



INFRASTRUCTURE DEVELOPMENT AUTHORITY

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

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N.I.T. For Comprehensive Annual Maintenance Contract (AMC) for Computers, Laptops, Online UPS, Printers, Scanners, Network & other IT peripherals, including Troubleshooting and Deployment of Technical Manpower at IDA Office

TENDER NOTICE No.- 32/TEN/IDA/26

Sealed tenders are hereby invited from reputed and duly registered agencies, under the Two-Bid system, comprising Technical Bid and Financial Bid, for providing Comprehensive Annual Maintenance and IT support Services for Computers, Laptops, Online UPS, Printers, Scanners and other IT peripherals, including network troubleshooting and deployment of dedicated technical manpower at Infrastructure Development Authority (IDA) Office (hereinafter referred to as "IDA").

Detailed information of the Tender Document may be viewed and downloaded from the IDA website **www.idabihar.com**. The bidder shall submit non-refundable tender processing fee of Rs. 1000/- (Rupees One Thousand only) in the form of a demand draft in favour of Infrastructure Development Authority payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope shall be dropped in Tender Box by **3.00 p.m. on 12-11-26**. The Technical bid will be opened on **12-11-26 at 4.00 p.m.** at Conference Hall, IDA, Patna. The tenders received after the stipulated date and time, or submitted without the requisite tender processing Fee, as well as conditional, incomplete or non-responsive tenders/ bids in any respect shall be liable to be rejected. The IDA reserves the right to accept or reject any or all tenders without assigning any reason. The Successful bidder shall be required to enter into a legal contract/agreement with the IDA on the prescribed terms and conditions before commencement of the services.


Director Administration

I . Technical Bid Envelop should contain the following:-

1. The Bidder shall be a legally constituted and duly registered entity under the applicable laws of India and shall be competent to enter into a contract with the Infrastructure Development Authority, Bihar, Patna. The bidder may be Proprietorship Firm/ Partnership Firm/ Limited Liability Partnership (LLP)/Private Limited Company/ Public Limited Company/ any other legally constituted entity eligible to undertake the services covered under this Tender, as permitted under applicable laws. The bidder shall possess and maintain, throughout the period of the contract, all mandatory registrations, licences, approvals, authorisations and statutory compliances required under applicable laws for providing the services covered under this Tender.
2. The Bidder shall possess the following valid statutory registrations and details, copy of the same shall be self-attested and provided in the Technical Bid:
(i) GST (ii) PAN (iii) any other statutory registrations/approvals (iv) Audited Profit & Loss Account for the last three years
3. The Bidder must have at least two (02) years of experience in providing similar services during the period specified in the Tender, involving comprehensive maintenance/ support of IT and related equipment. For the purpose of this Tender, Similar services shall include : Comprehensive Annual Maintenance Contract (AMC)/maintenance/support services for the following :
 - Desktop Computers and Laptops
 - Printers and Scanners
 - Online UPS and related power-backup equipment
 - LAN/Networking Equipment and network troubleshooting
 - Hardware and Software Troubleshooting
 - IT infrastructure support
 - Deployments of One (01) technical person for IT Support Services.

The bidder should have provided such services to Central government/State Government departments, Government offices, Public Sector undertaking (PSUs), Autonomous bodies, Local Bodies, Government institutions and other reputed organisations and the documentary evidence justifying the above experience shall be provided in the Technical Bid.

4. The Bidder shall have a minimum annual turnover of Rs. 10.00 Lakh (Rupees 10 Lakh only) in at least one of the last three (03) completed financial years
5. The Bidder shall have duly filled its Income Tax Returns (ITRs) for the last three (03) completed financial years.
6. The bidder shall have adequate technical capability, qualified technical personnel and necessary infrastructure to successfully perform the comprehensive AMC, hardware/software troubleshooting, network maintenance and technical support services covered under this Tender.
7. The technical personnel deployed by the bidder shall possess appropriate knowledge and practical experience in areas including, but not limited to :
 - a) Desktop and laptop hardware troubleshooting and maintenance
 - b) Installation, configuration and troubleshooting of operating systems and application software

- c) Printer, Scanner and other peripheral maintenance
- d) Online UPS and related IT Power-backup equipment support
- e) LAN/Network troubleshooting, including switches, cabling, IP configuration, connectivity and related network issues
- f) Virus/malware troubleshooting and basic system security support
- g) Installation/configuration of device drivers and network resources
- h) General IT User support and troubleshooting.

The bidder shall deploy one (01) dedicated qualified IT support personnel at IDA Office, Patna, who will be physically present in the office on all working days from 9.30 AM to 6.00 PM and can be also called to office on holidays if needed. A replacement shall be provided by the bidder if the deputed technical personnel is on leave/absence.

- 8. The Bidder shall have a functional office/ shop/ service facility within Patna Municipal Corporation Area
- 9. The Bidder shall not have been debarred, blacklisted or suspended by the Government of India, any State Government, Government Department, Public Sector Undertaking, Autonomous Body, Statutory Body or any other Government body, and shall not have any pending criminal case before any Police Authority/Court against the Bidder or its Proprietor/Partners/Directors, as applicable. A self-undertaking in this regard shall be provided.
- 10. Self-undertaking to be provided regarding information submitted in the bid is correct and if found to be false at any time, contract may be terminated
- 11. **Note: Proof in support must be enclosed for above eligibility criteria.**

II. PROCEDURE

- 1. Tender Bids should be placed in a properly sealed envelope addressed to **The Director (Administration), Infrastructure Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004.**
Technical bid along with Tender processing Fee be **put up in a separate envelope** and the Financial Bid should be **put in separate sealed another envelope**, clearly indicating "TECHNICAL BID" and "FINANCIAL BID" with the details of the Bidder. Both sealed Technical & Financial Bids' envelopes should be **put in one envelope and must be superscribed Tender for "Comprehensive Annual Maintenance Contract (AMC) for Computers, Laptops, Online UPS, Printers, Scanners, Network & other IT peripherals, including Troubleshooting and Deployment of Technical Manpower at IDA Office"** with the name, address & phone numbers. of the Bidder. The tender must be dropped in Tender Box of IDA on the date & up to the time mentioned in the tender notice and the technical bid will be opened in Conference Hall, IDA on the day and time specified for the same in the presence of Bidders or their authorized representatives.
- 2. The Bidder shall acquaint himself duly with Computers, Laptops, UPS, Printers, Scanner & other peripherals and Troubleshooting of Network in Infrastructure Development Authority, before quoting their rates. No compensation on account of any difficulties will be entertained at a later date after award of works.
- 3. That the technical bid shall be opened first and only the eligible bidders selected by Tender Committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee.

4. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
5. **An Index page showing contents/annexure & Page No. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized Signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
6. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words.
7. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend about the Bidder to which the offer shall be granted based on the basis of lottery. The decision of the Managing Director IDA shall be final.
8. Any changes with respect to this tender will be notified through website www.idabihar.com only.
9. IDA reserves the right to accept or reject any or all the tenders without assigning any reason.
10. It shall be ensured that every page of Tender document is duly numbered and signed with seal of the bidder without any cutting and overwriting.

III. Scope of Work

1. The selected agency shall be responsible for the overall upkeep, maintenance and proper functioning of the hardware, peripherals and authorized software covered under the AMC.
2. Repair to be carried out at the location of the equipment.
3. The software maintenance shall include installation, reinstallation, configuration, updating and, wherever necessary, formatting/ reinstallation of supported version of Windows Operating System and authorised application software used by IDA, including Microsoft Office and antivirus/ security software. The scope shall also include removal of viruses / malware, troubleshooting of software related issues, restoration/reinstallation of corrupt software, installation of necessary device drivers and configuration of system software. The agency shall provide assistance with data backup and recovery from corrupted or inaccessible storage devices. The agency shall also provide user support and troubleshooting for authorised software applications installed on Systems at IDA.
4. The Comprehensive Annual Maintenance Contract (AMC) shall cover preventive and corrective maintenance of all computers, laptops, printers, Scanners, UPS systems and other covered IT equipment and peripherals installed/used at IDA. The scope shall include troubleshooting, repair, reinstallation/ reconfiguration of operating system and authorized application software, data backup and assistance of data recovery, virus/ malware removal , and repair/ replacement of defective hardware components, as required for restoring the equipment to working condition.

The AMC shall cover all the major and minor components and accessories of the covered equipment, including, but not limited to, Motherboard, processor, RAM, HDD/SSD, SMPS, PCB, power supply units, optical drives, keyboard, mouse, internal/

external interface, cables and other integral components. The AMC shall also cover the UPS Systems, including the online APC UPS of 6 KVA capacity. The cost of labour, service, repair and replacement of defective components covered under the AMC shall be borne by the selected agency and shall not be charged separately to IDA.

The preventive maintenance shall include periodic inspection, cleaning, testing and health-checking of the covered equipment and peripherals, including checking of hardware components, storage devices, system performance, UPS condition, printers, scanners and other relevant equipment, to identify and rectify potential faults before they result in equipment failure. The agency shall submit a preventive maintenance/service report to IDA after completion of each scheduled preventive maintenance activity.

5. The selected agency shall attend to and resolve complaints/breakdowns relating to computers, laptops, printers, scanners, UPS systems, network-related equipment and other IT peripherals covered under the AMC. Where immediate restoration is not possible, the agency shall provide a suitable standby/replacement arrangement, wherever required, to minimize disruption to the normal functioning of IDA.
6. The selected agency shall provide the details of the technical personnel deployed for providing services under the AMC, including their educational/technical qualifications, relevant experience and identity details, to IDA before deployment. The credentials and identity of the deployed technical personnel shall be duly verified and certified by the selected agency.
7. The selected agency shall provide troubleshooting and maintenance and necessary technical support for the LAN and related network connectivity within the IDA premises. The scope shall include diagnosis and rectification of LAN connectivity issues, checking the operational status of network ports on switches and other network devices, testing LAN cables and network points using appropriate testing equipment, monitoring of network cables connectivity, installation and configuration of network interface drivers, configuration and assignment of IP addresses and other basic network settings, crimping/re-crimping of RJ-45 connectors, and identification and rectification of LAN and internet connectivity faults.

The agency shall also provide necessary support for configuring and maintaining connectivity to network printers, shared network resources and other authorized network services. The agency shall ensure proper connectivity of end-user systems with the existing network infrastructure and provide necessary assistance for Internet access and file/resource sharing over the network. Minor cable-related works required for restoration or maintenance of existing network connectivity shall be carried out by the agency as part of the AMC. Any major/new network cabling, additional network infrastructure or materials not covered under the AMC shall be undertaken only with the prior approval of IDA.

8. A standby arrangement shall be made in case the equipment is to be taken to workshop for repair. The agency shall obtain prior permission from the designated IDA official. The equipment shall be properly recorded at the time of handing over.
9. The technician shall be an Indian national only
10. Under the provision of the contract firm/agency has to provide one technical person, who will be available at the IDA office during the working hours (09.30 am to 6.00 pm) on working days of IDA for day to day complaints and breakdown. Breakdowns shall be attended to immediately upon receipt of the complaint from authorised officers/employees of IDA. In the event that service is required after the above-

mentioned hours or on holidays, the agency shall provide such services without any additional charges.

11. The selected agency shall maintain proper records of all complaints, breakdowns, preventive maintenance activities, repairs carried out, components replaced and equipment taken to the workshop, if any. The agency shall submit periodic service/maintenance reports to IDA containing details of the services provided and pending issues, if any.
12. Response/Attendance Time :

The Agency shall attend to complaints/breakdowns within the following prescribed time limits:

- Critical network/Online UPS issue: Immediate response and attendance within 1 hour
- Other equipment breakdown: within 2-4 hours
- Minor/general complaint: within the same working day

IV. TERMS AND CONDITIONS

1. The bidder shall submit the **Technical Bid** and **Financial Bid** in the manner prescribed in the tender document and through the mode/platform specified by IDA. The Technical Bid shall contain all documents, information, declarations, credentials and other details as prescribed in **Annexure-I (Technical Bid)**. The Financial Bid shall be submitted separately in the prescribed format as **Annexure-II (Financial Bid)**.
2. The successful bidder shall furnish the Performance Security in the form of Demand Draft of Rs. 30,000/- (Rupees Thirty Thousand only) in favour of Infrastructure Development Authority , Patna within 07(seven) days from the date of issue of the Letter of Acceptance/Work Order or within such period as may be specified by IDA.
3. The Performance Security shall be retained by IDA during the contract period and released **without interest within 02 (two) months after completion/expiry of the contract**, subject to satisfactory performance and fulfilment of all contractual obligations by the selected agency.
4. The successful bidder shall commence the services within the stipulated period specified in the Letter of Acceptance/Work Order. Failure to commence the services within the stipulated period may result in cancellation of the contract and forfeiture of the Performance Security, as applicable.
5. In case IDA procures any additional hardware or IT equipment during the contract period, the selected agency shall provide necessary **installation, configuration, integration and technical support** for the same, as required by IDA, without any additional service charges.
6. The AMC charges shall be paid in **four equal quarterly instalments**, subject to satisfactory performance of the services during the respective quarter.
7. The selected agency shall deploy qualified personnel and be responsible for their conduct, safety and proper handling of IDA equipment. Any loss or damage to IDA property caused by negligence, misconduct or improper handling by the agency or its personnel shall be suitably compensated by the agency. IDA shall not be liable for any accident, injury or loss arising from such negligence or misconduct.
8. In case the agency fails to attend or rectify any breakdown within the prescribed response/resolution time, IDA may get the work carried out through another agency,

- and the expenditure incurred shall be recovered from the agency's bill or Performance Security. The agency shall replace any defective covered component, wherever required, without any additional charge to IDA
9. The selected agency shall maintain regular coordination with the designated IDA official for effective and timely delivery of the services.
 10. IDA may communicate urgent breakdown/service requirements to the agency through telephone or other designated communication channels. The agency shall attend such calls promptly within the prescribed response time, failing which applicable penalties may be imposed as per the terms of the contract.
 11. The selected agency shall provide comprehensive maintenance and support services continuously throughout the contract period in accordance with the terms and conditions of the contract.
 12. The selected agency shall not claim any additional charges for the services, repairs, labour or replacement of covered components included under the AMC, except where specifically permitted under the terms of the contract and with prior approval of IDA.
 13. The selected agency shall inspect all covered equipment on each working day and regularly carry out necessary preventive maintenance, health checks and performance checks as per the schedule prescribed by IDA, in addition to attending to complaints and breakdowns.
 14. The internal cleaning of CPUs, printers and scanners shall be carried out once every week during non-working hours
 15. TDS and other applicable taxes/statutory deductions shall be deducted from the agency's bills as per the prevailing Government rules and instructions issued from time to time.
 16. The agreement shall initially be valid for a period of one year from the date of execution of the agreement. Based on satisfactory performance the contract may be extended further, subject to the approval of the Managing Director, IDA. The decision of the Managing Director, IDA, regarding the interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
 17. An agreement shall be executed between IDA and the selected agency through its duly designated/authorised representative.
 18. The Managing Director, IDA shall be the competent authority to assess and determine the quality of services rendered by the Agency and other matters arising under the Agreement. The decision of the Managing Director, IDA in this regard shall be final and binding on the Agency.

- V. Termination:** The contract may be terminated by IDA by giving one month's prior notice to the Agency if the Agency:
- a. Assigns, transfers, or sub-contracts any part of the services without the prior written approval of IDA.
 - b. Violates or fails to comply with any of the terms and conditions of the Agreement.
 - c. Fails to improve the quality or performance of the services despite written instructions from IDA.
 - d. Violates any instruction or provision of the Agreement, or suppresses or misrepresents any material fact.
 - e. Is declared insolvent by a competent court of law.
 - f. Persistent failure to provide the required technical person or repeated failure to attend breakdowns/complaints within the prescribed time.
- If the Agency intends to terminate the Agreement, it shall provide two months' prior written notice to IDA. During the notice period, the Agency shall continue to

discharge all its contractual duties and obligations and provide the required services until the expiry of the notice period.

VI. Penalty

- a. In case of premature termination of the contract due to any of the grounds specified under the Termination clause, the Performance Security shall be liable to be forfeited, as per the terms of the Agreement.
- b. In case of delay in attending a breakdown or service complaint beyond the prescribed response time, a penalty of 0.5% of the total contract value per week or part thereof may be imposed, subject to a maximum of 10% of the total contract value.
- c. In case the Agency fails to attend or rectify any complaint relating to the network, computers, peripherals or other covered equipment within the prescribed time, IDA may, after giving due notice, take appropriate action, including forfeiture of the Performance Security, as per the terms of the Agreement. IDA may also get the required work executed through an alternative agency/source at the risk and cost of the defaulting Agency.
- d. **Absence/Non-Deployment of Technical Manpower:**
In case the Agency fails to deploy the required technical person at the IDA office during the prescribed working hours, or the deployed person remains absent without providing an approved replacement, a proportionate deduction from the quarterly bill may be made for the period of such absence. Repeated or prolonged absence may be treated as a deficiency in service and may attract further action as per the terms of the Agreement.

VII. Arbitration: In the event of any dispute or difference arising between IDA and the Agency in connection with or arising out of the Agreement, including any dispute regarding its interpretation, performance or any claim arising therefrom, the matter shall be dealt with in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

The dispute shall be referred to a sole arbitrator appointed in accordance with the applicable provisions of the Arbitration and Conciliation Act, 1996.

The place of arbitration shall be Patna, Bihar. The language of the arbitration proceedings shall be English.

VIII. Jurisdiction: In the event of any dispute arising out of or in connection with the Agreement, the courts having competent jurisdiction in Patna, Bihar, shall have exclusive jurisdiction

Read and accepted
(Full Name, Signature & Stamp of the Bidder)

Director (Admn.)
I.D.A.

ANNEXURE-I

TECHNICAL BID

Proforma for Comprehensive Annual Maintenance Contract (AMC) for Computers, Laptops, Online UPS, Printers, Scanners, Network & other IT peripherals, including Troubleshooting and Deployment of Technical Manpower at IDA Office

Technical Bid shall contain the following information along with the self-attested copies of the required supporting documents. The bidder shall clearly indicate the relevant page number(s) of each supporting document submitted against the respective requirement.

Details of Processing Fee

DD No. _____

Date _____

1. Name of Firm/Agency:

2. Registered/Permanent Address:

3. Local Address:

4. Contact No.(Telephone/Mobile):

5. Email Address:

6. Type of Organization:

☐ Proprietorship

☐ Partnership

☐ LLP

☐ Private Limited Company

☐ Public Limited Company

☐ Other _____

Registration/Incorporation Certificate to be attached.

Name of Proprietor/Partners/Directors/ Authorised Signatory / Authorised Representative:

Sl. No.	Eligibility Requirement / Supporting Document	Registration / Certificate No. & Date	Validity / Relevant Period	Proof Attached (If Yes then Page no.)
1	Incorporation / Registration of the Firm/Agency Certificate of Incorporation / Registration / Constitution of Firm /Agency			
2	Authorised Service Provider Valid Authorized Certificate			
3	Experience Certificate(s) for similar AMC/IT maintenance work of at least 2 years along with details/proof of similar AMC contracts executed during the prescribed period.		Last 2 years	
4	Financial Turnover for the last three financial years , supported by audited financial statements / Certificate from Chartered Accountant(CA)		Last 3 financial years	
5	Self-declaration/undertaking that no criminal case is pending against the bidder/firm before any Police Authority/Court		As on the date of submission of bid	
6	GST Registration Certificate		Valid as on the date of submission of bid	
7	PAN Card of the Firm/Agency/Proprietor		Valid as on the	

			date of submission of bid	
8	Income Tax Returns for the last three financial years		Last 3 financial years	
9	Self-declaration/undertaking that the bidder has not been blacklisted or debarred by any Government Department/PSU/Autonomous Body.		As on the date of submission of bid	
10	Self-declaration regarding correctness of information and documents submitted in the Technical Bid		As on the date of submission of bid	
11	Undertaking for deployment of one qualified technical person at IDA Office from 9:30 AM to 6:00 PM on working days, as specified in the Tender.		During the contract period	
12	Acceptance of all Terms & Conditions, Scope of Work, Penalty provisions and other conditions of the Tender		As on the date of submission of bid	
13	The bidder shall deploy at least one qualified technical person at IDA Office on all working days during office hours to provide technical support and maintenance services. CV/details of the proposed technical person, along with copies of qualification and experience certificates, and an undertaking from the bidder confirming deployment of the technical person for the entire contract period.		As on the date of submission of bid	
14	Any other relevant information/document considered necessary by the bidder in support of its Technical Bid		As applicable	

I/We hereby certify that the information and documents submitted along with this Technical Bid are true, complete and correct to the best of my/our knowledge. I/We understand that any false statement, suppression of material information or submission of forged/fabricated documents may result in rejection of the bid and/or termination of the contract and other action as per applicable rules.

I/We further confirm that I/We have carefully read and understood the Tender Document, including the Scope of Work, Terms & Conditions, Termination, Penalty, Arbitration and Jurisdiction clauses, and agree to abide by the same.

Name and signature of the bidder along with seal

ANNEXURE-II

FINANCIAL BID

3.

Proforma for Rate for Comprehensive Annual Maintenance Contract (AMC) for Computers, Laptops, Online UPS, Printers, Scanners, Network & other IT peripherals, including Troubleshooting and Deployment of Technical Manpower at IDA Office

S.No	Description of Equipment / Work	No. of Units / Quantity	Quoted Amount (₹) Inclusive of All Applicable Taxes
1.	Computer – Dell OptiPlex 390 MT, 2nd Generation Intel Core i3-2120 Processor (3.3 GHz), Intel 6 Series H61 Chipset or higher, 2 GB 1066/1333 MHz Dual Channel DDR3 SDRAM, 500 GB or higher SATA II HDD (7200 RPM), 18.5-inch TFT (16:9 Aspect Ratio) LCD Flat Monitor, LAN enabled	30	
2.	Computer – Dell Desktop (OptiPlex 3090), Intel Core i3 Processor, 4 GB RAM, 1 TB HDD, 19.5-inch Monitor.	04	
3.	Computer - Dell Inspiron 3030	13	
4.	Computer – HP Omni Desk Slim	02	
5.	Dell Work Station- All in One – RAM-32GB-SSD-1TB-Graphics 8GB, Window 11	01	
6.	Laptop – Dell Inspiron, Intel Core i7 11th Generation Processor, 15.6-inch Full HD Display, 16 GB DDR4 RAM, 1 TB SSD, 2 GB NVIDIA Graphics, Windows 11, MS Office.	04	
7.	Laptop – Model No. DESKTOP AP289U, 64-bit, Intel Core i7 11th Generation Processor, 16 GB RAM, 500 GB SSD.	01	
8.	Laptop – HP Pro Book 16GB RAM-128 MB Graphics-SSD-1TBWindow11.	01	
9.	HP LaserJet P1106 Printer	12	
10.	HP LaserJet Pro 1108 Plus Printer	28	
11.	Colour All-in-One Printer – HP Ink Tank 416, Print/Scan/Copy/Wi-Fi.	03	
12.	HP LaserJet M1213nf MFP Printer & Scanner	01	
13.	HP Photosmart 4488 All-in-One Printer	01	
14.	Canon PIXMA G2012 Printer	01	
15.	HP ScanJet Pro 2000 s2 Scanner	13	
16.	Ricoh IM C2010	01	
17.	Ricoh MPC 2014 AD	01	
18.	Ricoh MPC 2014 AD	01	
19.	APC Online UPS – Single Phase, 6 kVA, 30-Minute Backup, Input Voltage Range 160V–280V, Microprocessor-Based, including Battery.	03	
20.	LAN Switches / Broadband Modems	4 / 2	
21.	Antivirus Software for Computers/Laptops	55	
22.	A. Redressing of Network as per the Scope of Work specified in the Bid Document.	As required	
	B. Network Cable, including cable laying and labour charges.	Per metre	
	C. RJ-45 Connector	Per piece	

We agree to provide the Comprehensive Annual Maintenance Contract (AMC) services as per the terms and conditions specified in the Bid Document and in accordance with the Scope of Work, after having physically verified the equipment and other items covered under the AMC.

The total annual contract price for the Comprehensive AMC, inclusive of all applicable taxes and covering all services specified in the Bid Document, including deployment of the required technical manpower, is:

Rs. _____ (Amount in Figures)

(Rupees _____ only) (Amount in Words).

Name and Signature of the Bidder along with seal

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

CONTRACT AGREEMENT

This Agreement is made on _____ between the **Infrastructure Development Authority, Bihar, Patna** (hereinafter referred to as "**IDA**", which expression shall, unless excluded by or repugnant to the context, include its successors and permitted assigns) of the one part and _____ (hereinafter referred to as the "**Agency**", which expression shall, unless excluded by or repugnant to the context, include its successors and permitted assigns) of the other part. The Agreement shall remain valid from _____ to _____.

1. Whereas IDA has invited tender for Comprehensive Annual Maintenance Contract (AMC) for Computers, Laptops, Online UPS, Printers, Scanners, Network & other IT peripherals, including Troubleshooting and Deployment of Technical Manpower at IDA Office, Patna.
2. The contract shall initially be valid for a period of one (1) year from _____ to _____ and may be extended for further periods, subject to satisfactory performance of the Agency, mutual consent of both parties and the terms and conditions of the Tender.
3. The Agency shall be responsible for providing effective and satisfactory services in accordance with the terms and conditions of the Tender. Any loss or damage to IDA property caused due to the negligence, misconduct or failure of the Agency or its personnel in the discharge of their duties shall be recoverable from the Agency.
4. In the event of any loss, damage or other contingency arising during the execution of the contract, the Agency shall take all necessary steps and comply with the applicable laws and directions of IDA in consultation with IDA.
5. The Agency shall furnish a Performance Security of Rs. 30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft (DD No. _____) in favour of the Infrastructure Development Authority, Bihar, payable at Patna. The Performance Security shall be retained by IDA during the contract period and shall be released without interest after satisfactory completion of the contract, as per the terms and conditions of the Tender.
6. The Agency shall not assign, transfer, sublet or subcontract the whole or any part of the services under this contract to any other agency or individual without the prior written approval of IDA.
7. The contract value shall be as per the rates approved/accepted by IDA and agreed



- upon by both parties in accordance with the Financial Bid and the terms and conditions of the Tender.
8. The Agency shall comply with all applicable labour laws, including minimum wages, ESI, EPF, and other statutory obligations for the personnel deployed at IDA. Proof of compliance shall be furnished to IDA as and when required.
 9. The Agency shall maintain strict confidentiality and security with regard to all information, data, documents and other matters that come to its knowledge in the course of execution of this contract.
 10. The Agency shall be responsible for making necessary arrangements for deployment of its technical personnel on Sundays and National Holidays, whenever required by IDA, in accordance with the instructions of IDA.
 11. It is clearly understood by both parties that this Agreement is a commercial contract and does not create any employer-employee relationship between IDA and the Agency or any personnel deployed by the Agency.
 12. Any loss or damage caused to IDA due to negligence of the Agency or its personnel, if established, shall be suitably compensated by the Agency.
 13. The terms and conditions, Scope of Work and rates applicable to this Agreement shall be as specified in the Tender Document and the accepted Financial Bid. The Agency hereby agrees to commence and execute the work in accordance with the Tender Document and the terms of this Agreement and Tender No. __/TEN/IDA/26.
 14. The Agency shall deploy qualified and competent personnel for servicing and maintenance of the equipment covered under this contract and shall be fully responsible for the safety and security of its personnel and the equipment while carrying out the assigned work. Any loss or damage to the property of IDA caused due to negligence or misconduct of the Agency or its personnel shall be suitably compensated by the Agency.
 15. The decision of IDA regarding the interpretation of the Terms and Conditions of the Tender and this Contract Agreement shall be final and binding on the Agency.
 16. In case of any loss, damage or financial liability suffered by IDA, or any violation of the terms and conditions of the contract by the Agency, IDA shall have the right to recover the amount due from any payment payable to the Agency and/or from the Performance Security, as applicable, in accordance with the terms of the Tender and this Agreement.
 17. In case the Agency withdraws from the contract before expiry of the contract period without complying with the applicable terms and notice requirements of this Agreement, IDA shall have the right to forfeit the Performance Security, in addition to any other action permissible under the terms and conditions of the Tender.
 18. **Termination:** IDA shall have the right to terminate the contract by giving one (1) month's written notice to the Agency in any of the following cases:
 - a) The Agency assigns, transfers, sublets or subcontracts the work without prior written approval of IDA.
 - b) The Agency violates or fails to comply with any material term or condition of the contract.
 - c) The Agency fails to maintain satisfactory service performance or does not take necessary corrective measures within the time specified by IDA.
 - d) The Agency fails to comply with the instructions of IDA or commits any material breach of this Agreement.

- e) The Agency is found to have suppressed or furnished false or misleading information or documents at the time of bidding or during the contract period.
- f) The Agency becomes insolvent or otherwise becomes legally incapable of performing its contractual obligations.

The Agency may request termination of the contract by giving at least two (2) months' written notice to IDA, subject to the terms and conditions of the Tender and this Agreement.

19. Penalty:

- a. In case of premature termination of the contract by the Agency without complying with the applicable terms and notice requirements, the Performance Security may be forfeited as per the terms of this Agreement.
- b. In case the Agency fails to attend or rectify any breakdown/complaint within the prescribed response/rectification time specified in the Scope of Work, IDA may impose a penalty of **0.5% of the total annual contract value per week or part thereof of delay**, subject to a maximum of **10% of the total annual contract value**.
- c. In case of repeated failure to attend or rectify complaints, particularly relating to LAN/network or other critical equipment, IDA may take appropriate action, including forfeiture of the Performance Security, termination of the contract and/or getting the work executed through another agency at the risk and cost of the Agency, as per the terms of the Tender.
- d. The decision of the Managing Director, IDA regarding imposition of penalty and other action under this clause shall be final and binding on the Agency, subject to the applicable provisions of the contract.

20. Arbitration: That in case of any dispute arising between the parties with respect to the contract, interpretation of the terms or any claim whatsoever, the Managing Director, IDA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act, 1996 shall be applicable. The Agency shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceedings shall be at Patna.

21. Jurisdiction: In case of any dispute, the jurisdiction shall be the Court at Patna only.

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

For IDA, Patna

For (Agency)

Witness:

Witness:

1.

1.

2.

2.

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