

भारतीय गैर न्यायिक

एक सौ रुपये

₹. 100



सत्यमेव जयते

Rs. 100

ONE

HUNDRED RUPEES



भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

D 248422

AGREEMENT

This Agreement is made on this 11th day of September 2006 between Kanpur Nagar Nigam ("KNN"), a corporation constituted under the provisions of Uttar Pradesh Nagar Mahapalika Act 1959, as amended from time to time hereinafter referred to as FIRST PARTY represented by Shri Badal Chatterjee, Municipal Commissioner, and NHT GIS Ltd. a company with its corporate office at 8, Balaji Estate, Sudarshan Munjal Marg, Kalkaji, New Delhi-19, hereinafter referred to as SECOND PARTY represented by Shri. Jayant Bawa Sr. Vice President NHT-GIS Ltd.

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Whereas the FIRST PARTY intends to obtain the services in regard to the undertaking of Updation of Geographical Information System (GIS). Updation of digital GIS maps (260 Sq K.M) of KNN with help of Quick Bird data and preparation of data for assessment list including covered/carpet area with OCR method and in server based application (prefer in SQL), installation of software, supply of hardware and development of GIS based web site for Kanpur Nagar Nigam (KNN) and Supply & Fixing of House Number Plate and invited offers in this regard.

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Following the inviting of proposal, SECOND PARTY was selected based on its technical & financial bids.

Whereas the SECOND PARTY is agreeable to render such services on terms and conditions hereinafter mentioned in this agreement on this day.

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NHT GIS LTD

WITNESSETH and it is agreed by and between the parties as follows:

1. THE ASSIGNMENT

The SECOND PARTY is to act as an execution agency to the FIRST PARTY and the jobs that have to be performed have been enumerated in the technical, financial bid and tender document that forms a part of this document as Annexure-1 comprising pages 1 to 13.

2. AREA LIMIT

The ground survey work and preparation of digital GIS maps for entire area of municipal limits of Kanpur Nagar Nigam upto a maximum of 260-square kilometers.

3. LOCATION SITE AND SCOPE OF WORK

The location of the work will be of Kanpur for implementation and SECOND PARTY site for development as also mentioned in Tender document.

The scope of work in brief consists of the following:

- Supply and Installation of Quick Bird image of Nagar Nigam area of Kanpur with (0.6 metre resolution).
- Updation of digital GIS maps of KNN with help of Quick Bird data and preparation of data for assessment list in English and Hindi as mentioned above.
- Development of Informative & Interactive KNN website.
- Geo-referencing of the Map data using DGPS Points. Geo-referencing of final GIS data using DGPS, minimum of 200 points to be taken for the entire area.
- Supply and Installation of hardware and networking with server (Max. 10 nodes) and additional peripherals as mentioned in the tender document.
- Updation of KNN licenses of Software products
- Supply of additional Software
- Training of Personnel
- Renumbering of properties/houses with unique premises no. as prescribed in Modern Municipal Law and supply and fixing of house number plates at the cost of owner/occupier.
- One expert of Second Party should be present at KNN premises for trouble shooting for 1 year after completion and furnishing compliance report by the SECOND PARTY (hereinafter referred to as "Warranty period").

In respect of Development of Informative & Interactive KNN website; the First Party shall be responsible for arranging requisite tie up with the third party bank or financial institution for gateway system and the Second Party shall only enable the website interface for the payment gateway.

The detailed scope for the above will be main guideline even after the completion of System Required Study (SRS). Project plan document along with team details will be

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furnished after sign off of the System Required Study (SRS) which will be treated as part of the agreement.

4. DURATION OF THE ASSIGNMENT

The assignment is for a period of one year commencing from the date of receipt of advance/signing agreement whichever is later. The date of signing of this Agreement will be deemed to be the effective date of this agreement. In case of natural calamity, war, revolution, civil commotion, blockage or embargo, acts of Government, Act of God or any other unforeseen event, beyond the control of SECOND PARTY, the duration shall increase according to number of days lost.

5. TERMS & CONDITIONS

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a. The scope of work will be same as mentioned in Clause 3 above and the ~~earlier~~ technical specifications as mentioned in Tender document shall be followed.

b. Time extension and penalty for delay

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Except as otherwise provided in this Agreement, the Time for completion of the works will be as mentioned in Clause No.4 of this Agreement or any extension thereof. The SECOND PARTY will complete the job as per the schedule and the proportionate progress shall be reviewed every month of the assigned time. FIRST PARTY MAY IMPOSE 0.5% of the contract value every delayed month subject to a maximum of 4% as liquidated damages for delay in the completion of the assignment. Such liquidated damages shall be imposed after Show Cause Notice has been served and if sufficient reasons for such delay do not exist or if the failure is solely on the part of the SECOND PARTY. In this regard, the decision of the Municipal Commissioner shall be final and binding on both the parties.

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If due to any unforeseen hindrances, the work is not completed in the assigned time then the SECOND PARTY shall apply for extension of time which may be granted if the FIRST PARTY is satisfied with the grounds of application. In such a case, the duration for completion of works as specified in Clause 4 above shall get extended for the number of days granted by the First Party.

Monthly Review of project:

SECOND PARTY shall submit/ present monthly progress report of project. Date & time for presentation can be fixed after mutual discussion.

c. Additions and Alterations

The FIRST PARTY with the consent of the SECOND PARTY may add any new work or alter the original work to suit its requirement. If any additional work is to be executed, the SECOND PARTY shall be asked to furnish the additional cost and time required for undertaking the work and if the FIRST PARTY accepts it, the SECOND PARTY shall carry out the same and combine it as a part of this Agreement.

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d. Rectification of Mistakes

If at any time it is observed that any mistake have been committed, then the FIRST PARTY shall intimate to the SECOND PARTY for such rectification, who shall undertake the rectification under the approved cost and specification. If the mistakes are not rectified then the FIRST PARTY shall be free to get the work of rectification done through a third party and the cost for the same will be deducted from the bill of the SECOND PARTY.

6. FEE AND PAYMENT TERMS

FIRST PARTY had asked the consent of SECOND PARTY vide letter no.856/3/p dated on 28th June 2006 to complete all the works listed in Clause No.3 in Rs. 1,30,00,000/- (Rs. One Crore Thirty Lac) (inclusive of all taxes and levies) for works specified in Sr. no. 1 to 5 of Schedule of work in the tender document and Rs.25/- per number plate for supply and fixing of house number plate for Sr. No.6 of Schedule of work specified in tender document. The SECOND PARTY will be authorized to collect the quoted cost of the house number plate from owner/occupier for Sr. No.6. The SECOND PARTY had given it's consent for the same vide their letter no. ESRI/KNN/06-07 dated on 30th June 2006. Therefore, the FIRST PARTY will pay Rs. 1, 30,00,000/- (Rs. One Crore Thirty Lac) for Sr. no. 1 to 5 to SECOND PARTY for completion of the assignments listed in Clause No.3 above of this Agreement.

The SECOND PARTY would be required to submit a bank guarantee of Rs. 6,50,000/- (Rs. Six Lakh Fifty Thousand only) towards Security Deposit (i.e. 5% of the amount of the work) within 15 days of signing of this Agreement in favour of Account Officer, Kanpur Nagar Nigam and the same shall be initially valid for a period of 12 months and renewable at the request of First Party for such period as mutually agreed subject to the completion of the work to the satisfaction of the FIRST PARTY. The FIRST PARTY shall return this Bank Guarantee and other documents, as may be requested by the SECOND PARTY for cancellation/release of the Bank Guarantee, on successful completion of the work to the satisfaction of the FIRST PARTY.

Payment Terms:

- 25% of total contract value shall be released with the signing of this agreement on submission of equivalent amount of Bank Guarantee valid for 3 months The FIRST PARTY shall return this Bank Guarantee and other documents, as may be requested by the SECOND PARTY for cancellation/ release of the Bank Guarantee, on completion of validity period.
- Another 20% after successful installation of Hardware & Software and door to door survey of houses of 15 wards as per tender specifications
- Another 20% after installation of Application Software & Commissioning of KNN Website and survey of 40 wards.
- Another 25% on completion of entire Survey & submission of data
- Another 5% on completion of project to the satisfaction of Kanpur Nagar Nigam
- Balance 5% shall be released after one year when warranty period is completed as per the terms of this agreement or on submission of equivalent bank guarantee.

7. MODIFICATIONS

Any modifications to the terms conditions and other provisions of this agreement shall be subject to the mutual consent of the parties.

8. PERFORMANCE STANDARD

The SECOND PARTY undertakes to perform the services with the highest standards of professional and ethical competence and integrity besides overall quality. The SECOND PARTY shall promptly replace any employee assigned/engaged under this contract whom the first consider unsatisfactory/unsuitable.

9. OWNERSHIP OF MATERIAL

Any studies, reports, maps, Quick Bird Imagery, Hardware, Software or otherwise, prepared by the SECOND PARTY for the FIRST PARTY under the contract shall belong to and remain the property of the FIRST PARTY. The

SECOND PARTY may retain copy of such documents and software. However, these shall not be sold, let, given, lent or used for commercial or any purpose by the SECOND PARTY or other third parties without the written consent of the FIRST PARTY. For the avoidance of doubt, nothing in this Agreement shall confer on the First Party any intellectual property rights created or owned by the Second Party but not for the specific and sole purpose of this Project and contained in the Systems including any third party intellectual property rights, for which the Second Party hereby grants to First Party a non-exclusive and non-transferable license to use as a part of the System.]

10. INSURANCE

The SECOND PARTY will be responsible for taking out appropriate insurance coverage.

11. LAW COVERING CONTRACT AND LANGUAGE

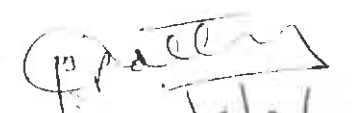
The contract will be governed by the Laws of INDIA. The language of the contract shall be English.

12. FINAL REPORTS

The SECOND PARTY shall inform in writing and shall furnish 2 copies of the final maps on 1:1000 scale, ward wise with assessment database and 1:10000 scale maps.


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13. SETTLEMENT OF DISPUTES:


- If any dispute or claims of any kind arises between the Parties to the Agreement in connection with, construction, interpretation or application of any terms and conditions or any matters or things in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them.
- In case of any disagreement or dispute over the interpretation of the Language or the terms used in this agreement, other than the terms held to be final and conclusive, the matter shall be referred to Municipal Commissioner, Kanpur Nagar Nigam as sole Arbitrator. Subject to Clause 13 (3) below, the decision so given by the arbitrator after receipt of the reference from either of the party shall be final and binding on the parties.
- If any dispute is not settled either by mutual understanding or by reference to any Arbitration or conciliation specified above or any other alternative dispute redress mechanism shall be referred to the Court of Law at Kanpur Jurisdiction only.


14. OTHER TERMS & CONDITIONS


- Procurement of Quick Bird imaginary has to be done by Second party, however First party will provide all necessary documentation & authorization related to procurement of the same.
- SECOND Party shall give names of Team leaders and their local address, phone nos. and address of company headquarters
- Second party has to provide Identity cards for working people.
- Any individual deployed by SECOND Party found guilty of any malpractice shall be replaced immediate effect by SECOND Party
- Survey will be jointly done by Second party staff & Kanpur Nagar Nigam Staff
- Quality Check: KNN reserves right to do 10% quality check at random
- No major/material faults should be identified in data provided by SECOND Party
- Kanpur Nagar Nigam will appoint a nodal officer to support policy decision for this project & Zonal officers with ward wise survey officers for day to day working.

15. FIXING OF NUMBER PLATES

- Renumbering of properties with unique premises number will be done as per modern municipal laws published by Ministry of Urban Development
- Number plates should be as per model given in tender document
- Number plates shall be fixed at most prominent place of house as agreed by house owner.
- KNN will support the Survey Work & Plates Fixing Activities by publishing public notice through electronic & print media from time to time as required.
- While making the survey, the Second Party will take consent from the house owner/occupier for fixing on number plates, in cases where the concerned owner/occupier refuses for fixing of the number plate, the same will be captured in


11/09/06
नगर निगम, कावपुर


11/09/06
Page 6 of 7


11/09/06
नगर निगम, कावपुर
364

survey form and details of those houses will be submitted to Kanpur Nagar Nigam for further necessary action. In such cases second party will not be held responsible for non fixing of number plates.

16. ACCEPTANCE CRITERIA

Both the parties to this Agreement agree that the time is the essence of the Agreement and any delay by the First Party in submitting their feedback / suggestion / modification / approval / sign off for more than a week from the date of submission will effect delay in project and accordingly the duration for completion of works as specified in Clause 4 above shall get extended on pro rata basis. All sign off under this Agreement shall be given by Nodal Officer or any other person as authorized / appointed by Kanpur Nagar Nigam and intimated to the Second Party.

The Acceptance criteria for the purpose of this Agreement shall be as follows:

- In respect of Sr. No. 1 of Schedule of work under Tender Document: Data will be verified ward wise & acceptance of data will be given by Nodal Officer. This may be given after 10% random quality check by a team comprising of representative from both the Parties to the Agreement.
- In respect of Sr. No. 2 of Schedule of work under Tender Document - Development of GIS based Website and Applications Development: The acceptance will be as per the Specifications under Tender Document & SRS document as may be mutually agreed between the Parties to the Agreement.
- in respect of Sr. No. 3 of Schedule of work under Tender Document: Nodal Officer shall verify the data of DGPS points & Geo-reference maps.
- In respect of Sr. No. 4 of Schedule of work under Tender Document - Hardware & Software supply: The acceptance shall be after successful supply & installation of Hardware & Software.
- In respect of Sr. No. 5 of Schedule of work under Tender Document - Training: The acceptance shall be after satisfactory completion of training & Maintenance of GIS Applications.

WITNESSES:

Witness-1



Witness-2



Pract
11/9/06
(Badal Chatterjee)
FOR AND ON BEHALF OF THE
FIRST PARTY

J
11/09/06
(Jayant Bawa)
FOR AND ON BEHALF OF THE
SECOND PARTY

R
11/9/06
FOR AND ON BEHALF OF THE
FIRST PARTY