

68



उत्तर प्रदेश UTTAR PRADESH

BS 790764

AGREEMENT

ANNEXURE-XII

This contract agreement made on the [26/12/13] day of November 2013

BETWEEN

(1) Aruna Asaf Ali Govt. Hospital, Rajpur Road Delhi-54 (hereinafter called "the Procurer"), and
 a. GA DIGITAL WEB WORD PVT. LTD., a corporation incorporated under the laws of INDIA and
 having its principal place of business at No-1 Hargobind Enclave, Vikas Marg Extn. Delhi-110092
 (hereinafter called "the Service Provider")

Whereas the Procurer invited bids for certain services, viz., 'Computerisation of OPD, casualty, indoor patient registration services in hospitals of Delhi Government-Cluster-II' and has accepted a bid by the Service Provider for the supply of those Goods and Services in the sum of Rs. 4,76,77,032+ Taxes (Rupees Four Crore Seventy Six Lakh Seventy Seven Thousand Thirty Two Only + Taxes (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procurer and the Service Provider, and each shall be read and construed as an integral part of the Contract:

For GA DIGITAL WEB WORD (P) LTD.

Gaurav Joshi
 Director



[Handwritten mark]

- (a) This Contract Agreement
- (b) Tender Document No.. F(21)/CMP/513/DHS/SHIB/2013/CLUSTER-II
- (c) The Service Provider's Bid and original Price Schedules
- (d) The Procurer's Notification of Award
- (e) [Add here any other documents(s)]

- 3. The Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Procurer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procurer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Procurer hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above:

For and on behalf of the Procurer

Signed: [Signature]
16/11/2013

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

[Signature]

For and on behalf of the Service Provider

Signed: [Signature]


In the capacity Managing Director, CARIMA ARORA
In the presence of [insert identification of

official witness] [Signature]

ASIF HUSSAIN
REGIONAL MANAGER

[Signature]
16/11/13

GADIGITAL WEB ACRO LTD.
[Signature]
16/11/13
Dirac.