



3. And whereas the successful tenderer has deposited a sum of Rs. 4510014/- (Rupees Forty Five Lacs Ten thousand and fourteen only) through the Bank Guarantee No. IN-DL75559847955120N Dated 04.03.15

4. Now these Presents witness:

i. In lieu of imparting RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres set forth in effective way and thereof in the manner set forth in the conditions of the tender document and the LOI, the BSEIDC will make payment to the Bidder through Demand Draft/Cheque/RTGS transfer at the rate set forth in the final Price Schedule appended herewith.

ii. The payment schedule will be according to the tender document.

iii. The conditions of the tender and contract given in the tender document and LOI will be deemed to be taken as part of this agreement and are binding on the Bidder executing this agreement.

iv. The mode of payment will be as per terms and conditions of the tender document. The BSEIDC will make payment to the Bidder. The Financial Liability and obligation will be the part of the BSEIDC for the payments.

5. For Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres and Provision of Services under the tender document and LOI shall be completed as per the tender document.

6. Liquidated damages/penalty and termination due to non-fulfilment of contract and other, if any, shall be as per terms and conditions of the above referred tender document.

7. The following documents shall be deemed to form and be read and as part of this agreement, viz:

a) The tender document (NIT No. 27/2014-15 (dated 09/10/2014) and the further amendments with Every terms & conditions, technical specifications performance security form etc.

b) The final price schedule based on the negotiation on the original price schedule submitted by the bidder. (Annexure II: Form 12 of RFP)

c) The list of the product name & product details (as submitted by the bidder and accepted by the BSEIDC) of the materials in accordance with the specifications given in the tender document and further amendments. (Annexure-I: Form 5 of RFP)



However in case of any contradictions regarding the terms & conditions and Specifications etc the tender document and its further amendments will prevail while all questions relating to interpretation of the tender document or this agreement shall be as per prevailing law.

8. The BSEIDC and RICOH INDIA LTD. shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations., the BSEIDC and RICOH INDIA LTD. have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Bihar State Arbitral and Conciliation Tribunal Act. All Arbitration proceedings shall be held at Patna, Bihar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

9. The validity of this agreement will be for Five years from the date of signing the agreement. In witness whereof, the parties, hereto have set their hands on this 17.03.2015

Rakesh Rajan Mishra  
09-04-15

Rakesh Rajan Mishra

Signature of the Bidder

Handwritten signature

Signature for BSEIDC

Rajeev Ranjan Karmars

Witness1:

Arvind Kumar

Witness1: 09/04/2015

Suresh Chandra Banerjee

Witness2:

Handwritten signature and date 09/04/15

Witness2:

