

**KENDRIYA VIDYALAYA, NO.1, JALANDHAR**

**LIMITED TENDER ENQUIRY NOTICE**

LIMITED TENDER ENQUIRY FOR **COMPUTER REPAIR, CONSUMABLES & PERIPHEERALS** ITEMS IN KENDRIYA VIDYALAYA NO.1, JALANDHAR FOR THE YEAR 2019-20 ARE CALLED BY **18.11.2019** (1.00PM) WHICH WOULD BE OPENED ON **19.11.2019** AT 11 AM. THOSE WILLING MAY APPLY FOR TECHNICAL BID & FINANCIAL BID IN SEPARATE ENVELOPS. FOR MORE DETAILS PLEASE VISIT **[WWW.NO1JALANDHAR.KVS.AC.IN](http://WWW.NO1JALANDHAR.KVS.AC.IN)** **FRESH REQUEST FOR REGISTRATION OF FIRM IS ALSO ACCEPTABLE ALONG WITH BIDS.**

**INSTRUCTIONS FOR SUBMISSION OF QUOTATION**

Please Note: - Quotation is required to be submitting in one envelope containing two other envelopes No.1 & 2 properly sealed separately.

ENVELOPE NO.1 WILL CONTAIN:-

1. Fresh request for registration of firm if not already been registered with our KV
2. Copy of PAN number
3. Copy of CST/VAT/TIN Numbers
4. Copy of Income Tax Clearance Certificate
5. EMD by DD/FDR only in favour of VVN A/c K.V.No.1, Jalandhar Cantt. Cheque will not be considered.

ENVELOPE NO.2 WILL CONTAIN:

1. Rates of the firm as per list attached. Also attach letter head being the covering of quotation.

For more details please visit our website **[www.no1jalandhar.kvs.ac.in](http://www.no1jalandhar.kvs.ac.in)** and reply accordingly.

PRINCIPAL  
KV NO.1, JALANDHAR  
PHONE: 0181-2262233

DATED: 31.10.2019

केन्द्रीय विद्यालय क्रमांक -1 जालंधर 1440- 05

फोन 2-0181-262233

वेब साइट : [www.no1jalandhar.kvs.ac.in](http://www.no1jalandhar.kvs.ac.in)

ईमेल: [kv1jalandharcantt@gmail.com](mailto:kv1jalandharcantt@gmail.com)

kv1jalandhar@gmail.com



*Kendriya Vidyalaya, No.1,  
Jalandhar Cantt (PUNJAB)-144005*

Phone:0181-2262233

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**SCHOOL CODE: 04535**

**CBSE AFFILIATION: 1600004**

पत्रांक संख्या.1669091/केवी-1/JRC/2019-20/

दिनांक/Dated: - 31.10.2019

To,

.....  
.....  
.....  
.....

**विषय :Computer Repairs, Consumables & Peripherals etc के लिए निविदा ।**

1. अधोहस्ताक्षरी द्वारा संलग्न सूची में दी गई वस्तुओं की आपूर्ति हेतु दिनांक **18.11.2019** को सायं **1.00** बजे तक मुहरबंद निविदाएँ आमंत्रित की जाती हैं। निविदाएँ एक लिफाफे में बंद होनी चाहिए, जिस पर **Computer Repairs, Consumables & Peripherals etc** की आपूर्ति हेतु निविदा लिखा हो ।” निविदाएँ किसी के नाम से न हों। निविदाएँ अधोहस्ताक्षरी के कार्यालय में दिनांक **19.11.2019** को सायं **11.00** बजे खोली जाएँगी।

Sealed quotation for the supply of the articles shown in the attached statement is invited by the undersigned up to **1.00 P.M. 18.11.2019**(date). Quotation should be send under strong sealed cover marked as quotation for the supply of **Computer Repairs, Consumables & Peripherals etc** and not by name the quotation will be opened in the office of the undersigned at **11.00 P.M. on 19.11.2019** (date).

2. निविदाएँ अनुच्छेद 3 से 15 में वर्णित नियमों एवं शर्तों के अनुसार हों । निविदा में यह माना जाएगा कि आपूर्तिकर्ता विहित नियमों एवं शर्तों से सहमत है ।

The quotation shall be submitted accordingly to the terms & conditions specified in paragraphs 3 to 15 unless specified otherwise in the quotation it shall be construed that the terms & conditions stipulated hereunder have been agreed to.

3. दर में सभी ढुलाई खर्च सम्मिलित हों और इसमें हर प्रकार का कर सीमा-शुल्क, बिक्री- कर, संवहन खर्च आदि सभी सम्मिलित हों। निविदा को स्वीकार करने के बाद निविदा में प्रदत्त निर्धारित मूल्य के अतिरिक्त किसी अन्य प्रकार के कर और संवहन खर्च देने के लिए विद्यालय बाध्य नहीं होगा।

The rate should be F.O.R. and should include excise duty, sales tax, freight charges, any other taxes rates or imposition whatever liable in respect of the supply. The Vidyalaya shall not be liable to pay any tax, freight etc. which has been expressly stipulated in the quotation in the event of acceptance of the quotation.

4-निविदा में किसी प्रकार का उपलेश या शुद्धिकरण स्वीकार्य नहीं है । यदि किसी संख्या (अंक) में किसी प्रकार का संशोधन किया गया है तो नई संख्या को स्पष्ट रूप से लिखकर अपने हस्ताक्षर, तिथि सहित करके उसे अवश्य सत्यापित करें अन्यथा निविदा अस्वीकार्य होगी ।

There should not be any overwriting or correction in the quotation. If a figure is to be amended it should be neatly scored out the revised figure written above and the same attested with full signature and date. In the absence of attested signature the quotation is liable to be rejected.

5.अधोहस्ताक्षरी न्यूनतम दर वाली निविदा को स्वीकार करने के लिए बाध्य नहीं है और उसे अधिकार है कि वह संलग्न सूचीबद्ध वस्तुओं को पूर्ण रूप से या आंशिक रूप से स्वीकार करे या अपने विवेकानुसार एक अथवा एक से अधिक वस्तुओं को स्वीकार करे।

The undersigned does not bind himself to accept the lowest quotation and reserves the right to accept the quotation in whole or in part i.e. with respect to all articles mentioned in the attached statement or in respect of any one or more than one articles specified in the attached statement as he may decide.

6 . निविदा के स्वीकार करने की स्थिति में निविदा में वर्णित नियम एवं शर्तों के साथ अनुबंध रहेगा ।On acceptance of the quotation, it will become a contract and shall be bound be the terms and conditions of the quotation.

7.व्यक्ति अथवा व्यक्ति समूह जिसकी निविदा स्वीकार की गई है इसके उपरांत कांटेक्टर (कहलाए जाने वाले) को निविदा के साथ ..... रुपये, बयाना राशि जमा करनी होगी जो निविदा अस्वीकार करने की स्थिति में लौटा दी जाएगी । अनुबंध का पालन न करने की स्थिति में बयाना राशि जब्त कर ली जाएगी और पालन करने की स्थिति में बयाना राशि का 10 % सुरक्षित जमा राशि मानी जाएगी।

यदि अनुबंध की शर्तों का पालन नहीं किया जाता है तो सुरक्षित जमाराशि को लौटाने के पर्याप्त कारण आपूर्तिकर्ता को देने होंगे जिन्हें अधोहस्ताक्षरी द्वारा स्वीकार करने या स्वीकार न करने का अधिकार सुरक्षित रहेगा ।

The person/persons, whose quotation is accepted, hereinafter, called the contractor, shall deposit an earnest money of \_\_\_\_\_ along with the quotation which shall be refunded in the event of rejection of the quotation. The earnest money will be forfeited in the event of failure to comply with the contract. In the event of the quotation the earnest will be adjusted towards security Deposit which shall be payable at the rate mentioned below:

Approximate expenditure	Amount of refundable EMD along with tender/ Quotation Cheque will not be considered.  This amount would be returned to unsuccessful bidders after comparison.	Amount of Performance Security on award of contract/from the L 1 firm.	Total EMD (Refundable) amount to be retained by KV from the successful bidder.	10% EMD of billing amount will be deducted from the purchase of assets/ Furniture & Fixtures etc if necessary.
200000	5000/-	10000/-	15,000/-	Not applicable

If the contract is not agreeable to pay Security Deposit, The reasons there of should be specified and the undersigned will reserve the right to accept or reject the request.

8. यदि अनुबंधक वस्तुओं की निर्दिष्ट समय पर आपूर्ति नहीं कर पाता है तो इस स्थिति में अधोहस्ताक्षरी को यह अधिकार रहेगा कि वह इन वस्तुओं को किसी अन्य व्यक्ति अथवा फर्म से ले सकता है या शेष अनुबंध को किसी अन्य व्यक्ति या फर्म से पूरा करा सकता है। इस स्थिति में मूल्य का अंतर (यदि कोई हो) सुरक्षित जमा राशि से काटा जाएगा और यदि यह अंतर सुरक्षित जमाराशि से भी अधिक है तो अनुबंधक इसे चुकाने के लिए बाध्य होगा ।

If the contractor fails to supply the articles within the time stipulated in the letter of acceptance by the undersigned, the undersigned shall be at liberty to purchase the article from the market or get the rest of the contract completed by any other person or firm, and the difference of price, if any shall be deducted from the earnest money/Security Deposit and in case any amount in excess of the security deposit is paid by the undersigned, the contractor shall be liable to pay this amount.

9. अधोहस्ताक्षरी सूची में लिखी वस्तुओं की संख्या को अपने विवेक से बिना कोई कारण बताए घटाने या बढ़ाने का अधिकार रखता है। यदि विद्यालय किसी वस्तु की 100 या अधिक संख्या में माँग करता है तो आपूर्तिकर्ता एक वस्तु नमूने के रूप में विद्यालय को देगा जिसके लिए कोई कीमत देय नहीं होगी।

The quantity of articles indicated in the attached statement may be increased or decreased at the discretion of the undersigned without assigning any reason. In case and order for any articles is placed for quantity 100 or more, one sample shall be retained by the school and no cost will be paid for the same.

10. अनुबंध को स्वीकार करने से पूर्व अधोहस्ताक्षरी को यह अधिकार है कि प्रदर्शन के लिए अनुबंधक से एक नमूना बिना कीमत अदा किए मंगवा सकता है और अनुबंधक इसके लिए बाध्य होगा ।

Prior to the acceptance of the quotation, the undersigned reserves the right to call for sample or demonstration and the contractor shall be liable to supply the sample or give the demonstration free of cost.

11. निविदा स्वीकार होने पर करने के आपूर्ति आदेश के दौरान कभी भी अधोहस्ताक्षरी अथवा उसका कोई प्रतिनिधि द्वारा परिक्षण किये जाने पर कांटेक्टर द्वारा नमूने के अनुरूप या मानक पूरा न करने की स्थिति में आपूर्ति आदेश को निरस्त किया जा सकता है ।

In the event of acceptance of quotation and placing of the order for purchase the articles ordered for would be subjected to an inspection by the undersigned or his representative and are liable to be rejected if the articles supplied are not according to approved samples or do not confirm to the specifications prescribe

12. अनुबंध की अवधि एक वर्ष या अगले अनुबंध तक कांटेक्टर द्वारा निविदा में दिए गए मूल्य अपरिवर्तनीय रहेंगे। प्रदत्त मूल्य के अतिरिक्त बिक्री - कर या मूल्य संवर्धित कर में परिवर्तन होने के कारण कोई भी परिवर्तन स्वीकार्य नहीं होगा।

The rates quoted by the contractor shall hold up to **ONE YEAR or Next Tenders**. No amendment in the rates expected increase in the rate of Sales Tax/GST during the period of execution of the contract will be accepted.

13. अनुबंधक को अपने द्वारा आपूर्ति किए गए फर्नीचर पर एक धातु पट्टिका लगानी होगी, जिस पर उसका नाम और निर्माण-वर्ष लिखा होगा ।

The contractor shall be required to fix a tin liable on the furniture supplied by him, giving his name and year of manufacture.

14. आपूर्ति होने के छह मास की अवधि तक सुरक्षा राशि विद्यालय के पास रहेगी। जो आपूर्ति की गई वस्तु में किसी प्रकार की खराबी या कमी होने पर होने वाली क्षति से निपटने के लिए रखी जाएगी । The amount of security deposit shall be retained by the Vidyalaya for a period of six months from the date of completion of supplies as a safeguard against any defect, appearing in the articles supplied within this period.

15. जो निविदाएँ उपरोक्त शर्तों को पूरा नहीं करती हैं स्वतः निरस्त मानी जाएँगी ।

Quotations which do not comply with the above conditions are liable to be rejected.

16. इस अनुबंध के निर्देश अनुबंधक के हस्ताक्षर के साथ वापस होने चाहिए ।

These instructions to tenders are to be signed by the contractors and returned with the tender.

संलग्नक : वस्तुओं की सूची  
उपरोक्त सभी शर्तें मुझे / हमें स्वीकार्य हैं  
स्थान अनुबंधक के हस्ताक्षर  
दिनांक

फ़र्म की मुहर के साथ

साक्षी : 1नाम -  
पता -  
व्यवसाय -  
साक्षी : 2नाम -  
पता -  
व्यवसाय -

**FORMAT OF QUOTATION FOR AMC**

**Comprehensive (with spares)**

s. No.	Description of equipment	Unit Rate (Rs.) in Figures Per Annum	Unit Rate (Rs.) in words	Quantity	Total Amount
1.	Computers with networking				
2.	Printers				
3.	Scanner				
4	Projectors				

**Non-Comprehensive (without spares)**

s. No.	Description of equipment	Unit Rate (Rs.) in Figures Per Annum	Unit Rate (Rs.) in words	Quantity	Total Amount
1.	Computers with networking				
2.	Printers				
3.	Scanner				
4	Projectors				

**Visit Charges on complaint basis**

s. No.	Description of equipment	Unit Rate (Rs.) in Figures Per visit	Remarks
1.	Computers with networking		Per visit charges for repair of computer and other peripherals including GST & other charges.
2.	Printers		Per visit charges for repair of computer and other peripherals including GST & other charges.
3.	Scanner		Per visit charges for repair of computer and other peripherals including GST & other charges.
4	Projectors		Per visit charges for repair of computer and other peripherals including GST & other charges.

# As indicated in Schedule I of the Model Maintenance Agreement.

Gross Total Cost: Rs..... (in figures)

Rs. .... (in words)

We agree to have Annual Maintenance Contract of the above items of equipment in accordance with the technical specifications and Model Maintenance Agreement for a total contract price of Rs..... (in figures) (Rs. .... (in words) for the period specified in the Invitation for Quotations.

(Bidder)

Name : .....

Signature : .....

Date : .....

Encl: Registration documents  
Bid Security  
Profile of Business.

<b>INFORMATION ON PROFILE OF BIDDER</b>		
<b>1</b>	Name of the firm / Proprietor	
<b>2</b>	Address with Ph. / Cell / Fax No	
<b>3</b>	Name of the owner / Firm	
<b>4</b>	Address of the owner with Ph./ Cell / Fax No E-Mail id	
<b>5</b>	Details of the Bank Account : ( please enclose copy of the cheque leaf duly cancelled	
<b>(i)</b>	Name of the Bank	
<b>(ii)</b>	Address	
<b>(iii)</b>	Account No.	
<b>(iv)</b>	Savings / Current :-	
<b>(v)</b>	IFSC Code :-	
<b>6</b>	Copies of the following documents to be enclosed.	
<b>(i)</b>	Firm Reg. No. & year of Establishment	
<b>(ii)</b>	GST Registration No	
<b>(iii)</b>	TAN No.	
<b>(iv)</b>	TIN No.	
<b>(v)</b>	PAN No.	
<b>(vi)</b>	License No. & date of validity	
<b>07</b>	Details of EMD / Bid Security	
<b>(i)</b>	Name of the Bank	
<b>(ii)</b>	DD / Banker Cheque No	
<b>(iii)</b>	Date	
<b>(iv)</b>	Amount	
<b>09</b>	Whether all papers of the Tender document and enclosures signed with Seal by the Bidder	

Please assign page nos. and indicate against each of the above particulars

**Note:-** 1. All the documents submitted with this form should be self-attested and stamped by the Bidder.

2. Bidder will not enclose any other additional documents other than asked above

3. All the pages of the above enclosures must be serially numbered and the total number of enclosed pages will be mentioned as ----- (total no. of pages enclosed)

It is certified that I /We have read and understood the technical specifications given in the tender document and have quoted the rates accordingly. If any deviation is found in the finished book, the firm is liable to any punitive action, as mentioned in the terms & conditions of the tender

Signature

Owner's

(Seal of the firm)

**FORMAT OF QUOTATION**  
**For supply of Computer Peripherals**

Sl No	Name of Item	Brand	Unit Rate (Rs.) in Figures	GST %	Total Unit Cost with GST
1	Optical Mouse	Logitech			
	Optical Mouse	Other Brand			
2	Keyboard	Logitech			
	Keyboard	Other Brand			
3	DDR 2 RAM 2GB				
	DDR 2 RAM 4 GB				
	DDR 3 RAM 2GB				
	DDR 3 RAM 4 GB				
4	Hard Disk 1TB	Seagate			
	Hard Disk 500 GB	Seagate			
	External Hard disk 1 TB	Seagate			
5	External DVD Writer				
6	17" TFT Monitor				
7	SMPS				
8	HP LaserJet 1020 Plus Printer	HP			
	HP Multifunction Printer	HP			
	Epson L360 Inkjet Printer	Epson			
	Epson L360 Multifunction Printer	Epson			
	HP Scanjet	HP			
9	Creative Multimedia Speaker 2.0	Creative			
	Creative Multimedia Speaker 2.1	Creative			
10	USB Microphone				
11	Printer Toners HP Laserjet 12A	HP			
	Printer Toners HP Laserjet 12A	Compatible			
	Printer Toners HP Laserjet 88A	HP			
	Printer Toners HP Laserjet 88A	Compatible			
	Epson L360 Ink Bottle(all Colours)	Epson			
12	Refilling of Laser Toner 12A				
	Refilling of Laser Toner 88A				
13	Pendrive 4 GB / 8GB /16 GB/ 32 GB				
14	CD ROM	Sony/ Moserbear			
	DVD ROM	Sony/ Moserbear			
15	Network Switch 5 port				
	Network Switch 8 port				
	Network Switch 24 port				
16	VGA cable 2 Mtrs				
	VGA Cable 10Mtrs				
	Power cable 10 Mtrs				
17	Printer Toner Lexmark Printer (Lexmark MX410de)				
18	Projector Screen(Wall Mount)(6 x 4 )				
	Projector Screen(Tripod)( 6 x 4 )				
19	Web Camera				
20	Projector Bulb				
21	VGA Splitter				
22	TFT Monitor Adopter				

(Bidder)

Name : .....

Signature : .....

(seal of rim

Date : .....

## MODEL MAINTENANCE AGREEMENT

This Maintenance Agreement is made at KV No.1, Jalandhar Cantt for the period of one year from 1st Sep 2019 to 31st Aug 2020 between the M/s \_\_\_\_\_ on behalf of the KV No.1, Jalandhar Cantt hereinafter referred to as First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s \_\_\_\_\_, acting through authorized representative Sh \_\_\_\_\_ by the company.

Whereas **KV No.1, Jalandhar Cantt** has the Computer Equipment and Peripherals shown in this Agreement hereof and is now desirous of availing the Comprehensive Maintenance Services for its Computer equipment and Peripherals installed at the **KV No.1, Jalandhar Cantt**

And whereas M/s \_\_\_\_\_ has agreed to perform the said maintenance services of the Computers and Peripherals and UPS as mentioned in this agreement and limited to the Computers and Peripherals and UPS covered by this agreement.

Now, therefore, it is hereby mutually agreed as follows:

### **1.0 SCHEDULES TO THE AGREEMENT:**

The following schedules form an integral part of this agreement: Schedule-I - Details of Computers and Peripherals and UPS

1.1 However during the currency of the agreement, the department is at liberty to add to. or delete from, this schedule any numbers of desktops, printers and UPS. if so warranted. In case of addition of work, services will be performed, the same will be done on already agreed and settled-rates for the main contract of maintenance.

### **2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE COMPUTERS AND PERIPHERALS AND UPS IN KV No.1, Jalandhar Cantt**

2.1 The second party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of the Computers and Peripherals and UPS of **KV No.1, Jalandhar Cantt** as mentioned in Schedule - I to the full extent and satisfaction of the first party for the whole year, i.e., from 1<sup>st</sup> May 2016 to 30<sup>th</sup> April 2017.

2.2 The comprehensive maintenance includes preventive maintenance, quarterly regular services of the Computers and Peripherals and UPS and/or replacement of any items necessary for keeping the Desktops. Printers and UPS of , active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops. Printers and UPS. The replacement of all the spares (excluding printer heads. UPS batteries, printer ribbon and toner cartridges) is included under the Maintenance Contract. The replacement of defective spares with Original spares or spares of equivalent specification will be done by the second party, without any extra charge of any kind.

2.3 The comprehensive maintenance shall be carried out primarily at the premises of the **KV No.1, Jalandhar Cantt** during office hours. In case, the second party feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.

2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.

2.5 The call logging procedure will be as follows:-

- (a) If through E-mail: Complaint to M/s \_\_\_\_\_,
- (b) If through Fax : Complaint to M/s \_\_\_\_\_
- (c) If through Phone :P. No \_\_\_\_\_
- (d) The Address for correspondence :

M/s \_\_\_\_\_

This procedure will be conveyed to all the officers and staff of KVS by M/s \_\_\_\_\_ forthwith. In all cases complaint No. with date will be issued by M/s \_\_\_\_\_

2.6 The visit by the 2<sup>nd</sup> party i.e by M/s \_\_\_\_\_ will be weekly in a month (Response time for maintenance call should not exceed 2 hours.)



- 2.7 The system down time should not exceed 48 hours from the time at which the complaint was made. If the down time is more than 48 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 48 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party from the subsequent payments or else from the Bank Guarantee if all the payments have been released.
- 2.8 The Second party, will ensure 95% uptime for Desktops and other items of equipments failing which liquidated damages of Rs.500/-per day per item subject to maximum of 2 percent of contract value will be recovered from the Bank Guarantee or the Payment due to the Service Provider, However before imposing liquidated charges, the First party will issue a show cause notice in which *the* details of downtime will be mentioned. It will also include the liquidated damages proposed, to be imposed on the second party.

### 3.0 SECURITY DEPOSIT:

- 3.1 The second party shall deposit 10% of the AMC amount (Annual) as Performance security to the Principal KV No.1, Jalandhar Cantt with the first party at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon termination or expiry, of this agreement after adjusting such dues or claims or both as may remain unpaid by the-second party to the first party at the time of termination or expiration of this agreement.

### 4 0 PAYMENT TERMS:

- 4.1 The total maintenance charges for one year are Rupees \_\_\_\_\_ per PC per month , The comprehensive maintenance charges shall be payable to the second party in arrears on half yearly basis. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of the bill.
- 4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC: no difference shall be paid or claimed as a result of the above.
- 4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposited by the second party.

### 5.0 FORCE MAJEURE:

- 5.1 The M/s \_\_\_\_\_ or the second party, against the other, in case of any failure or omission or calamities such as fires, floods. earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party,

5.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has not occurred due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

### 6.0 SYSTEM AVAILABILITY:

- 6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to **KV No.1, Jalandhar Cantt** for decision. The decision of the **KV No.1, Jalandhar Cantt** will be final and binding upon both the parties.

### 7.0 ASSIGNMENT:

- 7.1 The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of **KV No.1, Jalandhar Cantt** to any other party.

**8.0 ARBITRATION:**

- 8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of the **KV No.1, Jalandhar Cantt** . The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.
- 8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The cost of Arbitration (including the fees and expenses of the Arbitration) shall be shared equally by the parties unless the Award specifies otherwise.
- 8.3 The venue for arbitration will be Jalandhar(Punjab).

**9 0 THE AGREEMENT:**

- 9.1 This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.
- 9.2 This agreement has been executed in the English language in two originals and each party has retained one original.  
In witness whereof each of the parties hereto has caused this agreement to be executed as on the day. month and the year first above written.

First Party  
For and on behalf of,  
**KV No.1, Jalandhar Cantt**

Second Party  
For and on behalf of M/S- M/s  
.....

Name:  
Designation:

Name:  
Designation:

(Rubber Seal)  
In presence of

(Rubber Seal)  
In presence of

Witness - I  
Name:  
Address:

Witness - I  
Name:  
Address:

Witness - II  
Name:  
Address:

Witness - II  
Name  
Address:

**Schedule I:**

**Details of Computer peripheral and .....as on.....**

<b>Sl.No.</b>	<b>Item and its description</b>	<b>Sl. No. of the equipment</b>	<b>Complete configuration/ specification</b>	<b>Quantity</b>	<b>Working/ Not-working</b>

First Party  
For and on behalf of,  
**KV No.1, Jalandhar Cantt**

Second Party  
For and on behalf of M/S- M/s