



Bihar Industrial Area Development Authority

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna—800004

Website-www.biadabihar.in, Email- biada@rediffmail.com Phone: 0612-2675998/2675991/2675889 (Fax)

Date.....

To

Sub.: Invitation of EOI for On-site Comprehensive Annual Maintenance Contract for the maintenance of various Computer Hardware, Laptops, UPS, printers, peripherals and trouble shooting of Local Area Network (LAN)/Internet etc. for BIADA, Patna and it's Regional Offices.

Bihar Industrial Area Development Authority having its Head office situated at 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna intends to give on-site Comprehensive Annual Maintenance Contract for the maintenance of various computers hardware equipment installed at **BIADA, Head Office and it's Regional Offices situated at Muzaffarpur, Darbhanga and Bhagalpur** for redressal of complaints/repairs etc. on time as per details mentioned in the **Annexure-I**.

In a position to meet requirement as per **Annexure-I**, eligible firms are requested to submit their sealed bids **based on two bid system i.e., Technical Bid and Financial Bid** as per our terms & conditions as set forth hereunder.

1. The Envelope of Technical Bid must contain the following documents.

- 1.1 Non-refundable Processing Fee of Rs. 1,000/- (Rupees One Thousand only) through a Demand Draft only drawn in favour of 'BIADA' Payable at Patna. **Any bid received without Processing Fee will be rejected summarily.**
- 1.2 Filled in Technical Bid (**Annexure-II**) signed by authorized person along with seal.
- 1.3 Letter of acceptance to the terms and conditions of the EOI.
- 1.4 The agencies dealing with any reputed manufacturer of Desktops/ Laptops/ Printers/ UPS/Projectors supply & services may submit their bids within stipulated time. The documentary proof must be attached.
- 1.5 The agency must be in the field of C-AMC of Computer Hardware items as per schedule of requirements for last three years (2013-14, 2014-15 & 2015-16). Supporting documents viz. copies of Job Order must be attached.

- 1.6 The financial turnover during the last three years ending 31st March 2016 should be at least Rs. 10 Lakhs in each of the year. The Agency must submit audited Balance sheets including Profit and Loss Accounts for the last three financial years as mentioned above.
- 1.7 The bidder has to attach copies of Income Tax Return for the last three assessment years.
- 1.8 Attach self attested copies of – (a) Certificate of Incorporation of the Firm, (b) Service Tax Registration Certificate, (c) Sales Tax/VAT Registration Certificate and (d) PAN.
- 1.9 The Agency shall furnish an undertaking that the agency is not blacklisted in any of the Government Department and Public Sector undertaking/enterprise in India during the last three financial years, no case pending against the agency with police/court and company is not in a process of liquidation.

2. The Envelope of Financial Bid must contain the duly filled Financial Bid (Annexure-III) signed by authorized person along with seal as follows.

- 2.1 Bidder has to quote their unit rates, taxes applicable and total amount for the quantity of items in respective columns with a Gross Total amount in rupees per annum for comprehensive annual maintenance contract for the items described in Sl. No. 1 of Financial Bid (Annexure-III).
- 2.2 For supply of consumable goods, Unit Rates has to be quoted for the respective items in Sl. No. 2 of Financial Bid (Annexure-III).
- 2.3 Financial Bids of the technically qualified bidders shall be evaluated on the basis of Gross Total of the Total Amount quoted per annum for Comprehensive Annual Maintenance Contract (for the items in Sl. No. 1) and Total amount for Unit rates for supply of goods (for the items in Sl. No. 2) of the Financial Bids (Annexure-III). Any difference between the amount quoted in figures and words, amount quoted in words shall prevail.

3. The scope of work:

- 3.1 Maintenance on comprehensive basis of PC's and PC peripherals including trouble shooting.
- 3.2 The agency has to ensure uninterrupted connectivity of LAN in all components till users. It includes installation of Ethernet card drivers, monitoring of cables from time to time to check proper connectivity, crimping of connectors, configuring and assigning of IP addresses of all nodes. The agency will also undertake cable laying activities as and when required by different components to extend network connectivity. The agency will further ensure that all users are

- directly connected with the network and are able to access servers, send or receive mails, browse the internet and are able to share files through networking.
- 3.3 Computer and Network virus Removal.
 - 3.4 To check the port readiness of network switches and Hubs with the help of LAN Tester.
 - 3.5 To check the connectivity of the cable with the help of LAN Tester.
 - 3.6 To re-crimp a LAN node for any PC as and when required and able to identify LAN and internet faults.
 - 3.7 To replace and re-install any corrupt networking system files. The all parts must be repaired/replaced by the firm/agency within the cost of AMC.
 - 3.8 Setting Network configuration across different version of Windows OS like Window XP/2007 and Windows Server 2003 or later version if applicable etc.
 - 3.9 Trouble shooting network with respect to accessing network Laser Printer or any other sharable resources.
 - 3.10 To attend any problem relating to network.
 - 3.11 Vender shall refill/refurbish toner/drum/ribbon of the cartridges of Printers/Fax/Bar Code Printer respectively to determine if the cartridge can be refilled or replaced. The refilling work should be done by completely removing the spent toner powder from the toner cartridge and filling of cartridges to capacity with new toner meeting or exceeding OEM standards.
 - 3.12 Under the provision of contract firm/agency has to provide weekly routine visit (at least two days in a week) and breakdown visit as and when required during the working hours (09.30 am to 6.00 pm) in working days of BIADA for day to day complaints and breakdown. Breakdown of the machine must be attended by firm's/agency's service engineer within 24 hours after receiving the complaint from Officers/Employees of BIADA. In the event of service required after above hours or on holidays, the agency should be prepared to provide services with no extra charges.
 - 3.13 **The comprehensive maintenance shall cover:**
 - 3.13.1 Maintaining of all items under AMC in good working condition. bidders are required to depute a technical person at Head Office, BIADA, Patna having a knowledge of Computer Hardware and Networking and other allied services with at least three years working experience and in case of Regional Offices of BIADA at Muzaffarpur, Darbhanga & Bhagalpur the firm should ensure the services by keeping one local technical person in touch of Senior most Officer at the said Regional Office, BIADA for redressal of complaints/repairs etc. on time. In both cases the qualification of Technical Person will be the same who should have of working experience in computer hardware/software and different

type of peripherals including laser printers/scanners Laptop etc. as mentioned in Annexure-I of bid document and should be equipped with the maintenance kit comprising of tool box, multimeter, diagnostic software, device driver software, external CD-ROM/storage drive and any other tools required for carrying out such services. The Technical person should be made available in all working days between 09.30 AM to 06.00 PM for maintenance/repair of the systems/peripherals in BIADA Head Office and local technical person should be in touch at Regional Offices. In case of emergency repairs during holiday and after working hours, the Technical Person shall be made available at no extra charges. The Technical person shall not carry out any maintenances repair work of any other party in BIADA premises.

3.13.2 AMC is comprehensive in nature and includes all parts of the computers/ printer/scanner/Laptop/LAN provide the repairs/replacement of defective parts of various machines within the maintenance charges including printer belt, Teflon paper of printer, socket of printer, lamp of scanner, printer band, logic card, printer head, Tray, Daisy wheels, Printer roller, Tray & Door, Printer belt, Transparency film, Sealed Magnetic media, Knobs, Tractors rods, Hard Disk, Fuser Assembly, Printer knobs, online buttons, gear, CPU along with mother board, FDD,DVD, HDD, RAM, SMPS, Monitor, Picture Tube, Mouse, Keyboard, Modem, IO Box, Patch Cable, LAN Cable etc. whichever applicable including consumable parts except batteries, printer cartridges, ink, ribbons and other parts which are bound to go bad due to what so ever reason including technical, electrical, burn out, wear and tear etc.

4. Terms & Conditions:

- 4.1 The Bidder must provide all the information about his agency in Technical Bid (Annexure-II) attaching demand draft of processing fee and all valid self attested supporting documentary proofs. The Financial Bid (Annexure-III) must be as per specifications given on Annexure-I.
- 4.2 The Technical Bid shall be opened first and evaluated on the basis of information provided and supportive valid documents. The Financial Bids of Technically qualified bidders only shall be opened on the date further declared.
- 4.3 On issuance of acceptance letter by BIADA, the successful bidder shall deposit Performance Security in the form of Demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of BIADA payable at Patna within the stipulated time. The Performance Security Deposit will be refundable without interest after two months of the completion of the contract after adjusting all the dues, if any.

- 4.4 The selected firm has to enter into an agreement (**as per Annexure-V**) after depositing the Performance Security as above. On execution of the agreement, Work order will be issued w.e.f. the date mentioned in the agreement.
- 4.4 The C-AMC firm should keep sufficient original spare parts equivalent to 2 machine for immediate repair of laptop/desktop/printer. The LaserJet printer maintenance charges include all parts including Fuser Assemblies & Fuser units. It does not include toner cartridges of printers & battery of Laptop. Before submitting the bid, agency(s) must visit the respective sites for check the working condition of installed computer hardware items etc.
- 4.5 Since the C-AMC services are to be made at Patna, Service Tax/WCT to be charged should be shown separately, if no service tax/ WCT is shown separately, it will be presumed that service tax/WCT is shown separately, it will be presumed that service tax/WCT is included in the rates.
- 4.6 Bidders are requested to quote their Service Tax/ Work Control Tax no. for the purpose of making payment on account of Service Tax/Work Control Tax No. and also to provide the xerox copies of the same.
- 4.7 The bidder should be conversant with the handling of repair and maintenance of all the Computer Systems and associated peripherals covered in the specifications.
- 4.8 Failure of submission of any of the documents in Technical Bid will make the bid rejected as non-responsive. BIADA will have the option to treat some documents as mandatory/optional in the benefit of the BIADA.
- 4.9 The firm should have proper workshop with well qualified engineers and the latest/modern gadgets and tools for service/repair/maintenance of computers/ printers/ scanners/servers etc. (Documentary evidence with complete current address, name of contact person with Telephone/Mobile No. should be submitted).
- 4.10 The Technical Person should have their own/vendor vehicle and mobile phone to facilitate them at work place. All the charges towards fuel, maintenance of vehicle and mobile phones/call charges shall be borne by the vendor. If technical Person does not report for duty, vendor should provide alternative of the same capacity. If vendor fails to provide alternative, then penalty @ Rs.1000/- per week for technical person will be deducted from the AMC charges under the contract.
- 4.11 No advance payment will be made to the bidder. The performance of the bidder will be monitored/assessed monthly by the Authority on the basis of Monthly Preventive Maintenance Report. Quarterly payment will be made as follows –
(a) Payment for Comprehensive Annual Maintenance shall be done against the quarterly bill submitted by the contractor along with Preventive Maintenance

- Report for the three months countersigned by authorized person of BIADA. The amount for the same shall be 1/4th (i.e., quarterly) of the finalized annual contract amount of C-AMC (as per items of Sl No. 1 of Annexure-III) after adjusting any penalty etc. (if any in the said month).
- (b) Contractor has to incorporate the additional amount with details of items with quantity supplied for consumable goods in the said quarter (if any) on the finalized rates (as per consumable items of Sl. No. 2 of Annexure-III). The supply of the said consumable items should be done against supply orders issued by competent authority of BIADA only. Contractor has to attach a copy of supply order of the same with the bill for payment.
- 4.12 The service provider will ensure shifting/movement of computer systems or other item under the contract within the building or out of the Head Office building, through his manpower responsible for the maintenance.
- 4.13 The C-AMC shall be awarded for a period of one year but extendable on rendering satisfactory services with the successful technically-commercially qualified lowest bidder. The performance of the contractor will be assessed by the BIADA on monthly basis.
- 4.14 Bids shall remain open for acceptance for 90 days or as may be specified from the date of opening. No revision/modifications in the quoted rate will be allowed during the period of validity of bid or the extended period.
- 4.15 Bidder should furnish details of Comprehensive Annual Maintenance Contracts carried out by them in last three years giving complete details viz. name of the clients/ customer and their contact numbers with copies of the award letters.
- 4.16 The C-AMC provider would be required to use only genuine spare parts in the equipment; a certificate to that effect should be given by bidder.
- 4.17 The C-AMC provider would be required to provide preventive maintenance to all the above equipment on monthly basis.
- 4.18 The standby equipment to be provided should be of same make and specifications. The BIADA reserves the right to cancel the contract if the quality of material supplied/services offered fall below the required specifications and also if the deliveries are not made in accordance with the delivery schedule.
- 4.19 The successful vendor shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the BIADA otherwise the BIADA shall have the right to cancel the contract and to purchase the goods elsewhere and the successful vendor shall be liable to the authority for any loss of damage which the authority may sustain in consequence or arising out of such purchase.
- 4.20 The vendor should not erase or mutilate any word (s) of figures occurring in the bid; otherwise the bid may be ignored. The bid should be free from overwriting. All corrections and alteration should be duly attested by the bidder.

- 4.21 The time to attend the fault may be indicated. The maximum response time for maintenance complaint during C-AMC period shall not exceed 24 hours.
- 4.22 BIADA also reserves the right to terminate the Contract/ Agreement without any notice in the event of your services is not being found satisfactory.
- 4.23 BIADA also reserves the right to accept or reject any bid in whole or in parts without assigning any reason thereof. Further, the Authority does not bind itself to accept the lowest bidder or assign any reason for non-acceptance of the same.
- 4.24 If the successful bidder will not be able to provide satisfactory services, a penalty of 10% will be imposed on the payment of the effected months(quarter).
- 4.25 This contract extends only to problems arising out of normal functioning of equipment and contract does not cover break down or services for separate cost, arising out of damages caused due to fire, theft, riots, accidents earthquake storm and other nature calamities.
- 4.26 All the documents & annexure etc. should bear the page numbers & signed by the authorized signatory of the firm.
- 4.27 The bid should be unambiguous in all respects.

5. **Submission of Bid:**

Technical Bid along with Demand Draft of Processing Fee and required copies of documents be kept in a sealed envelope and the Financial Bid must be kept in separate sealed another envelope, clearly indicating “TECHNICAL BID” and “FINANCIAL BID” with the detailed address of the Bidder. Both sealed Technical & Financial Bid’s envelope must be kept further in common envelope providing detailed address of the Bidder and must be super scribed “**EOI for C-AMC of Computer Hardware for BIADA**” addressed to **the BIADA, 1st Floor Udyog Bhawan, Gandhi Maidan, Patna**. The Bid must be dropped in Tender Box of BIADA not later than **03:00 PM on 09.08.16** at **1st Floor Udyog Bhawan, Gandhi Maidan, Patna**. In the event of the specified date for the submission of bids being declared a holiday, the offers will be submitted on the next working day. The bid received after the due date & time will not be entertained.

6. **Opening of the Bids:**

Sealed bids dropped in Tender Box up to **03:00 PM on 09.08.2016** will be taken up for opening of Technical Bid. Bids received after the specified date and time will not be accepted. BIADA reserves the right to disqualify any or all of the Bids in case it is not satisfied with the documents furnished or otherwise without assigning any reasons thereof. The Technical Bids shall be opened up on the same day at **04:00 PM at Conference Hall of BIADA, 1st Floor Udyog Bhawan, Gandhi Maidan, Patna**.

7. Termination for Insolvency:

BIADA may at any time terminate the Contract Agreement by giving a written notice to the awarding firm, without compensation to the firm, If the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to BIADA.

8. Force Majeure:

8.1 Should any force majeure circumstances arise, each of the contracting parties shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

8.2 Force Majeure shall mean fires, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lock-outs beyond the control of either party.

9. Arbitration:

In the event of any question, dispute or difference arising between BIADA and the company relating to any matter arising out of or connected with the servicing, maintenance and installation/delivery, job assigned to the firm for execution under the contract agreement, the same shall be referred to the Sole Arbitration of an officer to be nominated by Managing Director, BIADA. The decision of the Arbitrator shall be final and binding on both the parties to the agreement with jurisdiction as Patna only.

Yours,

Secretary
BIADA, Patna

Description of the Work

Sl. No.	Brief Description of the Work	List of Items with Expected Quantity	Installed at	
1.	Onsite Comprehensive Annual Maintenance Contract (AMC) of Servers, Computers, Laptops, Scanner, UPS, Printers/Fax with Refilling/ Refurbishing of Tonners/ Bar Code Ribbon and Trouble Shooting of Local Area Network (LAN) for the period of one year which may be extended upto two subsequent years as per satisfactory services.	1. IBM Servers Intel Xeon dual Core 3.00 Ghz, I333 Mhz FSB, 2GB RAM, DVD ROM, 73 GB Hot Swap SAS HDD with Windows 2003 server Integrated Dual Giga Bit Ethernet	2	Bihar Industrial Area Development Authority, 1 st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-4.
		2. Desktop HCL INFINITI M A 300/375 PRO with 47CM (10.5') HCL Wide LCD Monitor, OS Windows 7, all connected by LAN to Server.	40	
		3. HP Laserjet P1007/P1106 Printer.	27	
		4. HP Colour Laserjet CP1525n Printer.	1	
		5. Argox OS-214TT Thermal Transfer Barcode Printer alongwith Argox AS-8250 CCD Barcode Scanner.	1	
		6. HP Scanjet G3110 Scanner.	1	
		7. Panasonic Laser Fax KX-FL422.	1	
		8. Plotter Canon ImagePROGRAF iPF710	1	
		9. ACPL 5KVA/192V IGBT Base On-line UPS.	1	
		10. UNILINE 500VA UPS.	44	
		11. LAN Switches/Broadband Modems.	8	
		12. Desktop HCL INFINITI M A 300/375 PRO with 47CM (10.5') HCL Wide LCD Monitor, OS Windows 7.	2	Bihar Industrial Area Development Authority, Regional Office, Bela, R.K. Ashram, Muzaffarpur.
		13. HP Laserjet P1007/P1106 Printer.	3	
		14. UNILINE 500VA UPS.	3	Bihar Industrial Area Development Authority, Regional Office, New Industrial Estate, Bela, Darbhanga.
		15. Desktop HCL INFINITI M A 300/375 PRO with 47CM (10.5') HCL Wide LCD Monitor, OS Windows 7.	2	
		16. HP Laserjet P1007/P1106 Printer.	3	
		17. UNILINE 500VA UPS.	3	Bihar Industrial Area Development Authority, Regional Office, Large Industrial Estate, Barari, Bhagalpur.
		18. Desktop HCL INFINITI M A 300/375 PRO with 47CM (10.5') HCL Wide LCD Monitor, OS Windows 7.	1	
		19. HP Laserjet P1007/P1106 Printer.	2	
		20. UNILINE 500VA UPS.	3	

TECHNICAL BID

(To be submitted on the letterhead of the firm)

Annexure-II**Performa for On-site Comprehensive Annual Maintenance Contract for various Computer Hardware, Laptops, UPS, printers, peripherals and trouble shooting of LAN/Internet etc. at BIADA.**

Technical Bid should indicate following information along with the self Attested photocopies of supporting documents:

1. Name of Firm/Agency : _____
2. Permanent Address : _____

3. Local Address : _____

4. Phone/Fax No./Mob. No. : _____
5. Email Address : _____
6. Type of Organization : _____
(Whether sole proprietorship/partnership/society/Private Limited/Limited attach proof)
7. Name of Proprietor/Partners _____

Details of Processing Fee

DD No. _____

Date _____

Amount _____

Bank _____

Sl. No.	Documentary Proof of	Registration No. with Date & validity up to	Proof Attached (If Yes then Page no.)
1	Proof of incorporation/Proof of registration		
2	Letter of acceptance to the terms & conditions of the NIQ		
3	Proof of Authorized service provider		
4	Work experience certificate of last three years		
5	Year wise Financial turnover (in Rs.) of last three years		
6	Income tax return for the last three years		
7	Service tax registration		
8	Sales Tax/VAT Registration		
9	PAN Number		
10	Income tax return for the last three years		
11	Undertaking that firm is not blacklisted during the last three financial years, no case pending with police/court and company is not in a process of liquidation		

*Signature of the authorized person
with Seal of the Firm/Agency*

FINANCIAL BID

(To be submitted on the letterhead of firm)

Annexure-III

Date:

To,

Bihar Industrial Area Development Authority
1st Floor, Udyog Bhawan, East Gandhi Maidan,
Patna-800 004.

Sub: **Submission of Rates for onsite Comprehensive Annual Maintenance Contract (AMC) of Servers, Computers, UPS, Printers/Fax with refilling/refurbishing and Trouble Shooting of Local Area Network (LAN)/Internet at BIADA, Patna and it's Regional Offices situated at Muzaffarpur, Drabhanga & Bhagalpur.**

Ref: **Invitation of EOI Dated**

Sl. No.	Brief Description of the work	Items for Comprehensive Annual Maintenance Contract	Qty	Quoted Unit Rate for C-AMC in Rupees	Service Tax/VAT/ Sale Tax @%	Total Amount in Rupees
1.	Maintenance of Servers, Desktops, Printers, Scanner, Plotter, Fax, UPS & Laptops with trouble shooting of LAN/Internet and Refilling/Refurbishing of Toner Cartridges Installed at Head Office BIADA, Patna and its Regional Offices situated at Muzaffarpur, Darbhanga & Bhagalpur.	1. IBM Server Intel Xeon dual Core 3.00 Ghz, I333 Mhz FSB, 2GB RAM, DVD ROM, 73 GB Hot Swap SAS HDD with Windows 2003 server Integrated Dual Giga Bit Ethernet.	2			
		2. Desktop HCL INFINITI M A 300/375 PRO with 47CM (10.5') HCL Wide LCD Monitor, OS Windows 7, all connected by LAN to Server.	45			
		3. HP Laserjet P1007/P1106 Printer.	35			
		4. HP Colour Laserjet CP1525n Printer.	1			
		5. Argox OS-214TT Thermal Transfer Barcode Printer alongwith Argox AS-8250 CCD Barcode Scanner.	1			
		6. HP Scanjet G3110 Scanner.	1			
		7. Panasonic Laser Fax KX-FL422.	1			
		8. Plotter (Canon ImagePROGRAF iPF710)	1			
		9. ACPL 5KVA/192V IGBT Base On-line UPS.	1			
		10. UNILINE 500VA UPS.	53			
		11. Refilling/ Refurbishing (with drum/blade/PCR) of Toner Cartridge of HP Laserjet P1106/1007 Printer.	35			
		12. Maintenance of LAN/Internet with all nodes, Cables, IO Box, Switches & Modems etc. as per the scope of work mentioned in the bid document.				
		Total (Sl. No. 1)				
2.	Unit Rates for supply of consumable new cartridges/ ribbon/ roll of Printer/ Fax & Bar Code Printer , if required.	1. Toner Cartridge of HP Laserjet P1106/1007 Printer				
		2. Black Cartridge of HP Colour Laserjet CP1525n Printer.				
		3. Cyan Cartridge of HP Colour Laserjet CP1525n Printer.				
		4. Magenta Cartridge of HP Colour Laserjet CP1525n Printer.				
		5. Red Cartridge of HP Colour Laserjet CP1525n Printer				
		6. Drum Cartridge of Panasonic Laser Fax KX-FL422.				
		7. Toner Cartridge of Panasonic Laser Fax KX-FL422.				
		8. Paper Roll of Argox OS-214TT Barcode Printer.				
		9. Ribbon Roll of Argox OS-214TT Barcode Printer.				
		Total (Sl. No. 2)				

After physical verification, we agree to provide the comprehensive annual maintenance and supply of consumable goods as per terms & conditions in the bid document in accordance with the specifications. Total amount for the Comprehensive Annual Maintenance for the items described in Sl. No. 1 is Rs (Rupees) per annum and unit rates for the supply of consumable goods are as above quoted for the respective items in Sl. No.2.

*Signature of the authorized person
with Seal of the Firm/Agency*

PERFORMANCE SECURITY FORM

To:.....(Name of Purchaser)

WHEREAS..... (Name of the Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Notification of Award) No..... dated, 20... to supply.....
(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of.....
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20.....

Address:.....

.....

Note: The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non - judicial stamp paper of Rs. 100/ - (One Hundred only). The non - judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication.

(On 1000/- Non-Judicial Stamp Paper to be signed by the selected bidder, before rendering services to the BIADA)

CONTRACT AGREEMENT

This agreement is made on between Bihar Industrial Area Development Authority, Patna (Hereinafter called BIADA which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Agency which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part.

1. Whereas BIADA has invited Expression of Interest (EOI) providing for Comprehensive Annual Maintenance Contract (C-AMC) of Computers, Laptops, UPS, Printers and Trouble Shooting of Local Area Network (LAN)/Internet at BIADA, Patna and it's regional offices situated at Muzaffarpur, Bhagalpur & Darbhanga.
2. The contract period shall be initially for a period of..... with effect from.....to..... which can be extended on satisfactory performance and mutual consent of both the parties for the additional period.
3. It shall be the sole responsibility of the Agency to ensure effective services and if there is any loss/damage during the duties, the same shall be recovered from the agency.
4. The Agency will take all steps as required under law in case of any loss or other contingency in consultation with the BIADA.
5. The Agency has deposited a Performance Security of..... (Rupees.....only) vide DD No. dated issued by in favour of BIADA, payable Patna which shall carry no interest.
6. The Agency will not sub-let this contract of these services to any other agency or individual(s).
7. The Contract amount of this work is as per the rate approved.
8. The Agency will be responsible for compliance of various statutory obligations as per Law.
9. The Agency shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
10. The responsibility for implementing the instructions/guidelines for working on National holidays and Sundays would be of the Agency.
11. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
12. Any loss due to negligence, if proved will be compensated by the Agency.

14. The Terms & Condition & Rates will be as per Bid Document and Contractor hereby agree to commence the work.
15. The agency shall assign the job of Servicing and Maintenance of each unit to qualified and expert persons and also assume full responsibility for the safety and security of man and machine. BIADA have no direct or indirect liability arising out of any negligence/accident which is also an offence under any section of IPC and any loss caused to the property of BIADA have to be suitably compensated by the agency.
16. Decision of BIADA in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the Agency.
17. That in case of any loss being suffered by BIADA or the violation of the terms and conditions of contract; the BIADA shall have right to deduct all claims against Agency and BIADA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
18. That in case if the Agency withdraws from the contract within the period of contract, the BIADA shall forfeit the performance security amount without any refund.
19. The other terms & conditions mentioned in bid document shall also be a part of this agreement.
20. Termination: The Contract may be terminated by giving one months notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Agency being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

20. Penalty:
 - a. In case of pre mature termination of the contract due to any of the clauses of the security amount shall be forfeited.
 - b. If the contractor will not be able to provide satisfactory services, a penalty of 10% will be imposed on the payment of the effected month.
 - c. If Technical Person does not report for duty, vendor should provide alternative of the same capacity. If vendor fails to provide alternative, then penalty @ Rs.1000/- per week for engineer will be deducted from the AMC charges under the contract.
 - d. If the agency fails to attend or rectify any complaint of LAN as well as equipment/s, BIADA may forfeit the Performance Security Amount, blacklist the agency and the required work will be done from the other sources at the

contractor's risk and cost. In this regard decision of the Managing Director of the BIADA will be final.

- 21. Arbitration:** In the event of any question, dispute or difference arising between BIADA and the company relating to any matter arising out of or connected with the servicing, maintenance and installation/delivery, job assigned to the firm for execution under the contract agreement, the same shall be referred to the Sole Arbitration of an officer to be nominated by Managing Director, BIADA. The decision of the Arbitrator shall be final and binding on both the parties to the agreement with jurisdiction as Patna only.

THIS WITNESS WHEREOF both the parties have subscribed their respective hands with their seal in PATNA in the presence of the witness:

For BIADA, Patna

For(Agency)

Witness:

Witness:

1.

1.

2.

2.