

S.N.BOSE NATIONAL CENTRE FOR BASIC SCIENCES
BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700098

TENDER DOCUMENTS

1. **Tender No. :** SNB/R1/CC Maintenance/2011-12/14 dated 30.1.2012
2. **Name of work:** Day to day Supervision and Maintenance of the Computer Centre at S.N. Bose National Centre for Basic Sciences, Kolkata, on contractual basis.
3. Last date & time of submission of tender: 13th February 2012 at 4:00 pm

S.N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES
BLOCK JD, SECTOR III, SALT LAKE, KOLKATA – 700 098

NOTICE INVITING TENDER

S.N. Bose National Centre for Basic Sciences, Kolkata, invites from applications from agencies for providing “**Day – to – Day Supervision and Maintenance of its Computer Centre**” on monthly contractual basis.

Qualification of Bidder:

- a) The Bidder should have experience in managing computer centres comprising of servers, network windows, windows and linux based Desktop Computers sets etc. in reputed Govt./PSUs/Private organisations for a period of not less than 3 years shall only be considered.
- b) The Bidder should have experience of at least 2 similar projects in last three years.
- c) The annual turnover of the Bidder shall not be less than Rs. 25 lacs per annum during the last 3 years.
- d) The Bidder who meets the requirements/conditions as defined in BID evaluation criteria of BID documents shall only be qualified.
- e) Preference will be given to organizations working in research/educational institutes.
- f) Any bidder having head office outside West Bengal should have an established branch office in West Bengal, preferably in Kolkata.

“B”

Instruction to Bidder:

B.1 Submission of BID

- B.1.1 One complete set of BID document including specification and proposed forms is issued to each Bidder. BID offer shall be prepared by typing or printing with indelible black ink in the proposal forms. The tender in original form shall be submitted by the Bidder.
- B.1.2 Bidder is advised to submit the BID strictly in accordance with the terms and conditions and specifications contained in the BID DOCUMENT and not to stipulate any deviation or condition. Centre reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document.
- B.1.3 BID shall be submitted in two parts: Part I- Technical Bid and Part II- Price Bid. Part-I and Part-II should be separately sealed and superscripted with the words 'Part I: Technical Bid' and 'Part II: Price Bid', whichever is applicable. Both the parts should be put in one single sealed envelope with the words “Day – to – Day Supervision and Maintenance of its Computer Centre (Ref. No. Tender No. SNB/R1/CC Maintenance/2011-12/14 dated 30.1.2012)”. The full name, postal address, telephone no. and fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.

PART - I: Technical Bid, so submitted shall contain the following:

- i) Completed Tender Document
- ii) Earnest Money Deposit
- iii) Details of similar work done in the past
- iv) Latest Income-Tax clearance certificate
- v) Documents related to Service Tax registration and Trade License.
- vi) Performance certificate from the past and present employers.
- vii) Company profile
- viii) Financial Statement pertaining to last three years.

PART – II: Price Bid shall contain the Price Bid as per schedule of rates enclosed.

Technically qualified bidders will be called for a technical discussion before opening of the Price Bid.

- B.1.4 The Bidder has the option of sending the BID by Registered Post / Speed Post, or submitting the BID in person, so as to be delivered on or before the date and time set out for the same. BIDs submitted by FAX will not be

accepted. The Centre will not be responsible for the loss of BID or delay in postal transit.

- B.1.5 The BIDS will be opened at the time and date so fixed, in the presence of authorized representative of the Bidders. However, only one representative of each Bidder shall be permitted to attend the BID opening.
- B.1.6 The BIDS received after the time and date so fixed for the receipt of BIDS, shall not be considered.

B.2 B I D S

B.2.1 Language of BID(S)

All information in the BID shall be furnished in English. Information in any other language shall be accompanied with its translation in English. Failure to comply with this condition shall disqualify the BID.

B.2.2 Signature of BID(S)

- i) The BID must contain the name, residence and place of business of the person or persons submitting the BID and must be signed and sealed by the BIDDER with his usual signatures.
- ii) BID by a partnership firm/consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of the authorized partners or other authorized representatives. The copy of partnership deed/consortium agreement should also be furnished.
- iii) BID by a corporation/company must be signed in the legal name of the corporation/company, by the President/Director or by the Secretary or other person or persons authorized to BID on behalf of such corporation/company with seal of the corporation/company.
- iv) Satisfactory evidence of authority of the person signing on behalf of the Bidder be furnished.
- v) The Bidder's name stated in the BID shall be exact legal name of firm/company/corporation etc. as registered or incorporated.

B.2.3 Correction of BID

ALL changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the BID. NO ERASER AND/OR OVERWRITING IS ALLOWED.

B.3 Transfer of BID Documents/BIDS

Transfer of BID DOCUMENT purchased by one Bidder to another is not permissible. In case the Bidder transfers the BID or modifies/withdraws during the period of validity, his EMD shall be forfeited.

B.4 EARNEST MONEY DEPOSIT (EMD)

Each BID must accompany EMD in the form of Demand Draft of Rs. 30,000/- (Rupees Thirty Thousand only) issued by a Nationalized Bank in favour of S.N. Bose National Centre for Basic Sciences, Kolkata, payable at Kolkata. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily. EMD of the successful Bidders shall be adjusted towards Security Deposit. The EMD of unsuccessful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.

B.5 Validity of BID

BID submitted by Bidder shall remain valid for acceptance for a period of 90 (Ninty) days from the date of opening of the BID. Bidders shall not be entitled during the said 90 days period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Centre. In the event of the Bidder's revoking the BID or varying any term in regard thereof the Bidder's EMD shall be forfeited.

B.6 Right of Centre to accept or reject the BIDS

The right to accept the BID, in full or in part, shall rest with the Centre. However, Centre does not bind itself to accept the lowest BID and reserves to itself the authority to reject any or all the BIDS received without assigning any reason whatsoever. BIDS, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. Bids not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

B.7 Signing of Contract

The successful Bidder shall be required to execute a CONTRACT AGREEMENT on a Non-Judicial Stamp Paper of Rs. 100.00 (Rupees Hundred only) within 15 (fifteen) days of the issue of the LETTER OF ACCEPTANCE OF BID. In the event of failure on the part of the successful Bidder to sign the CONTRACT within the above stipulated period, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

“C”

FORMAT FOR SUBMISSION OF BID:

To:

S.N. Bose National Centre
For Basic Sciences, Block JD,
Sector III, Salt Lake, Kolkata -700 098

Subject: BID for **“Day – to – Day Supervision and Maintenance of its Computer Centre”** on contractual basis at S.N. Bose National Centre for Basic Sciences, Kolkata- 700098.

- 1) Having carefully examined all the BID Documents attached to your invitation to Tender No. SNB/R1/CC Maintenance/2011-12/14 dated 30.1.2012, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose Rs. 30,000/- herewith as Earnest Money Deposit in form of Demand Draft no. dated issued by in favour of S.N. Bose National Centre for Basic Sciences, Kolkata.
- 3) We certify that we have carefully read each and every conditions and the scope of work given in the BID document and having understood the same we confirm our acceptance in without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninty) days from the last date of opening of the BID and the period shall remain binding. We also understand that we shall not withdraw this BID during this period of 60 (Sixty) days and in the event of default the Centre shall have the right to forfeit the EMD.
- 5) Should this BID be accepted we hereby agree to abide by and fulfill all terms and conditions of the BID document and in default thereof to forfeit the earnest money deposit. We understand that the Centre is not bound to accept the lowest BID received, fully or in part thereof.
- 6) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Centre and Ourselves.

7) We hereby submit our offer and enclose "Schedule of Rates"

Witnesses:

For and behalf of:

(Name in full)

(Signature)

(Signature)

(Seal)

(Address)

SCHEDULE OF RATES

Name of Work: Day to Day Supervision of Maintenance of Computer Centre in
S.N. Bose National Centre for Basic Sciences, Kolkata.

Description of Work

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Rate per month

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Total Contractual Amount towards:

Dedicated supply of Manpower- 2 in number
For maintenance of the Computer network
(For details, please refer to Articles 2 & 3)

NOTE : *The Contractor will depute manpower as per terms and conditions of the
Tender*

NAME & SIGNATURE WITH FULL
ADDRESS AND TELEPHONE NO.
OF THE CONTRACTOR

“D”

DEFINITION OF TERMS

In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 The ‘CENTRE’ shall mean S.N. Bose National Centre for Basic Sciences, with its premises located at JD Block, Sector III, Salt Lake, Kolkata 700 098 and shall include its authorized representatives, successors and assignees.
- 1.2 The ‘CONTRACTOR’ shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the Centre and includes the Contractor’s legal representative, his successors and permitted assignees.
- 1.3 The ‘BID/TENDER’ shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Centre.
- 1.4 The “BID/TENDER DOCUMENT” shall mean the documents issued by the Centre to prospective Bidders, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder to prepare their BIDS, for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.
- 1.5 The ‘LETTER OF ACCEPTANCE OF BID’ shall mean an official invitation from the Centre to successful Bidder to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- 1.6 The ‘WORK’ shall mean and include all works to be executed, all items and things to be provided/done and service and activities to be performed by the CONTRACTOR in accordance with the contract.
- 1.7 The ‘CONTRACT’ shall mean the agreement between the Centre and the CONTRACTOR, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the Centre.
- 1.8 The ‘COMPUTER CENTRE ’ shall mean the computer centre and includes all the servers located in the Centre except the high performance cluster ,

entire computer network of the Centre , all desk top and laptop computers of the Centre.

- 1.9 The 'COMPUTER CENTRE IN-CHARGE' shall mean the person nominated by the Director of the Centre from time to time and shall include those who are expressly authorized by him to act on his behalf, for operation of this contract and supervision of work.
- 1.10 The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.

ARTICLE – 1

DESCRIPTION OF THE COMPUTER CENTRE

The Computer Centre of the Centre comprises of the entire computer network of the campus and all machines installed in it.

The Computer Centre is situated inside the campus of the Centre comprising of approximately 300 Desktop machines, 100 laptops and 8 servers. There are about 400 users which will increase in the course of time.

ARTICLE – 2

SCOPE OF WORK:

Scope of work, covered by the Contractor, is described below:

- 2.1 Day – to – Day Maintenance of the entire computer network in the Centre, management of the E-mail server and departmental servers, routine maintenance of all desk top computers, attending to works like installation, configuration , system support to new machines etc., maintenance of Linux/Windows based operating systems.

GENERAL MAINTENANCE

- A) **HELP DESK SERVICE**
- Logging user calls and giving them trouble tickets
 - Assigning severity level to each call
 - Tracking each call to resolution
 - Escalating calls, if necessary
- B) **TECHNICAL SUPPORT SERVICE**
- First level hardware support for equipments like Servers, Desktops, Printers, Laptops and Networking equipments –Diagnosing the problem and getting the same resolved as per the severity level assigned to it
 - Supporting the desktops OS and OA software as per the list provided by SNBNCBS
 - Configuring the print servers and resolving the printing problems of the users
 - Support and installation of add on peripherals at the client level
 - Resolving network connectivity problems at the client end
 - Installing software on the clients
 - Performing any Install, Move, Add or Change(IMAC) at the client level
 - Virus control
- C) **VENDOR MANAGEMENT SERVICE**
- Maintaining database of the various vendors with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments etc.
 - Logging calls with vendors
 - Coordinating with the vendors to get the problems resolved
 - Escalation problems, if required
 - Keeping track of the hardware and software maintenance contracts entered into by SNBNCBS with the various vendors
 - Analyzing the performance of the different vendors vis-à-vis their maintenance contract entered into with SNBNCBS
 - Coordination with the vendors for spares management

- D) ASSET MANAGEMENT SERVICES
- Create hardware asset database by recording information like configuration details, serial number, asset code, warranty and AMC details and monitoring of the same
 - Record all installation of new machines, movement with in site/locations, changes in configuration of machines (IMAC)
 - Update database of license, version numbers of software
 - Maintenance and monitoring database of Registration and Annual Technical Support details of software.
 - Maintenance of history and analysis of flaws with respect to the asset and ensuring implementation of corrective action for minimization of the same
- E) MAIL SERVICES
- User account management –Creation, deletion and transfer of mail boxes
 - Management of public folders and post folders
 - Monitoring the mail traffic queue and the disk space usage for mail
 - Mail delivery management
 - Internet configuration at client end
 - Monitoring the internet mail traffic queue and disk space usage for mail
- F) SERVER MANAGEMENT AND OS MANAGEMENT
- Orderly system startup and shutdown
 - Monitoring CPU utilization, disk space usage etc. vis-à-vis thresholds using Server Management tools provided by client
 - Resolving server problems and correcting file system inconsistencies
 - Creating/modifying/deleting users and groups
 - Installation of OS upgrades and patches as and when provided by client/vendor
 - Re-installing OS if required
 - Performing periodic system performance tuning-changing the system configuration parameters and re-organizing the disk space etc.
 - Performing periodic backup of all system files/volumes
 - Installing system software
 - Escalating unresolved problems to the principal/hardware vendor for ensuring resolution
- G) BACKUP AND RESTORE SERVICE
- Device a customized back up management schedule after considering back up requirement
 - Designing and maintenance of backup setup for information's generated at desktop levels
 - Perform backup operations every day as per the defined backup strategy
 - Label media for identification and retrieval
 - Ensure proper storage and handling of media to prevent data loss

- Conduct restoration drills with sample backed up data on a quarterly basis to confirm data integrity
- Maintain log sheets for backups taken
- Replace media that reach their defined life cycle.

H) NETWORK MANAGEMENT SERVICE

- Identifying LAN/WAN faults and getting them resolved through vendors providing maintenance service
- Configuration management of the network devices
- Updating the documentation of the LAN/WAN setup
- Network traffic analysis, utilization of CPU, memory, performance tuning of existing network to device maximum through put and recommend up gradation for improving the performance
- Ensure stringent security implementation for data security
- Trouble shooting Internet/Intranet browser and Dial up

I) INFRASTRUCTURE PLANNING AND MANAGEMENT

- Consultancy services pertaining to improvement in maintenance requirements
- Suggestions for improvement in the current IT set-up

J) TRAINING INPUTS

- Training new users on the operational aspects of computers, e-mail, network operating system and organizing directories and files on desktops and servers
- The help-desk personnel to ensure a useful weekly/daily tip is circulated to all users, focusing on ways to optimize systems use

K) MIS REPORTS

- A consolidated Performance & Engineer Attendance report to be submitted to SNBNCBS on monthly basis. The engaged persons may need report to the Computer Centre In-Charge daily.

ARTICLE – 3

GENERAL CONDITIONS

Day – to – Day Supervision and Maintenance of the Computer Centre

3.1 Manpower is to be provided by the Contractor in the following category: Sr. Computer Engineers - 1 in number and Jr. Computer Engineer – 1 in number. Both the Computer Engineers should be stationed/completely dedicated in the Centre during shifting hours (9.00 am to 5.30 pm and 10 am to 6.30 pm). Each staff is entitled to get one weekly holiday. During emergency situations occurring beyond the normal stipulated hours as mentioned above, the Contractor will be required to provide manpower at no extra cost.

3.2 The staff to be provided for maintenance of the Computer Centre should be with the following qualifications:

Sr. Computer Engineer

Qualification: Bachelor's degree in Engineering or Bachelor's degree in Science and Master in Computer Application. Proficiency in Linux/ Unix administration. Knowledge of Microsoft OS.

Experience: Minimum 2 (two) years experience in Linux administration in an organization of repute.

Nature of job: (a) Linux system administration; (b) Networking (TCP/IP, NIS/NFS, Fire walling, IP routing, email and web server configuration, samba; (d) Server maintenance; (e) Vendor and asset management.

Junior Computer Engineer

Qualification: Bachelor's degree in Science/Engineering or a Bachelor's /Master's Degree in Computer Applications from a reputed institution with proficiency in Linux/Unix administration. Applicants with experience in Window Administration only will not be considered.

Experience: Minimum 1 (one) year experience in the related field in an organization of repute.

Nature of job: Software and (P.C.) Hardware and network troubleshooting ; (ii) System Administration (e.g., User account management, shell scripting, RAID configuration, operating system and software installation); (iii) Website management and maintenance; (iv) Vendor and asset management.

3.3 The Contractor will be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Centre from time to time.

- 3.4 The Contractor should provide I-cards to its staff. In case there is any change in staff, the Computer Centre In-charge should be informed in advance. Deputation of new staff should be supported by appropriate posting order with intimation to the Administration of the Centre.
- 3.5 The Contractor shall not appoint any Sub-Contractor for the work assigned to him without the written permission of the Centre.
- 3.6 The contract will be effective for an initial period of ONE year which may be extended by mutual consent for a further period of one year or more years at the same terms & conditions of the contract.
- 3.7 The Contractor's staff will not be treated as the Centre's staff for any purpose whatsoever. The Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Centre shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.
- 3.8 The Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. industrial disputes act, , contract labour act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him and keep the Centre indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc. The Contractor shall maintain all records required to be maintained under the Statutory enactment and the Computer Centre In-charge and his/her authorized representative shall be entitled to inspect all such records at any time.
- 3.9 The Computer Centre is the property of the Centre and the Contractor is only permitted to manage the Computer Centre as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the centre decides that the Contractor should not be allowed to run the Computer Centre, the Centre will be entitled to restrain the Contractor from entering the campus as well as the Computer Centre.

3.11 SECURITY DEPOSIT

Security Deposit @ 3% of monthly bill will be recovered by the Centre from the bill of each month for the faithful and due performance of the contract by the Contractor in accordance with the terms and conditions specified in the contract. The security deposit will be returned to the Contractor without any interest after satisfactory completion of the contract.

3.12 TERMINATION

- 3.12.1 Notwithstanding anything contained hereinbefore to the contrary, the Centre shall have full power and authority terminate this Agreement without assigning any reason by giving 30(thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss or damage against the Centre. If the Contractor abandons his service for which he/she is committed to the Centre, all his/her dues, e.g. EMD, Security Deposit etc. will be forfeited by the Centre.
- 3.12.2 The Centre reserves the exclusive right to suspend, cancel, terminate the Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfill any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the Centre.
- 3.12.3 On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours, withdraw its men and materials from the Centre and the Contractor shall have no right to claim any demurrage/compensation from the Centre for the loss of its job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.
- 3.12.4 Payments of the final bill will be released only if it is accompanied by the proof of the following:
- (a) Having handed over the complete establishment including all materials and equipments of the Computer Centre to the Computer Centre In-Charge or his/her authorized representative, in good condition;
 - (b) Having vacated the Computer Centre or any other premises that may have been allotted to him for discharge of the contractual obligation.
- 3.12.5 The Contractor may suspend/cancel/terminate the agreement by giving 90 (Ninty) days clear notice in writing.

3.13 PENALTY

In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Centre shall make alternative arrangement to do it and the difference of cost incurred by the Centre thereby shall be recovered from the Centre's unpaid bills and Security Deposit.

3.14 TAXES, DUTIES AND LEVIES

All taxes, duties, levies etc. imposed by the State, Central Government and local bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor.

ARTICLE – 4

4.1 **PERIOD OF CONTRACT** : 12 (twelve) months

4.2 **TIME OF MOBILISATION** : The work covered by this contract shall commence with immediate effect *OR* within 15 days after issue of the Work Order.

4.3 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

4.3.1 The Contractor on or after award of the work shall name and depute a qualified person having sufficient experience in carrying out work of similar nature, to whom the establishment shall be made over and the instruction of works shall be given. The Contractor shall also provide to the satisfaction of the Computer Centre In-charge sufficient and qualified staff to superintend the execution of the works, including those specifically qualified and experienced to supervise the types of work comprised in the contract in such manner as will ensure work of high standard commensurate with the reputation of the Centre.

4.3.2 If and whenever any of the Contractor's employee shall in opinion of the Computer Centre In-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Computer Centre In-charge, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the Computer Centre In-charge, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the Guest House In-charge.

4.3.3 The Contractor shall be responsible for proper behavior of all the staff, employed directly or indirectly by him.

4.3.4 All Contractors' personnel entering upon the Centre premises shall be properly identified by badges of a type acceptable to the Centre which must be worn by them at all times during duty hours.

4.4 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract. Fresh agreement shall have to be

drawn if both parties to the contract agree to extend the period of contract beyond 1(one) year by mutual consent.

4.5 PAYMENT OF CONTRACTOR'S BILL

4.5.1 Payment due to the Contractor shall be raised by the Contractor to the Centre within 10th day of every month. The Contractor's shall submit the bill to the Accounts Section duly verified by the Computer Centre In-charge. However, the final payment shall be made to the Contractor within 30 (thirty) days of the submission of bill after completion of all the obligations under the contract.

4.5.2(i) Payments of bill shall be released only if it is accompanied by the proof of
i. Certified Attendance Sheet and ii. Duty Roster for the succeeding months;

4.5.2(ii) Payments of final bill and security deposit shall be released only if it is accompanied by the proof of the following:

- (a) Having paid due wages to all his/her staff engaged on the job for the whole period of contract.
- (b) Having handed over the complete establishment including all materials and equipments of the Computer Centre to the Computer Centre In-charge or his authorized representative, in good condition.
- (c) Having vacated the Computer Centre premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

4.6 ACCIDENT OR INJURY TO WORKMEN

The Centre shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the Centre. The Contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

4.7 DAMAGE TO PROPERTY

The Contractor shall be responsible for making good to the satisfaction of the Computer Centre In-charge any loss or any damage to all properties within the Guest House premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his

employees, agents, representatives or sub-Contractors, he shall make good the loss as assessed by the Computer Centre In-charge.

4.8 ARBITRATION

- 4.8.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.
- 4.8.2 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 4.8.3 It is a term of the contract that the cost of arbitration will be borne by the parties themselves.
- 4.8.4 The venue of the arbitration shall be at KOLKATA.
- 4.8.5 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or reenactment thereof rules make there under and for the time being in force shall apply to the arbitration proceedings under this clause.

4.9 JURISDICTION

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submits to the jurisdiction of the courts situated at Kolkata for the purpose of actions any proceedings arising out of the contract and the courts at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

