

**BIHAR RURAL DEVELOPMENT SOCIETY**  
**(BRDS)**

RURAL DEVELOPMENT DEPARTMENT GOVERNMENT OF BIHAR  
MAIN SECRETARIAT PATNA - 800015 BIHAR (INDIA)

**SHORT-TERM TENDER NOTICE**

Tender Ref. No.: 12-M6/90-15/2016

BRDS invites bid in two bid system to meet the immediate requirement of about around 350-400 Portable Hard Drive for Government of Bihar within short time span, from the Original Equipment Manufacturers (OEM) or Authorized Dealer (AUD) / Distributor of OEM.

Tender document including terms and conditions, specifications etc. can be obtained from the office of President, BRDS, Rural development department, Government of Bihar on all working days (Monday to Friday) between 11.00 hours to 16.00 hours by payment of a demand draft of Rs 10,000/- drawn in favour of CEO, BRDS payable at Patna. It may also be downloaded from the website [www.rdd.bih.nic.in](http://www.rdd.bih.nic.in) in case of a downloaded form D.D of Rs 10,000/- to be attached with the proposal. The last date for submission of the completed bid will be on or before 15.00 hrs on 10-03-2016 and the technical bids will be opened on 10-03-2016 at 15.30 hrs in presence of the bidders or their authorized representatives. Delivery of Hard Drives to be completed within Two days of finalization of the tender.

The undersigned reserves the right to cancel the bid without assigning any reasons.

  
Secretary

Rural development Department  
Government of Bihar  
Main Secretariat  
Patna 800 015

**SHORT TERM TENDER DOCUMENT**  
**For**  
**SUPPLY & DELIVERY OF PORTABLE HARD DRIVE**

Issued by

**Bihar Rural Development Society**  
**Rural Development Department**  
**Government of Bihar**



**BIHAR RURAL DEVELOPMENT SOCIETY**  
**GOVERNMENT OF BIHAR**  
**MAIN SECRETARIAT, PATNA 800 015 (BIHAR)**  
**Website: <http://rdd.bih.nic.in>**  
**Email Id: [rlrsec-bih@nic.in](mailto:rlrsec-bih@nic.in)**

## Section 1: Letter for Invitation

Ref. No.: \_\_\_\_\_

To,

Dear Sir,

Bihar Rural Development Society (BRDS) invites short term proposals for supply and Delivery of Portable Hard Drives for official purpose.

You are requested to go through the document carefully and submit your proposals as per the instructions and guidelines given in the document.

Yours sincerely,

President  
BRDS  
Rural Development Department  
Government of Bihar  
Main Secretariat, Patna 800 015

**IMPORTANT INFORMATION**

<b>Cost of Tender Document</b>	Rs. 10,000 in the form of a demand draft to be drawn in favor of CEO, BRDS, payable at Patna.
<b>Earnest Money Deposit</b>	Rs. 1,00,000 (Rupees One Lakh only) in the form of a demand draft to be drawn in favor of CEO, BRDS, payable at Patna.
<b>Sale of Tender document</b>	All working days during office hours starting from 4 <sup>th</sup> March 2016-10 <sup>th</sup> March, 2016
<b>Last date for seeking clarification</b>	10 <sup>th</sup> March, 2016, 3:30 PM
<b>Last Date and time for Bid Submission</b>	10 <sup>th</sup> March, 2016, 3:00 PM
<b>Address at which Bid is to be submitted</b>	PRESIDENT, BRDS, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800 015 The Bid is required to be submitted in person along with all specified documentation, tender fees and EMD. Bidder is requested to obtain due acknowledgement of submission of proposal.
<b>Opening of Pre-Qualification Bids</b>	
<b>Date, Time &amp; Place of opening of Bid</b>	Date: 10 <sup>th</sup> March, 2016 Time: 3:30 PM Place: Office of The PRESIDENT, Bihar Rural Development Society, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800015
<b>Method of selection</b>	Least Cost Method

## **PART A: INTRODUCTORY NOTE**

1. The Bihar Rural Development Society under the Rural Development Department (RDD), Government of Bihar (GOB) is focused on strengthening the implementation and monitoring of MGNREGA works, a Central Government sponsored scheme which provides "Rural Employment Guarantee Act (MGNREGA) is a legislation passed by the Indian Parliament guaranteeing wage employment to any adult who is willing to do unskilled manual work". For monitoring of activities & various programmes and to develop supervision & monitoring system and to strengthen management information system, the BRDS has decided to provide good quality Android based Hard Drives.
2. BRDS invites sealed bids from the intending bidders for supply and delivery of Android based Hard Drives. Sealed Bids from the bidders shall be received by 15.00 hours on or before 10<sup>th</sup> March, 2016.
3. Interested & competent firm may receive bid documents from the office of PRESIDENT, BRDS after depositing a DD of Rs 10,000/- in favour of CEO, BRDS, Patna (Payable at Patna) from dt. 4<sup>th</sup> March 2016 to 10<sup>th</sup> March, 2016 during working hrs.
4. Bid Documents comprising Instruction to Bidders, Bid Forms, Technical Specifications and Terms & Conditions can be downloaded from the website of the. A DD of Rs.10,000/-(Bid price) in favour of CEO, BRDS, payable at Patna should be deposited with the technical bid if form is downloaded from [www.rdd.bih.nic.in](http://www.rdd.bih.nic.in) website.
5. Bid Documents duly filled, shall be submitted in a sealed envelope bearing the words 'Supply & Delivery of Android Portable Hard Drive".
6. Bids must be accompanied by Earnest money deposit covering an amount equivalent to Rs. 100,000/- in the form of DD/ Banker's cheque issued by any Commercial Bank in favour of CEO, BRDS payable at Patna.
7. Technical Bids shall be opened in presence of the bidders and or their representatives on 10<sup>th</sup> March, 2016 Time: 3:30 PM in the above mentioned office in front of the bid evaluation committee. Date & time of opening of Financial Bids will be informed to only competent Technical Bidders after evaluation of Technical Bids by the purchase committee.
8. Bids should comply in all respects with the Instruction to Bidders in the Bid Document.

9. Award of the supply contract will be made to the bidder whose bid has been determined to be substantially responsive from both technical and financial consideration by purchase committee.
10. BRDS reserves all rights to reject any /all bids received or /and accept any bid or part of bid or multiple bids without assigning any reason.

## **PART- B: INSTRUCTION TO BIDDERS**

### **1. Eligible Bidders :-**

The bid is open to all qualified manufacturers and authorized distributors of Portable Hard Drive. Authorized Distributors willing to bid, will be required to submit document in support of their distributorship from the manufacturer and such information will have to be provided in the form prescribed in Bid Document.

#### **Minimum Eligibility Criteria:**

- i. Vendor should be a Registered Dealer / Distributor / Company.
- ii. Vendor should be in existence in sales and services business of Portable Hard Drive for the last two (2) years.
- iii. Vendor should have minimum average turnover or Rs.1 Crore per annum.
- iv. Vendor should be Original Equipment Manufacturers (OEM) or Authorised Dealer (AUD) / Distributor of OEM.
- v. Vendor should provide after sales services and should have its own service centre or tie ups for after sales services in each district of Bihar.

**Note:** The Bidder shall meet the minimum qualification criteria mentioned in the bid documents and shall furnish documentary evidence in Support of the qualifying requirement.

### **2. Eligible Goods :-**

Offered Hard Drives must fully comply with the requirement of the technical specifications as prescribed in bid Document. Brochure containing technical details of the Hard Drives shall have to be furnished to confirm compliance with technical specifications.

### **3. Preparation and Submission of Bid Documents :-**

The bidder is expected to examine all instructions, forms, terms & conditions and specifications stated in the Bid Documents. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responding to the Bid Documents in every respect will be at the Bidder's risk and may result in the rejection of the bid. The following sections of the Bid Documents must be completed and submitted by the Bidder:

#### **TECHNICAL BID**

- Technical Bid Form
- Tax Clearance Certificate

#### **FINANCIAL BID**

- Bid Form of Quotation of price

- Financial Bid form

### **Bid Prices**

The bidder shall mention on the Quotation of price enclosed to this document, the unit price and total bid price of the Hard Drives. The prices of the Hard Drives to be quoted shall be ex-factory including excise / sales / vat and other taxes already paid or payable to be shown separately. The quoted price shall however be inclusive of delivery charges.

### **4. Documents Establishing Technical Specifications**

Bidders shall enclose documents establishing the eligibility of the Hard Drives to be supplied by the bidder. The documentary evidence about the technical specifications may be in the form of literature indicating detailed description of the product and essential technical and performance characteristics.

### **5. Period of validity of Bids**

The validity of bids should be for a minimum of 60 days after the last day of receiving the bids. A bid valid for shorter period than above will be rejected as non-responsive.

### **6. Delivery Schedule**

The required quantity as per bill of quantities should be delivered within 02 days from the date of issue of purchase order after making a contract on a non-judicial stamp of Rs.100/- after acceptance of the Bid.

### **7. Earnest money deposit**

Earnest money deposit amount equivalent to Rs. 1,00,000/- in the form of DD/ Banker's cheque issued by any Commercial Bank in favour of CEO, BRDS payable at Patna must accompany the Technical Bid. The E.M.D. shall be valid for 90 days beyond the validity of Bids. Bids not accompanied by E.M.D. shall be rejected. E.M.D. of unsuccessful bidders will be returned as early as possible. The E.M.D. shall be forfeited if a bidder withdraws its bid during the period of validity or if the successful bidder fails to supply the Hard Drives within the delivery period.

### **8. Alternative Proposal by Bidders**

Bidders are not allowed to provide any alternative offer outside the scope of technical specifications any bid containing alternative offer & will be rejected.

### **9. Format & Preparation of Bid**



The Bidder shall prepare Technical Bid and Financial Bid and placed in two separate sealed covers clearly marking each as 'Technical Bid' and 'Financial Bid'. Name of firm address & contact no. should be mentioned clearly on the both envelope and keeping them in a large size envelope same mentioning on it. Both Technical & Financial Bids along with documents required to be submitted shall be signed by the Bidder and a person duly authorized by the bidder to in each page. Written power of attorney accompanying the bid shall indicate necessary authorization. Any correction in the bid shall be initialed by the person signing the bid.

## **10. Submission of Bids**

The Bid in two parts, one containing Technical Bid and the other containing Financial Bid shall be placed in two separate sealed envelopes clearly marked as below:

- I. "Bid for Supply & Delivery of Hard Drives – Technical Bid"
- II. "Bid for Supply & Delivery of Hard Drives – Financial Bid"

The sealed envelope having Technical Bid shall contain Technical Bid Form, Manufacturer's Authorization in prescribed form, Form of E.M.D. duly filled in and signed, documents establishing eligibility of offered Hard Drives to Technical Specifications, Tax clearance certificate and a complete set of the Bid Document entitled "Instruction to Bidders" signed in all the pages.

The other sealed envelope will contain Financial Bid which shall include Bid Form of financial bid and Price quotation. Both the sealed envelopes containing Technical Bid and Financial Bid separately shall be placed in an outer envelope duly sealed, marking the outer envelope as 'Bid for Supply & Delivery of Portable Hard Drive. The Bid shall be submitted to the office of PRESIDENT, BRDS.

If the cover containing the bid documents is not sealed and marked as instructed above, no responsibility will be assumed for any misplacement of the bid or beforetime opening of the envelope. Sealed Bids from eligible bidders must be received by the Buyer at the address specified no later than 15.00 hours on 10<sup>th</sup> March, 2016.

## **11. Bid Opening & Evaluation**

### **Bid Opening**

All Technical Bids shall be opened publicly in the presence of the Bidders or their representatives in front of Purchase committee. Bidders' names, Items with model no. & brand offered, list of samples if submitted, presence and absence of bid security, period of bid validity and such other items will be announced and recorded at the opening of Technical Bid by the Purchase committee. The Financial Bids of technically responsive bidders will be opened in the presence

of such responsive bidders or their representatives on date and time to be notified later. Total bid amounts and discount if any will be announced and recorded at the opening of Financial Bid. An. Price discount if any shall be clearly stated in the Price Schedule. Minutes of Bid Opening containing summary of information with regard to each Bid shall be prepared during the opening of both Technical & Financial Bids.

### **Evaluation of Bids**

- I. For proper evaluation & comparison of Bids, the Purchase Committee may at its discretion ask the bidder for any clarification of Bid. The request for clarification and the response shall be in writing, but no changes in the price of the Bids shall be, offered or permitted.
- II. The Purchase Committee will first evaluate the Technical Bids to determine the substantial responsiveness of the Technical Bids. Substantial Responsive Bid is one which conforms to all the terms and conditions as indicated in the Bid Document without and which also establishes bidder's qualification to supply and deliver the Hard Drives according to technical specifications. After the evaluation of all Technical Bids, Financial Bids corresponding to only substantial responsive Technical Bids will be taken up for evaluation.
- III. All non substantial Technical Bids will be rejected as non-responsive and corresponding Financial Bids shall be excluded from further evaluation.
- IV. The Purchase Committee may at its discretion prefer any minor non conformity in a Bid which does not constitute a material deviation with regard to quality and pricing.
- V. While evaluating Financial Bids, if there is any discrepancy between words and figures the amount in words will prevail. Again if there is a discrepancy between the unit price and the total price, unit price will prevail and total price shall be corrected. However, if the bidder does not accept the correctness of the errors, his bid will be rejected.
- VI. The Bidder must have supplied the information required in the bid document. A bidder not fulfilling any criteria stipulated, his bid will be considered non responsive and may be rejected.
- VII. An offered product that does not comply with technical specifications and requirement shall be excluded from further evaluation.
- VIII. The Bids which have been established as responsive in all respects will be compared for its price competitiveness. On the basis of technical and financial evaluation, substantially responsive and most advantageous Bid will be considered for the award of contract of supply and delivery of Hard Drives at destinations indicated in the Bill of Quantity (Annexure-1).

### **12. Variation in Quantity**

BRDS reserves the right to increase or decrease of the quantity specified in the Bill of Quantities without any changes in the unit price or other terms and conditions.

### 13. Notification of Award

Purchase Committee will notify the successful bidder in writing by registered letter that its bid has been accepted. The notification of the award will constitute the formation of the contract.

### 14. Performance Security

Within 2 days from the date of receipt of the notification of award, the successful bidder shall furnish the **performance security in the amount equal to 10% of the bid amount**. The Performance Security shall be in favors of the CEO, BRDS and in the form Bank guarantee as specified in Bid Documents. The security shall be valid up to the warranty period.

### 15. Signing of contract

After the decision of successful bidder he shall attend the office of the PRESIDENT, BRDS for execution of the Contract in the prescribed Contract Form provided in the Bid Document, within 7 days from the date of notification of the award.

**BRDS Right to Accept any Bid and to Reject any or All Bids.**

The BRDS may at its discretion evaluate the vendors for supply of Portable Hard Drive on the qualitative aspects broadly in respect of one or more of the following parameters:

- i. Financial strength and market reputation
- ii. Annual Turnover for last 3 consecutive years
- iii. Profitability for last 2 years
- iv. Spread of Network of service centers
- v. Supplies made to Government and Public Sector Organisations in the last 2 years.
- vi. Quality and Promptness of service support
- vii. Vendors ability to honor the commitments

BRDS reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or Bidders of the grounds for the BRDS's action.

(Part of technical bid)  
**Manufacturers' Authorization Form**

To:

Dear Sir,

We \_\_\_\_\_ who are established and reputable  
manufacturers of \_\_\_\_\_ do hereby authorize M/S  
(Name & Address of Agent) \_\_\_\_\_

\_\_\_\_\_

to submit a bid and sign the contract with you for the Hard Drives manufactured  
by us. We hereby extend our full guarantee and warranty as per  
Clauses of the Contract for the Goods and Services for Supply by the above firm.

**Signature of Manufacturer with seal**

**Date :**

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

**Technical Bid Form :- (Part of technical bid)**

From: (Full name and address of the Bidder)

To:

Dear Sir,

Having examined the Bidding Documents, we, the undersigned, offer to supply and deliver, Hard Drives, in full conformity with the said Bidding Documents and terms & conditions of the Contract at a bid price as indicated in the Financial Bid submitted separately. The following documents duly filled in and signed are submitted:

- 1 Technical Bid Form along with Technical Specification Format duly filled in and signed,
- 2 Manufacturer's Authorization in prescribed form
- 3 Tender fees
- 4 EMD
- 5 Documents establishing eligibility of offered commodity & conformity to Technical Specification
- 6 Basic information of bidders and
- 7 A complete set of the Bid Document entitled "Instruction to Bidders" signed in all the pages.

We undertake, if our bid is accepted to deliver the Hard Drive set in accordance with the delivery schedule specified in the Bill of Quantities. If our bid is accepted, we undertake to provide a performance security within the times specified in the Bidding Documents. We agree to abide for the Bid Validity Period specified in bid document.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. This company has not offered or granted any inadmissible advantages either directly or indirectly to public servants or other persons in connection with its bid.

Date:

Authorized Signature:  
Name of Bidding Firm:  
Address:

**TECHNICAL SPECIFICATIONS OF THE Hard Drives:-  
(Part of technical bid)**

**Technical Specifications**

<b>PARTICULARS</b>	<b>MINIMUM SPECIFICATIONS</b>	<b>PORTABLE HARD DRIVE WITH SPECIFICATIONS OFFERED BY THE BIDDER INDICATING MODEL NO. AND BRAND /MAKE (TO BE FILLED BY THE BIDDER)</b>
Memory Storage Capacity	1 TB	
Type	Portable	
Interface Compatibility	USB 1.1, USB 2.0, USB 3.0	
Hardware Platform support	PC, Mac	
Operating System support	Mac OS X 10.7 or higher, Windows 7 or higher	
Portable Drive	Slim and light	
Warranty	Minimum 3 years	
Driver for Mac	Needed	
Power Source	USB Powered	
Warranty	Minimum 3 years	

**Table: Basic Information of Vendor**

S. No.	Details	Description
1	Name of the Company	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person  (Name, designation, address etc.)  Telephone Number  Fax Number  e-mail	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9	Vendor should have minimum average turnover of Rs. 100 Lacs per annum for last two years. Evidenced from the CA Certificate / Balance sheets.	
10	How many years has your organization been in business under your present name? What were your fields when you established your organization?  When did you add new fields (if any)?	
11	Vendor should be Original Equipment Manufacturers (OEM) or Authorised Dealer (AUD) / Distributor of OEM.	
12	If Authorised Dealer whether Authorisation from the Manufacturer enclosed?	
13	Number of Shops/ Service centres in Bihar	
14	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff,	

	infrastructure etc in the office and no. of years of operation of the local office	
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**Table: Turnover Details**

<b>Last Three Years Annual Turnover of the Bidding Entity:</b>				
<b>(As per the Audited Balance Sheet / Annual Reports to be enclosed duly certified by CA copies of Income tax returns as proof including current year)</b>				
<b>Financial Year</b>	<b>Turnover of operations in Computer Business / Hard Drive</b>	<b>Turnover in Other Operations</b>	<b>Total Turnover</b>	<b>Net Profit</b>

- (i) Financial Statements are Balance Sheets and Profit & Loss Statements duly certified by CA.
- (ii) The Audited Financial Statements etc. are for the year 2011-12 and 2012-13, and 2013-14 (Proofs submitted to satisfy/ meet the requirements of Eligibility criteria)



**Financial Bid Form :- (Part of Financial bid)**

<b>Price quoted per Hard Drive in Rupees (A)</b>	<b>Tax/VAT/Delivery Charges/ Warranty or any other charge per Hard Drive (B)</b>	<b>Total Price = A+B in Rs. (C)</b>

**Total Price in Words for one Hard Drive:**

**Total Price in words for 350 Hard Drives:**

## Draft Contract for the Supply and Delivery of Hard Drives

Whereas the BRDS had issued invitation for bid on \_\_\_\_\_ for the supply and delivery of Hard Drives for official use.

Supplier \_\_\_\_\_ has submitted his Bid in response to this invitation for bids, now in accordance with the bid document it is hereby agreed as follows:

- **Parts of Contract:**-The following documents are to be enclosed into this contract ;

- A) Bill of Quantities
- B) Specifications of Hard Drives
- C) Supply order dated for award of supply contract.
- D) Performance Bond

- **Price:**-The Supplier agrees to supply the Hard Drives at the designated consignees and the Buyer agrees to purchase the Hard Drives as stated in Price quotation of this contract. The total price for the Hard Drive including packing and transportation to the designated destinations amounts to the sum of Rs \_\_\_\_\_ (In Words: \_\_\_\_\_). Prices charged by the Supplier for the Hard Drives under the Contract shall not vary from the prices quoted in its bid.

**Delivery:**- The Hard Drives must be delivered to different officials as per list given in annexure A

**Delivery Period:**- The required quantity as per Bill of Quantities should be delivered to the designated consignees within 10 days from the date of issue of the respective notification by the Buyer. -

**Variation in Quantity/ Change Order:**-The Buyer may, before the delivery time of Hard Drives, make changes in any one or more of the following:

- (a) an increase or decrease in the supply quantity
- (b) the place of delivery; or
- (c) the method of packing. For changes in quantities no adjustment will be made.

**Transport:**- Information about transportation (If Applicable) of the Hard Drives to the destinations shall be made to Secretariat, Delivery letter shall contain the following information: a) Contract number: b) Total quantity; c) Total designated consignees with delivery of Hard Drives Supplier shall provide the following to the consignee

- Supplier's invoice showing Hard Drives description, quantity, unit price, total amount with separation of any customs duty, sales taxes or other similar taxes;
- Original copy of consignment.
- manufacturer's guarantee certificate;
- Receipt certifying that the Hard Drives have been received at designated destinations

- **Quality of Hard Drives:-** The Supplied items shall be new and shall meet the quality required by the specifications.

- **Packaging:** The Supplier shall supply the Hard Drives in packaged condition as is required to prevent their damage during transit. The packaged Hard Drives shall also contain operations and maintenance manual along with accessories like charger with cord etc.

- **Warranty:** The Supplier warrants that the Hard Drives supplied is new & unused, shall have no defect, that may develop under normal use. This warranty shall remain valid for minimum 24 months after the delivery of the Hard Drives. Upon receipt of any information regarding warranty the Supplier shall, replace the defective Hard Drives or parts, without additional costs & without delay. The Bidder further warrants that all the Hard Drives, software supplied under this Purchase Order shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the BRDS's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods, software in the conditions prevailing at the final destination. During warranty period all the updations/patches/bug fixes of software will be provided by the vendor free of cost. There must be a authorized dealer of successful bidder in the District who shall be responsible for after sale services whenever required. If the supplier, fails to replace the defective Handsets within 30 days, the Buyer may proceed to take necessary remedial action at the Supplier's risk and cost.

-**Inspections and Acceptance:** The Buyer or its representative shall have the right to inspect or to test the Hard Drives to confirm its conformity to the contract before delivery. Therefore, the Supplier is required to notify the Buyer when the sample Hard Drives will be ready for inspection and testing, and to deliver this sample to the Office of PRESIDENT, BRDS. For the inspection of the Handsets a Technical Inspection Team/ committee shall be formed, the commodity will be provisionally accepted. Final acceptance of the commodity will be made by the final consignee when the Hard Drives

are delivered after demonstration of the proper functioning of each Hard Drives at the destinations

- **Payments:** Payment of the Hard Drives purchased shall be made in the following manner:

- **On delivery at the designated places:** 100% of the contract price shall be paid after acceptance of the Hard Drives at the designated destinations of consignee by the concerned official at District

- **Performance Security:** Within 2 days after the receipt of award of the Contract, the supplier shall furnish performance security to the Buyer in the amount of 5% of the contract. The performance security will be and returned to the Supplier after 1 year following the date of completion of the Supplier's performance obligation under the Contract. Performance security shall be payable to the Buyer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- **Liquidated Damages:** Hard Drives shall be delivered to the designated destinations as per list. If the Supplier fails to deliver all the Hard Drives the Buyer may deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 % percent of the total contract price per day of delay up to a maximum deduction of 10 percent of the contract price. Delays in excess of 60 days may cause termination of the Contract and forfeiture of security for performance

- **Delays in the Supplier's Performance:** Delivery of the Hard Drives and performance of the services shall be in accordance with the time schedule specified in the Contract. A delay, without giving any reason, by the Supplier in the performance of its delivery, shall render the Supplier liable to any or all of the following sanctions:

- i. forfeiture of its performance security,
- ii. imposition of liquidated damages and / or
- iii. termination of the Contract for default.

If at any time during performance of the Contract, if Supplier is facing unavoidable circumstances causing delay in timely delivery of the Handsets and performance of services, the Supplier shall inform to the Buyer in writing of the fact of the delay, its likely duration and its cause within one weeks from the beginning of such delay. As soon as after Supplier's notice, the Buyer shall evaluate the situation and may extend the Supplier's time for performance, if given reasons are genuine. If Buyer terminates the Contract in whole or in part, the Buyer may procure, such Handsets similar to those undelivered and the Supplier shall be liable to the Buyer for any excess costs for such similar Hard Drives. A breach by the Supplier will result in the forfeiture of the Supplier's security for performance.

- **Force Majeure:** The parties of this contract shall not be liable to meet claims for any failure to carry out any of their respective obligations under this contract if such failure arises from natural disasters, fires, floods, epidemics, strikes, from any causes generally accepted as force majeure. If as a result of any legislation, or orders of the government or any of the causes mentioned above either of the parties is prevented from fulfilling its obligations, then either party may give notice thereof to the other, and the obligation of both parties shall be suspended. The provisions of Clauses Contract, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if its delay occurs due to an event of Force Majeure. Parties to this contract shall not be entitled to any compensation for damages or loss due to such force majeure

- **Assignments / Sub-Contracts:** The Supplier shall not assign, in whole or in part, its obligations to subcontracts

-**Suspension or Termination:** The Buyer may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt. The Buyer, may by written notice sent to the Supplier, terminate the Contract, in whole or in parts, at any time for its convenience.

- **Arbitration / Resolution of Disputes:** The Buyer and the Supplier shall make every effort to resolve any dispute or disagreement arising between them by direct informal negotiation. Only courts in Patna shall have complete jurisdiction.

- **Conflicts of Interest:** Any bribe, gift or given, promised or offered by or on behalf of the bidder/ Supplier or its partner, agent or servant, in relation to obtaining of contract shall result in rejection of bid or cancellation of contract .

-**Contract Amendments:** No variation in or modification of the terms of the Contract shall be made.

-**Taxes and Duties:** The Supplier shall be entirely responsible for all taxes, stamp duties, and other such levies which shall be included in the quoted prices.

- If bidder have any other extra offer or plan (Package) for Services + Hard Drives, they may explain it in annexure Extra (Enclosed in Bid Document)