

Tender for Annual Maintenance Contract (AMC) of Computer
& Peripherals in BSPHCL and its subsidiary companies

Bihar State Power Holding Company Limited

(A Government of Bihar Undertaking)

Vidyut Bhawan, Bailey Road, Patna-800 021

Tender

NIT NO: -14/PR/BSPHCL/2018



Tender for Annual Maintenance Contract(AMC) of Computer & Peripherals in BSPHCL and its subsidiaries

Period of download of Bid document	:	Up to 19-05-2018(up to 17:00 Hrs.)
Date of Pre-Bid Meeting	:	14-05-2018 at 15:00 Hrs.
Date of submission of bid through website	:	Up to 21-05-2018 (up to 15:00 Hrs.)
Date of opening of Technical & Commercial Part:	:	21-05-2018 at 17:00 Hrs.
Date of opening of Price Part:	:	To be notified after Technical Bid Evaluation

Cost of Bid Document : Rs. 5,000/-

Offers are invited from eligible and experienced Firm/ Agency /Company registered under company act. 2013 or any other previous act in this regard. The Bid document may be downloaded from www.eproc.bihar.gov.in

Sd/-

Chief Engineer

BSPHCL

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1 INSTRUCTION TO BIDDERS

1.1 INTRODUCTION

Bihar State Power Holding Company Limited (Hereafter referred as BSPHCL) invites bids from reputed companies/ firm for Annual Maintenance Contract (AMC) of Computer & Peripherals in BSPHCL and its subsidiaries.

1.2 SCOPE OF WORK

1.2.1 Maintenance of all Computers, Laptops, Computers Peripherals i.e. Printer, Scanners, Multifunction Printer (MFP) i.e. Printer, scanner and photocopier and UPS. Services will be comprehensive and will include cost of labor and spares.

1.2.2 Scheduled Preventive Maintenance (PM) at least once in Three Months for all Computer Hardware & Peripherals equipment as detailed in Annexure - G. PM can be clubbed with corrective maintenance. The firm will submit these call slips / PM reports signed by the user at the end of each quarter along with the bill. Penalty Clause will apply in case the firm fails to submit PM reports encompassing following activities:

- Cleaning of all equipment using dry Vacuum air, brush, and soft muslin clothes
- Running the test program to ensure quality print/ date reliability.
- Checking power supply source for proper grounding and safety of equipment.
- Ensuring the covers, screws, switches etc are firmly fastened for each equipment.
- Scanning of all types of virus and elimination of the same.

1.2.3 Operating System (OS) Support: This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with the OS maintenance, reloading of OS with all device drivers, updates and patch upgrades will be executed on providing the necessary OS and device drivers.

1.2.4 Security Support: This contract includes the Security support including Anti Virus software support on the system covered under this contract. Any problem related with system security will be attended and rectified by the firm on providing the requisite software, if any. Anti Virus or security support will be taken care of under Preventive Maintenance of the system.

1.2.5 Network Support: The firm shall also be responsible for

- Troubleshooting and resolution of network problem from edge switches to the network devices (PC/Printers or any network devices).
- User Authentication, User domain addition/update and all kinds of user local/domain settings configuration.
- User Data backup, recovery and acknowledgement of data handover/ takeover.
- Testing & troubleshooting of the UTP cables in case of any problem.

- Assigning / resetting of network address to network devices.
- Diagnosing & troubleshooting problems related to slow speed in wired/wireless LAN related to PC, Network printers and other network devices.
- Monitoring and troubleshooting of the Local Area Network

1.2.6 Inventory Support: - The firm will be required to maintain comprehensive asset register/inventory consisting of:-

- Mapping of each hardware item to specific employee. A copy of asset register will be provided by firm during quarterly bill submission.
- Any shifting of hardware item if required will be with the approval of IT Department and that hardware item will be re-mapped to its new user (i.e. respective employee to whom the hardware item is allotted) in the records.
- Putting asset number on each item being maintained by the firm in AMC.
- Self adhesive sticker on each equipment under the purview of this AMC displaying the name, contact no. & other details of the firm and its representative.

1.2.7 Data Backup: - Configuration, assembly and Seamless transition of equipments whenever there is any movement or shift in workplace.

1.2.8 Unscheduled, on call corrective and remedial maintenance service is to be done to set right the malfunctions of the Computer Hardware & Peripheral equipments. This includes replacement of unserviceable parts. The parts replaced will either be new or equivalent in performance to the original one. Whether a defective component of any Computer Hardware & Peripheral equipments is to be replaced or repaired shall be the sole discretion of the firm. In case of any replacement, the defective part removed from the Computer Hardware & Peripheral equipments will become the property of the firm.

1.2.9 The firm will have to coordinate on behalf of the Company, with other different OEMs for repair of the equipment, which are under warranty or newly installed.

1.2.10 The Firm shall provide the five (5) resident technical support staff at site, one for each company (HQ of BSPHCL and its subsidiaries) having six months of relevant experience in the field of networking, maintenance, installation of software, maintenance of UPS and Printers etc.

1.3 TERMS & CONDITIONS

1.3.1 Part A: - Maintenance Service

1.3.1.1 The total number of items shown in Annexure G may vary i.e. it may increase/decrease at the time of awarding contract. AMC charges will be based upon the actual number of items handed over to the firm for maintenance at the rate determined through competitive bidding process and accepted by the Company for different types of equipment. The Firm shall have to prepare and submit a list of installed Hardware with detail configuration, make and model which are being taken in AMC before starting AMC period within fifteen (15) days

to IT Department, BSPHCL and its subsidiary companies immediate after AMC is awarded.

- 1.3.1.2 In the survey if it's found that there are systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/ assemblies/ components then those systems in working condition will be withdrawn from the contract before awarding the AMC. The decision of IT Department regarding availability and obsolescence of Technology will be final.
- 1.3.1.3 The firm shall also have to install new hard disk if any hard disk gets defective. The defective hard disk will be the property of the Company. At any stage no hard disk will be permitted to be taken out of Company premise and offices located at Vidyut Bhawan.
- 1.3.1.4 The firm shall also be required to maintain adequate stock sufficient to meet the SLA conditions of AMC Items as well as externally replaceable components at the office premises at all times for immediate replacement.
- 1.3.1.5 The firm shall maintain an inventory of tools for repair of hardware. This will include brush, soft muslin clothes, LAN Tester and Crimping/Punching Tool, one trolley, vacuum cleaner, ladder, torch & other related tool kits for carrying out the necessary jobs/work. These tools shall be positioned at the site by the firm.
- 1.3.1.6 The Annual Maintenance Contract is comprehensive in nature and firm shall maintain the equipment as per manufacturer's guidelines and shall use standard components for replacement as per OEM's specifications. The firm shall not use any spurious components for replacement /repair & shall use only the original OEM spares as & when required. All such replacements shall be done with the prior approval of the maintenance in-charge & the genuineness of such spares shall require the certification from IT Department before the maintenance is undertaken. The original specifications / characteristics / features / configurations shall not be changed without any written approval from IT Department. When it becomes necessary to change the system specifications / characteristics / features / configurations it should be changed up-ward in terms of capacity / performance. No downward modification / change shall be acceptable at any point of time.
- 1.3.1.7 The firm shall replace any worn out, defective parts of the equipment, including print head, fuser assembly, pressure roller, Teflon and gears etc. free of cost to the Company. All the components of the equipment shall be covered under this agreement, excluding cartridges, toners, laptop battery, UPS battery and non-functional parts such as plastic casings and covers.
- 1.3.1.8 The new upgrade items (Memory, HDD, MM Kit etc) purchased from the firm or from any other vendor and upgraded into the existing system under AMC will be included in the AMC with the firm.
- 1.3.1.9 Any new Computer Hardware & Peripherals equipments may be brought into maintenance through a written intimation or the Addendum. The firm will inspect the new equipments and its maintenance will be taken up after acceptance of the same. In case the Company decides to withdraw an equipment from contract during the AMC period, the same would be taken out of this contract with written

information to the firm 1 (one) month in advance.

1.3.1.10 The contract extends only to problem arising out of normal functioning of equipments and the contract does not cover breakdown or services or spare cost arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storms and natural calamities.

1.3.1.11 Replacement of any missing/stolen parts in the Computer Hardware & Peripherals equipments will be charged to "The Company" on actual. Any extra accessories required for the use of Computer Hardware & Peripheral equipments will be charged on actual to "The Company".

1.3.1.12 Firm is liable to handover all the hardware under its AMC to the successor in working condition, failure of which shall lead to non-release of Performance Guarantee. The Performance Guarantee shall be forfeited if the items/equipments are not brought to working condition within 3 months of expiry of AMC contract.

1.3.2 **Part B – AMC Manpower**

1.3.2.1 The Resident technical support staff should have good communication skill, positive attitude and technical understanding.

1.3.2.2 For certain critical cases, the firm will be required to provide specialist/part time supervisor for repair/inspections (diagnosis) and resolution of issues beyond the scope of deployed resident technical support staff at no extra cost to the Company. Additional Engineer may be deputed at "The Company" in addition to resident technical support staff whenever there are more workload/complaints/emergency to rectify the equipment within stipulated time at no additional cost.

1.3.2.3 The firm shall make the arrangement of substitute against the absent resident technical support staff. In case when no substitute has been provided, penalty will be recovered from the quarterly bill of the firm as per penalty clause.

1.3.2.4 The resident technical support staff provided by the firm if found incompetent by "The Company" shall be changed by the firm immediately.

1.3.3 **Part B – AMC Call Registration, Completion & Reports**

1.3.3.1 The firm will have to ensure that all calls are acknowledged within 3 (Three) working Hours by a unique reference/acknowledgement number. Office Hours are Monday-Saturday 10 AM to 6 PM. If any issue is reported beyond this timing then service period will be considered from next working day beginning. The fault clearing shall be completed within two working days after the complaint has been registered.

1.3.3.2 Resident technical support staff of each company shall report to IT Department of the respective company every day morning and will be available there throughout the working hours. A register will be maintained in each company for recording the complaints received/ attended / not attended. The engineer will be responsible for associating with BSPHCL users for assistance in logging and resolving complaints, movement of the faulty equipment etc. to the common area for repair, restoration of services/parts and obtaining approval on closure of complaints by concerned

user on a daily basis. Penalty as per penalty clause will be imposed for failure to maintain complain register properly.

- 1.3.3.3 The firm will prepare the complain/call service slips in triplicate. Completion of calls will be signed by the concerned user or his nominee and also by the service engineer of the firm. One copy will be given to the user; second copy will be submitted to the IT Cell, of the respective company along with the bill. "The Firm" will retain third copy. No other document will be used to work out downtime for penalty calculation.
- 1.3.3.4 The date of registration of complaint shall be considered as the first day in all cases. The firm has to provide a standby hardware in case breakdown maintenance for on-site repair extends beyond the fault clearing deadline.
- 1.3.3.5 If any part covered under AMC gives repeated problems in same component or has intermittent failures due to improper diagnosis or repair, then the system will be treated as continuously down.

1.4 CONTRACT PERIOD & ESTIMATED VOLUME OF WORK

- 1.4.1 The Contract Period would be initially for two years from date of effective work Order and thereafter would be extendable for further one year provided "The Company" is satisfied with the services of the firm on the terms & conditions mutually agreed by "The Company" and the firm.

1.5 QUALIFICATION OF BIDDERS:

Sl. No.	Qualification Criteria	Documents Required
Technical		
1	The bidder should be a company registered under Company Act 1956/2013 and in operation since 3 years as on date of opening of tender.	Certificate of incorporation should be attached as proof.
2	The bidder should have experience of having successfully completed similar works at different locations during last 5 years as on date of bid opening for Bihar state government departments or companies of Bihar state as follows:- a) Three similar completed works costing not less than Rs. Ten lacs. Or b) Two similar completed works costing not less than Rs. Fifteen lacs. Or c) One similar completed works costing not less than Rs. Twenty lacs.	Certificates of completion, LOA, work order and certificate of satisfactory service from organizations must be enclosed as per duly filled annexure-F

	Note: Similar Nature Work may be understood as : works regarding maintenance of computer and peripherals	
3	The bidder must have valid ISO certification ISO 9001.	Valid copy of ISO certification for ISO 9001 shall be attached as proof.
4	Bidder should have registered office in Bihar.	A self-certified declaration by the authorized signatory of the bidder should be submitted.
Financial		
1	Minimum Average Annual Turnover (MAAT) of bidder should be minimum of INR 25 Lakhs or above taken for last three financial years (FY 2014-15, FY 2015-16 and FY 2016-17).	Audited profit and loss statement must be submitted as proof.
2	The Bidder shall have a positive net worth in each of the last three (3) financial years i.e. 2014-15, 2015-16 and 2016-17.	Audited balance sheet must be submitted as proof.
Others		
1	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government/Public Sector organization/department in India at the time of submission of bid.	Declaration in this regard by the authorized signatory shall be attached as per Annexure D.
2	The firm should be registered with GST and Income Tax Authorities in India.	Copy of Pan Card and GSTIN Registration attested by authorized signatory must be enclosed

1.6 PREPARATION OF BID

- 1.6.1 Tender document can be downloaded from the website (www.eproc.bihar.gov.in) and the bids will be submitted electronically on e-tendering mode.
- 1.6.2 Downloaded Tender documents must be accompanied with scanned copy of Demand Draft/Deposit Slip towards the Cost of Tender and Bank Guarantee towards Bid Security (EMD).

- 1.6.3 Original Demand Draft/Deposit Slip for Cost of Tender and Bank Guarantee towards Bid Security (EMD) issued from Nationalized / Scheduled Bank of India, must be submitted at the below mentioned address as per date and time:
CE (Holding)
Bihar State Power Holding Company Limited.
Vidyut Bhawan
Bailey Road, Patna 800 021
- 1.6.4 All kinds of affidavits, Power of attorney and others must be submitted in a separate sealed envelope on above mentioned address.
- 1.6.5 BSPHCL shall examine the Bid to determine whether the bids are responsive to the requirements of the bid document. Bids shall be considered non responsive and liable for rejection for the following reasons
- a. Bid is not received by the due date and time.
 - b. Bid is not accompanied with Bid Earnest Money Deposit.
 - c. Bid is not accompanied with Tender Fee Deposit Slip.
 - d. Bid is not accompanied with the required documents.
 - e. Bid is not valid for the prescribed minimum period.
- 1.6.6 BSPHCL shall take up evaluation of responsive bids only. The price part of those bidders whose offers will be found technically & commercially acceptable will be opened online, the exact date of which will be notified on the website www.eproc.bihar.gov.in.
- 1.6.7 BSPHCL reserves the right to reject any bid, if at any point of time, it becomes known or is discovered that a material misrepresentation has been made by a bidder in the bid. In the event of any bidder not responding to further clarifications as required for the finalization of the bid, the Client reserves the right to forfeit the bid earnest money furnished by such bidder and reject the bid.
- 1.6.8 BSPHCL is not bound to accept any of the bids received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidders.
- 1.6.9 BSPHCL is neither under any obligation to select any bidder, nor to give any reason for selecting or not selecting any bidder; the Client is also under no obligation to proceed with the work or part thereof.
- 1.6.10 BSPHCL shall not be responsible for any delay in receipt of the Bid.
- 1.6.11 Technical Bid and Financial Bid must be submitted through e-procurement mode only in excel sheet as per formats mentioned in Tender. (www.eproc.bihar.gov.in). In the event, any of the instructions mentioned herein have not been adhered to, BSPHCL may reject the Bid.

1.7 EVALUATION OF BID AND AWARD OF CONTRACT

- 1.7.1 The evaluation of Bids shall be done based on the sum of cost of AMC services quoted inclusive of all taxes by the bidder in the financial bid (Annexure-B). The technically qualified bidder quoting lowest price will be declared as L1.

1.7.2 In normal circumstances the Company will generally award the Contract to the successful Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. If the lowest evaluated price (L1) of more than one responsive bidder (s) is same, then in such event the tender shall be awarded to the bidder having higher MAAT in the immediate best three out of last five financial years

1.8 LANGUAGE OF BID

The Bid, prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that the literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

1.9 COST OF TENDER AND BID PROCESSING FEES

1.9.1 Bid processing fee is mandatory to be paid through online mode i.e., Internet payment gateway (Credit/ Debit Card), Net Banking, NEFT/ RTGS. Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT. The department does not take any responsibility for the delay/ Non Submission of Tender/ Non Reconciliation of online payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason.

1.10 DOCUMENTS COMPRISING THE BID:

The Bid prepared and submitted and uploaded by the Bidder shall comprise of two parts i.e. Part-I (Techno- Commercial Bid), & Part-II (Price Bid).

(A) The Part-I (Techno-Commercial Bid) must contain the following documents:

1.10.1 Bid Document signed by the bidder in every page, all other Schedules / Formats enclosed in the Bid-Documents duly filled in & signed by the bidder with seal as Techno Commercial Bid. Bids containing information in formats other than our prescribed formats shall not be acceptable and may make the bid non-responsive.

1.10.2 Requisite Earnest Money Deposit (E.M.D)

1.10.3 Documentary evidence establishing in accordance with Clauses mentioned in the Tender, that Bidder is qualified to perform the Contract if the Bid is accepted;

- a) Self-attested copies of Certificate of incorporation
- b) Self-attested copies of Certificates of satisfactory service/ Successful contract completion certificates from organizations
- c) Self-attested copies of Valid copy of ISO certification (ISO 9001)
- d) Self-attested Copy of Audited balance sheet
- e) Self-attested Copy of profit and loss statement
- f) Self attested copies of GSTIN Certificate and PAN Card

- g) Self-attested declaration for registered office in Bihar.
- h) Annexure A - TENDER PROFORMA FOR TECHNICAL & COMMERCIAL PARTS
- i) Annexure B - Performa for Price Part
- j) Annexure C - Bid Data Sheet
- k) Annexure D - Affidavit for declaration of ineligibility for blacklisting
- l) Annexure E - Bank Guarantee Form
- m) Annexure F – Work Experience Details
- n) Annexure G – Computer & Peripheral Details

1.10.4 Self-attested copy of Power of Attorney / Board resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity

(B) Part-II (Price Bid):

1.10.5 The Price Bid (Annexure-B) shall contain the price schedules as per the prescribed format duly filled in & signed by the bidder with seal.

1.11 EARNEST MONEY DEPOSIT (EMD)

1.11.1 Bidder must submit Earnest money amounting to Rs. 88,000 (Rupees Eighty Eight thousand) only failing which the tender will not be considered.

1.11.2 The Earnest Money should be drawn in favor of “Bihar State Power Holding Company Limited.” payable at Patna, in the form of Bank Draft/ Bank Guarantee on enclosed Performa (Annexure E) drawn in favor of BIHAR STATE POWER HOLDING COMPANY LIMITED, payable at Patna issued by any of the Nationalized/Scheduled Banks of India.

1.11.3 EMD should be valid for 180 days after date of Techno Commercial bid opening.

1.11.4 Cheques are not acceptable towards deposit of Earnest Money. Cheques on account of Earnest Money will be considered without Earnest Money and the tender will be not considered.

1.11.5 No Earnest Money will be accepted after opening of the tender. Earnest Money deposited with other NIT is not adjustable with this NIT. No bank commission or interest will be paid on Earnest Money.

1.11.6 The bidders of the following categories are exempted from deposit of Earnest Money subject to the conditions laid down below:-

1.11.6.1 Small Scale Industrial units of Bihar permanently registered with the Deptt. of Industries, Govt. of Bihar or with D.G.S. & D or National Small Industries Corporation for which the tender is submitted, the tender in such case must be supported with a certified copy of an up to date/valid certificate of their registration, failing which the tender will be rejected.

1.11.7 The bidder must enclose a copy of permanent registration certificate along with pass book issued by the BSPHCL, for exemption from deposit of Earnest Money failing which, the tender will be rejected.

1.11.8 Tenders not accompanied with adequate amount of Earnest Money/ required

exemption certificate will be rejected outright.

1.12 REFUND OF EARNEST MONEY

The earnest money of unsuccessful bidder will be refunded only after finalization of Tender/NIT.

1.13 PROPOSAL VALIDITY

Financial Proposals shall remain valid for a period of 180 days from the date of opening of Technical Bid opening specified. Proposal shall be rejected as being non- responsive if it is submitted as valid for a shorter period.

1.14 COST OF BIDDING

The Proposer shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations if any etc. and BSP(H)CL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.15 AMENDMENT TO BIDDING DOCUMENT

1.15.1 At any time prior to the deadline for bid submission, the BSPHCL may, for any reason, whether on its own or in response to a clarification requested by a prospective Proposer, modify the Bidding Document by issuing amendment (s).

1.15.2 The amendment will be notified on the website www.eproc.bihar.gov.in or www.bsphcl.bih.nic.in, local newspaper and it will be assumed that the information contained therein will have to be taken into account by the Proposer in its bid. The BSPHCL will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

1.15.3 In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their bids, the BSPHCL may, at its discretion, extend the deadline for Bid Submission, in such cases, the BSPHCL shall notify on the website www.eproc.bihar.gov.in or www.bsphcl.bih.nic.in, local newspaper of the extended deadline.

1.15.4 All amendments, clarifications, etc. shall be binding on the Proposers and will be given due consideration by the Proposers while they submit their bids and invariably enclose such documents as a part of the bid.

1.16 CONTACTING BSPHCL

1.16.1 No Bidder shall contact BSPHCL on any matter relating to their Bid, from the time of Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of BSPHCL, it shall be done in writing.

1.16.2 Any effort by a Bidder to influence the BSPHCL in their decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.

1.17 CLARIFICATION DURING BID EVALUATIONS

During bid evaluation process, the BSPHCL may, at its discretion, ask the Proposer(s) for any

clarification on the bids submitted. In case of erroneous/non submission of documents, the BSPHCL may give Proposers not more than 3 working days written notice to rectify mistakes/furnish more documents as required. If the Proposers fail to comply with the above the bid shall be liable for rejection. As part of clarification no change in the price or substance of the bid shall be sought, offered or permitted.

1.18 RATE / PRICE

1.18.1 Prices must be quoted on firm price basis in words and figures in the BSPHCL's proforma (ANNEXURE-B) i.e. Cost of AMC services including all taxes and duties along with unit rates of AMC of all items.

1.18.2 The actual cost of AMC will be based on actual number of items brought under AMC.

1.18.3 The quoted price shall be firm and firm in all respect throughout the currency of the contract/ agreement. No variation in the prices shall be allowed in any circumstances.

1.18.4 Any cutting or overwriting on the rates will disqualify the individual's tender (offer)

1.18.5 Proposers shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the firm's obligations mentioned in or to be reasonably inferred from the Scope of work as mentioned in Bidding Documents.

1.19 WORK ORDER

Work order will be issued to successful Lowest (L1) Bidder based on negotiations if any.

1.20 PERFORMANCE GUARANTEE/SECURITY DEPOSIT

1.20.1 The successful bidder shall have to deposit initial performance guarantee / security deposit money @ 5% (five percent) of the ordered value as performance guarantee/security deposit at the time of execution of contract agreement by Demand Draft or in form of bank guarantee. In that case earnest money deposited by the Bidder at the time of submitting Tender will be refunded only after execution of contract agreement.

1.20.2 The amount of performance guarantee/security money shall be deposited to the Account Officer, BSPHCL, Patna by Bank Draft drawn in favor of "Bihar State Power Holding Company Limited." payable at Patna. The performance guarantee/security money deposited will be released only after six months from the date of completion of work and after recommendation of Engineer-in-charge, concerned that work has been completed successfully and performance guarantee/security money may be refunded.

1.20.3 Remaining amount of security money @ 5 % (five percent) will be recovered from the running accounts bills of the firm. The performance guarantee /security money shall be returned after 6 months of the completion of contract.

1.21 CONTRACT AGREEMENT

The firm will have to execute separate contract agreement with competent authority of all 5 companies separately for respective items of those companies in the Company's prescribed Performa within seven days from the date of issue of work order.

1.22 PAYING OFFICER

Senior Manager/Account Officer of all 5 companies will be the paying officer for work order awarded by their companies respectively.

1.23 COMPLETION OF WORK

1.23.1 AMC work is of continuous nature as per required maintenance of the computer and its peripherals.

1.23.2 Bidder / Firm should start the work at site within 10 days of receiving the Work order.

1.24 SUPERVISION

All works will be executed under supervision of Engineer-in charge concerned. All works will be executed as per rates, terms and conditions laid down in the agreement/work order/NIT. Engineer-in charge concerned will be overall in charge of the said work and the work will be done as per his instruction.

1.25 FORFEITURE OF EARNEST MONEY

1.25.1 If the Proposer withdraws its bid during the period of bid validity specified by the Proposer in the Bid Form; or

1.25.2 In the case of a successful Proposer, if the Proposer fails within the specified time limit

- i. To sign the Contract Agreement, in accordance with GCC
- ii. To furnish the required performance security,

1.25.3 No interest shall be payable by the BSPHCL on the above bid security.

1.26 CANCELLATION OF ORDER

The undersigned reserves the right to cancel the NIT/ work order fully or partly without assigning any reason thereof. The decision of undersigned in this regard will be final and binding.

2 GENERAL CONDITIONS OF CONTRACT

2.1 GENERAL INSTRUCTIONS:

2.1.1 All the Bids shall be prepared and submitted in accordance with these instructions.

2.1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

2.1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred / sold to the other party.

2.1.4 The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of Tender requirement is incomplete.

2.1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and

specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or Submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

- 2.1.6 Interested agencies may visit the site, if desired before quoting the rates of AMC.
- 2.1.7 Subcontracting of AMC work to other vendor in any form/manner is strictly prohibited. At any point of time if it is observed that contract is subcontracted the contract shall be liable to be terminated and performance bank guarantee may be forfeited.

2.2 DEFINITION OF TERMS:

- 2.2.1 BSPHCL and its Subsidiary Companies shall mean the "Company" on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.2.2 "Site" shall mean the HQ of BSPHCL and its subsidiaries. In this case the HQ is Vidyut Bahwan, Jawahar Lal Nehru Marg, Patna. Site shall include the HQ offices of BSPHCL and its subsidiaries which are presently working from Vidyut Bhawan.
- 2.2.3 "Bidder" shall mean the firm who quotes against this bid document issued by the Company. "Firm / Seller" shall mean the successful Bidder(s) whose bid has been accepted by the Company and shall include his heirs, legal representatives, successors and permitted assigns.
- 2.2.4 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Section – V, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Company from time to time.
- 2.2.5 "Letter of Intent" shall mean the official notice issued by the Company notifying the Firm that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Company. The "Letter of Intent" issued by the Company shall be binding on the "Firm".
- 2.2.6 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.2.7 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Technical specification.
- 2.2.8 "Offer Sheet" shall mean Bidder's firm offer submitted to Company in accordance with the specification.
- 2.2.9 "Contract" shall mean the "Detailed Purchase Order" issued by the Company.
- 2.2.10 "Contract Price" shall mean the Price referred to in the "Detailed Purchase Order".
- 2.2.11 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Firm and the Company in the Contract inclusive of extended contract period for reasons beyond the control of the Firm and / or Company due to force majeure.

2.2.12 "Goods/Materials" shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated Materials, drawings or other documents etc. as applicable. "Store" shall mean the Company's Store as given in the tender document.

2.2.13 "Project / Unit" shall mean supply of Materials as per enclosed technical specification.

2.3 CONTRACT DOCUMENTS & PRIORITY:

2.3.1 Contract Documents: The Specification, terms and conditions of the contract shall consist solely of these Tender conditions and offer sheet.

2.3.2 Priority: Should there be any discrepancy between any terms hereto and any term of the offer sheet, the terms of this tender document shall prevail.

2.4 SCOPE OF WORK:

2.4.1 The "Scope of Work" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and workmanship, provided in this Bid Enquiry whether implicit or explicit. Scope of work has been defined in detail in clause 1.2 along with terms and conditions specified in 1.3.

2.4.2 The Company reserves the right to vary the quantity i.e. increase or decrease, at the time of placing order or during project execution.

2.4.3 All relevant drawings (if required), data and instruction manuals and other necessary inputs shall be under the scope of contract.

2.5 GENERAL REQUIREMENTS

The Firm shall supply, deliver best quality Goods/Materials/workmanship of highest standards. The seller shall be responsible & shall comply with the provisions of all statutory acts i.e. Income Tax Act-1961 and any other law as applicable etc.

2.6 EXPERIENCE OF BIDDERS:

2.6.1 The bidder(s) should furnish information regarding experience particularly on the following points:

1. Name of the Firm
2. Standing of the firm (Bidder) for Annual Maintenance Contract.
3. Prior experience of the bidder/Firm
4. Financial details as per the qualification criteria mentioned in clause 1.5.
5. Any other information as required under clause 1.5.

2.6.2 If the Firm is having collaboration with other firm(s), details regarding the same should be furnished.

2.6.3 A list of Purchase orders, executed during the last five years along with user certificate and copies of Purchase orders. Bids may not be considered if the past service experience is found to be un-satisfactory.

2.7 LANGUAGE AND MEASURES

All documents pertaining to the contract including Specifications, Schedule, Notice, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

2.8 DEVIATION FROM SPECIFICATION

It is in the interest of the Bidders to study the Specification, requirement specified in the tender document thoroughly before bidding so that, if any deviations are made by the Bidders, the same are prominently brought out on a separate sheet in the Technical & Commercial Deviation Formats. Deviation mentioned in any other format or any other part of the offer document shall not be considered as a deviation & in such case it will be presumed that the bidder has accepted all the conditions, stipulated in the tender Specification, notwithstanding any exemptions mentioned therein.

2.9 PRICE BASIS

2.9.1 Bidder shall quote "FIRM" price including all taxes, duties and other levies of whatsoever nature indicated separately.

2.10 PAYMENT:

2.10.1 Quarterly payment will be paid by the paying Officer of all five companies against the bills which will be raised quarterly.

2.10.2 Bills will be processed upon verification by IT Manager and countersigning by DBA of the respective company.

2.10.3 Quarterly bills shall be raised to BSPHCL and its subsidiaries individually i.e. separate bills shall be raised to BSPHCL, SBPDCL, NBPDC, BSPTCL and BSPGCL.

2.10.4 Call and preventive maintenance reports, downtime report duly verified by IT Manager shall be attached with bills.

2.10.5 The firm will submit bills in triplicate to the contract issuing authority.

2.11 PRICE VALIDITY

All bids submitted shall remain valid, firm and subject to unconditional acceptance by Company for 180 days post bid date. For award of Contract, the prices shall remain valid and firm till contract completion.

2.12 RELEASE

The seller's Performance Bank Guarantees / Assignable Bank Guarantee will be released without interest within thirty (30) days from the last date up to which the Performance Bank Guarantee has to be kept valid.

2.13 TECHNICAL INFORMATION / DATA

The Company and the Firm, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The Company and the Firm agree to keep each other in confidence and to use the same degree of care as he uses with respect to his own

proprietary data to prevent its disclosure to third parties of all technical and confidential information.

2.14 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:

2.14.1 The date of the issue of the detailed Purchase/work Order shall be treated as the effective date of the commencement of Contract.

2.14.2 The bidder shall quote the basic price as well as all taxes & duties as per the enclosed format for bid prices.

2.15 PENALTY:

2.15.1 PREVENTIVE MAINTENANCE (PM) PENALTY

Penalty on failure of scheduled PM would always be as follows:

2.15.1.1 Rs. 350/- per PM for Desktop and Laptop Systems.

2.15.1.2 Rs. 250/- per PM for Scanner, Printer and UPS.

2.15.2 DOWNTIME PENALTY: - For any repair not carried out within two working days Penalty will be imposed till the date the item is made functional as follows:-

2.15.2.1 For downtime penalty all the systems have been categorized as having Critical and Non-critical components. CPU / Memory /UPS/ SMPS / HDD / Motherboard will be covered under Critical components list. FDD, cables, CD / DVD drives, Mouse, Key-Board and Laptop Charger etc will be treated as non-critical components. For any downtime of non-critical components, penalty will be Rs. 100/- per working day.

2.15.2.2 Rs. 200/- per working day for Desktop and Laptop Systems

2.15.2.3 Rs. 150/- per working day for Scanner/ Printer/UPS.

2.15.2.4 Whenever the system / peripheral cannot be repaired onsite within the specified limits, the vendor will have the option to collect the system / peripherals and will provide an alternate equipment of equivalent performance as standby replacement, which will be replaced within the period of maximum 14 days with the original system / peripheral. Failing to these replacements, penalty clause will apply after wards.

2.15.3 In case resident technical support staff is on leave, replacement standby engineer has to be provided without a delay. If no resident technical support staff is provided, Penalty of Rs. 500 per day per person will be imposed.

2.15.4 The Company reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory execution of the work. The decision of "The Company" will be final in this regard.

2.15.5 Any extra expenditure for getting the work done from open market due to the failure of the firm to provide support within the scheduled time as mentioned in the order will be recovered from the firm through security deposit or pending bills or other dues if any or by raising claims.

2.16 SETTLEMENT OF DISPUTES:

2.16.1 If any dispute of any kind whatsoever shall arise between the Company and the Firm in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the

Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.

2.16.2 If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Firm to the Chief Engineer, BPSHCL, who, within a period of thirty (30) days after being requested by Firm to do so, shall give written notice of his decision.

2.16.3 The decision/instruction of the Chief Engineer, BPSHCL shall be deemed to have been accepted by the Firm unless notified by the Firm of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.

2.16.4 In the event the Chief Engineer, BPSHCL fails to notify his decision as aforesaid within thirty (30) days, the Firm, if he intends to go for Arbitration, shall notify his intention to the Chief Engineer, BPSHCL within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Company and the Firm.

2.16.5 In case of dispute or difference between the Company and the Firm, if the Company intends to go for Arbitration, he shall notify such intention to the Firm.

2.17 ARBITRATION:

2.17.1 All disputes or differences in respect of which the decision, if any, of utility and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

2.17.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Firm and the Company and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act, 1996 as amended from time to time. For this purpose a panel of five arbitrators shall be provided by Chairman and Managing Director of the Company from which Company and Firm will choose one each and the third Arbitrator shall be chosen by two Arbitrators from the same list. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration Clause, the arbitrator appointed by the party invoking the arbitration Clause shall become the sole arbitrator to conduct the arbitration.

2.17.3 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Patna.

2.17.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

2.17.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract

2.18 EVENTS OF DEFAULT:

- 2.18.1 Events of Default. Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:
- 2.18.2 The Firm refuses/fail to start the work on time.
- 2.18.3 The Firm refuses/fail to maintain /repair within the specified time
- 2.18.4 The Firm refuses/fail to deploy the required manpower on time.
- 2.18.5 The Firm becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller’s creditors file any petition relating to bankruptcy of Seller;
- 2.18.6 The Firm otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Firm of notice of such failure from Company.

2.19 CONSEQUENCES OF DEFAULT:

- 2.19.1 If an Event of Default occurs and would be continuing, Company may forthwith terminate the Contract by written notice. In the event of default, Company may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions; (i) Present for payment, to the relevant bank the Contract Performance Bank Guarantee; (ii) Recover any losses and / or additional expenses, Company may incur as a result of Firm’s default.

2.20 FORCE MAJEURE:

- 2.20.1 The term “Force Majeure” as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of the Firm or its subcontractors) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them. Force Majeure shall not include occurrences as follows:

- 2.20.1.1 Late delivery of materials caused by congestion of Seller's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
- 2.20.1.2 Late performance by Seller and / or Sub-Seller caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
- 2.20.1.3 Mechanical breakdown of any item of Seller's or its Sub-Seller's equipment, plant machinery.
- 2.20.1.4 Delays due to ordinary storm or inclement weather or
- 2.20.1.5 Non-conformance by Sub-Seller. Unless the delay arises out of a Force Majeure occurrence and is beyond both Seller's and SubSeller's or Seller's control and an alternate acceptable source of services, equipment or material is unavailable. Additionally, Force Majeure shall not include financial distress of Seller or any Sub-Seller. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts. Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such even to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(ten) days, the parties shall meet and determine the measures to be taken. Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

2.21 INDEMNIFICATION

- 2.21.1 The Firm, its successor and assignee shall indemnify the Company, its successor and assignee from all current & future liabilities that may arise out of purchase contract(s) entered into between the Firm & the Company.

ANNEXURE-“A”

NIT NO.14/PR/BSPHCL/2018

BIHAR STATE POWER HOLDING CO LTD. PATNA

TENDER PROFORMA FOR TECHNICAL & COMMERCIAL PARTS i.e. PART-I

A	Tender Notice NO.14/PR/BSPHCL/2018
B	Name of work	Tender for Annual Maintenance Contract(AMC) of Computer & Peripherals in BSPHCL and its subsidiaries
1	Name of the firm	
2	Full address of the firm	Vill./Street/Area: -
		P.O.: -
		P.S.: -
		District: -
3	Mobile No. & E-mail Address	i) Mobile No.: -
		ii) Landline No.(with STD Code): -
		iii) Email: -
4	PAN No.	
5	GST No.	
6	BoQ Fee Submitted (Yes/No)	
7	EMD Submitted (Yes/No)	
8	List of enclosures	1
		2
		3

Place:-

Date: -

(Seal & Signature of Bidder)

NOTE :- All papers must be signed by the Bidder.

ANNEXURE-“B”

BIHAR STATE POWER HOLDING COMPANY LIMITED

Vidyut Bhawan, Patna

Tender Performa for Price Parts i.e. Part-II

(To be submitted in a separate sealed envelope in duplicate)

1	Tender Notice NO.14/PR/BSPHCL/2018				
2	Name of work	Tender for Annual Maintenance Contract(AMC) of Computer & Peripherals in BSPHCL and its subsidiaries				
3	Name of the firm					
4	Full address of the firm (with Mobile No./E-mail address/Fax No.)					
5	Rate of firm price basis inclusive of all taxes & duties for the work mentioned above	Landed cost (Rs.)				
		Item	Quantity	Unit Rate/Annum	AMC Cost for 2 years	
		Computer	466		Rs. A	
		Printer	323		Rs. B	
		Scanner	38		Rs. C	
		MFP	83		Rs. D	
		UPS	434		Rs. E	
		Laptop	19		Rs. F	
		Total Cost without taxes			Rs. H (A+B+C+D+E+F)	
		Total cost including GST			Rs. I	

Note: - i) There must not be any cutting/ over writing in the quoting of rate. This will lead to rejection of the tender.

ii) All papers must be signed by the Bidder.

Place:-

Date: -

(Seal & Signature of the Bidder)

ANNEXURE "C"

Bid Data Sheet

Bihar State Power Holding Company Limited, Patna			
CHECKLIST			
Proposer should fill in the cells shown below.			
NAME OF PROPOSER			
Place			
Date			
Name			
Designation			
Address			
Phone Number			
Mobile			
Sl. No.	Name of Document	Details/Remarks	Page No.
1	Bid Document Fee (Send original DD)/ Submit original Money Receipt if Bid Document purchased from the office of BSPHCL or else attach copy of receipt if document purchased through eproc.	Amount Rs.	
		DD/Receipt No-	
		Dated-	
		Name of Bank-.....	
		Branch-.....	
2	Details of Earnest Money Deposit (Bank Guarantee)	Amount Rs.	
		Dated-	
		Name of Bank-.....	
		Branch-.....	
3	Registration of firm / agency / company (Attach Copy)	Reg. No-.....	
		Reg. Date-.....	
		Issuing Department-.....	
		

4	Annual Financial Turnover for last three Financial years ending 31-03-2018. (Attach Copy of Audited PL Account)	FY 2016-17	Rs.	
		FY 2015-16	Rs.	
		FY 2014-15	Rs.	
5	Net Worth For last 3 years ending 31-03-2018 (Attach Copy of Audited & Balance Sheet)	FY 2016-17	Rs.	
		FY 2015-16	Rs.	
		FY 2014-15	Rs.	
5	Details of Experience of having successfully completed similar works at different locations during last 5 years ending 31-03-2018 for Bihar state government departments or companies of Bihar state as per clause 1.5(Attach copies of certificate of completion, LOA, Work order)	<p>Name of Work: Contract value of work: Organization worked with: If more than one work then enter multiple times.</p>		
6.	Performance Certificates from the users for successful and satisfactory performance of similar work / Certificates of satisfactory service as per clause 1.5			
7	Valid copy of ISO certification ISO 9001 as per clause 1.5			

8	Power of Attorney and Letter of Authorization		
9	Necessary undertakings submitted		
10	Any other financial facility given to them by the Bankers (letter in original from their Banks may be furnished).		
11	PAN and Income Tax Return of three previous financial Years (Attach Copy)		
12	Goods & Services Tax (GST) Registration Certificate (Attach copy) (Attach Copy)		
13	Proof of Registered office in Bihar from last three years ending 31-03-2018.		
14	Affidavit from executive Magistrate regarding Non-Blacklisting & Non- Conviction from any court of Law. Copy of an affidavit (Format enclosed "Annex. D)		
	Whether even blacklisted, if yes then give details and present status.		

Place:-

Date: -

(Seal & Signature of Bidder)

NOTE :- All papers must be signed by the Bidder.

ANNEXURE-“D”

Affidavit

Before notary public

i. I,.....Son of Sri/LateResiding at
..... P.S.....P.O.....
Dist..... PIN Code.....

do hereby declare as under

- ii. That I am the Proprietor/Director of M/SStreet/Area
.....
P.O. P.S. District PIN
- iii. That our company is not black listed/debarred with and department of central/state
Govt. /SEB utilities/ Undertaking or convicted by any court of law.
- iv. That my PAN No. is.....
- v. That my Service Tax Registration No. is.....
- vi. That above details given by me is true and correct to the best of my knowledge.

DEPONENT

VERIFICATION

Verified at

Note: All fields must be filled up.

Place:-

Date: -

(Seal & Signature of Bidder)

NOTE : - All papers must be signed by the Bidder.

ANNEXURE-“E”

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(Note - To be executed on non-judicial stamp paper of appropriate value)

Bank Guarantee No.....

Dt.....

To,

CHIEF ENGINEER

BSPHCL

PATNA (BIHAR)

Dear Sir,

In consideration of the Bihar State Power Holding Company Limited, Patna having agreed to accept this Bank Guarantee in lieu of Cash deposit by way of Earnest Money Deposit for due and faithful performance required from M/s.....

(Herein after referred to as Bidder), the Bank of Hereby agrees unequivocally and unconditionally to pay within 48 hrs. on demand in writing from the Bihar State Power Holding Company Limited, or any officer authorized by it in this behalf or any amount up to and not exceeding Rs.....(in words, Rupees.....) to the said Bihar State Power Holding Company Limited, on behalf of the aforesaid M/s.....who have tendered for **“Annual Maintenance Contract(AMC) of Computer & Peripherals in BSPHCL and its subsidiaries”** against Tender Specification No.....

This agreement shall be valid and binding on this Bank up to and including.....or for such further period as may hereunder be mutually fixed from time to time in writing by the Bihar State Power Holding Company Limited / and the Bidder and shall not be terminable by notice or any change in the constitution of the aforesaid Bank or the firm of Bidders or by any other reasons whatsoever and the Bankers liability hereunder shall not be impaired or discharged by any extensions of time or variations or alteration made, given, conceded or agreed to with or without the Bank’s knowledge or consent by or between the Bihar State Power Holding Company limited and the Bidder in the existing and/or further tenders and /or contracts.

It is agreed to by the Bank with Bihar State Power Holding Company Limited that if for any reason a dispute arises concerning the Bank’s liability to pay the requisite amount to the Bihar State Power Holding Company Limited under the terms of this Guarantee, the competent court at Patna alone shall have jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this Guarantee being unequivocal and unconditional as mentioned above.

The liability under this Guarantee is restricted to Rs.....(in words Rupees.....) only. This Guarantee shall remain in force until.....unless a demand to enforce a claim is made under this Bank Guarantee by the Bihar State Power Holding Company Limited to the bank **within 6 (Six) months** from that date i.e. up to, the right of the Bihar State Power Holding Company Limited

under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under.

Witnesses:-

1..... (Signature)

Signed

.....(Name)

for.....

.....(Address)

BANK

(Seal)

2.....(Signature)

.....(Name)

.....(Address)

ANNEXURE "F"

Previous three year Work Experience Details for works regarding maintenance of computers and peripherals

Columns to be filled by Bidder

<u>Year</u>	<u>AMC Work 1</u>	<u>AMC Work 2</u>	<u>AMC Work 3</u>
Financial Year			
Agreement No/ Work Order No.			
Name of Employer/ Work Order Issuing Authority			
Work Experience Certificate No.& Date			
Period of Work/ Experience			
Executed value of work against each experience			

Place:-

Date: -

(Seal & Signature of Bidder)

NOTE :- All papers must be signed by the Bidder.

ANNEXURE "G"

Computer and Peripherals Details

Computers and Peripherals to be included in AMC on 01-04-2018						
	Computers	Printers	Scanners	MFP	UPS	Laptop
BSPHCL	47	45	4	18	45	2
BSPTCL	70	33	4	22	47	3
SBPDCL	159	115	21	0	97	2
NBPDCL	152	100	4	30	205	12
BSPGCL	34	29	3	13	40	1
Total	466	323	38	83	434	19