

# **Tender Document**

for

## **Comprehensive Annual Maintenance Contract**

of

**Servers, Laptops and Desktop Computers, Laserjet,  
Officejet and DMP Printers, On-line UPS, Off-line UPSs,  
Scanner, External CD-Writer, Local Area Network,  
Network Devices, etc.**



**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

**A-13, Sector-1, Noida (U.P.), PIN : 201 301**



**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

A-13, Sector-1, Noida (U.P.), PIN : 201 301

Phone : 95-120-2549856

IWAI/EDP/AMC-4/2004

Dated.....

To,

.....  
.....  
.....

**Subject : Comprehensive Annual Maintenance Contract of Server, Laptop and Desktop Computers, Laserjet, Officejet and DMP Printers, On-line UPS, Off-line UPSs, Scanner, External CD-Writer, Local Area Network, Network Devices, etc.**

Sir,

Please find enclosed herewith one set of tender document for the work of Annual Maintenance Contract of Server, Laptop and Desktop Computers, Laserjet, Officejet and DMP Printers, On-line UPS, Off-line UPSs, Scanner, External CD-Writer, Local Area Network, Network Devices, etc. for a period of one year.

The closing date for the receipt of the sealed tender is 17-06-2009.

The tender shall be submitted in the form and manner as stipulated in this document.

Yours faithfully,

PCSA

Enc I: - As above

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## **1. NOTICE INVITING TENDER**



**Inland Waterways Authority of India**  
(Ministry of Shipping, Road Transport & Highways, Govt. of India)  
A-13, Sector-1, NOIDA – 201 301  
Phone : 0-120-2549856

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### **NOTICE INVITING TENDER**

Authority invites sealed tenders in two cover system from ISO Certified and Authorised Service Provider of branded Servers and Computers like HP/Compaq/ IBM/HCL. Deskjet printers and Servers for Comprehensive Annual Maintenance Contract Work of the computers and peripherals for a period of one year. The tender document can be had from PCSA on payment of Rs. 200/- in the form of demand draft (non-refundable) in favour of “IWAI FUND” payable at any nationalized bank at Noida or New Delhi from 04-06-2009 to 15-06-2009 on all working days. The tender form can also be downloaded from [www.iwai.nic.in](http://www.iwai.nic.in), in which case Rs. 200/- by way of DD (non-refundable) in favour of “IWAI FUND” payable at any nationalized bank at Noida or New Delhi would be remitted while submitting the bids. Last date for the receipt of sealed tender is 17-06-2009 at 15.00 hrs. Technical bid will be opened on the same day i.e. 17-06-2009 at 15.30 hours. Applicant submitting the downloaded version would need to give the certificate indicating that they have not made any changes in the document.

SECRETARY

## **2. SALIENT FEATURES**

1	<b>Name of work</b>	Comprehensive Annual Maintenance Contract work of Server, Laptop and Desktop Computers, Laserjet, Officejet and DMP Printers, On-line UPS, Off-line UPSs, Scanner, External CD-Writer, Local Area Network, Network Devices, etc. (list enclosed).
2	<b>Period of completion of work</b>	Three Years
3	<b>Last date and time for the receipt of sealed tender</b>	17-06-2009 at 1500 hrs.
4	<b>Earnest Money Deposit</b>	Rs. 3000/-
5	<b>Date and time for the opening of Technical Bid</b>	17-06-2009 at 1530 hrs.
6	<b>Cost of tender document</b>	Rs. 200/-
7	<b>Tender document to be Submitted to</b>	<b>The Secretary</b> <b>Inland Waterways Authority of India</b> (Ministry of Shipping, Road Transport & Highways) A-13, Sector-1, Noida (U.P) 201 301

### **3. GENERAL CONDITIONS OF THE CONTRACT**

1. Inland Waterways Authority of India herein after referred to “THE AUTHORITY” wishes to receive sealed tender for the Comprehensive Annual Maintenance Contract work of Server, Laptop and Desktop Computers, Laserjet, Officejet and DMP Printers, On-line UPS, Off-line UPSs, Scanner, External CD-Writer, Local Area Network, Network Devices, etc. (list enclosed).
2. The original tender document is to be duly filled in and submitted to the Authority along with bid. EMD and other documents in accordance with these instructions to the bidder.
3. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specifications etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in ‘REJECTION OF TENDER BID’ submitted by the individual bidder.
4. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 2 days prior to the dead line fixed for the submission of tender.
5. At any time prior to the dead line for submission of tender, the Authority may for any reason whether by its own instigation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.
6. The tender document filled by the bidder and correspondence and documents relating to bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.
7. Prices quoted by the bidder shall remain fixed and valid till the one year.
8. EARNEST MONEY DEPOSIT : The bidder shall furnish as part of its tender EMD of Rs. 3000/- in the form of a crossed DD drawn from a nationalised bank in favour of INLAND WATERWAYS AUTHORITY OF INDIA FUND payable at NOIDA/NEW DELHI. No bank Guarantee shall be accepted for EMD.

9. The EMD may be forfeited if, a bidder withdraws his bid during the period of bid validity specified on the bid form.
10. The EMD will be returned to the unsuccessful tenderer and no interest will be paid on EMD.

**Submission of Tender:** The tenderers are required to submit their tender in two parts in separate sealed envelope. Duly sealed cover containing financial bids will be put in a separate single cover which should be sealed and super-scribed as “Tender for Comprehensive Annual Maintenance Contract work of Server, Laptop and Desktop Computers, Laserjet, Officejet and DMP Printers, On-line UPS, Off-line UPSs, Scanner, External CD-Writer, Local Area Network, Network Devices, etc. Don't open before 17-06-2009 at 1530 hours.

11. The offer complete in all respects should be submitted by 1500 hours on 17-06-2009 to the office of the SECRETARY, INLAND WATERWAYS AUTHORITY OF INDIA, A-13, SECTOR-1, NOIDA (U.P.).
12. The Authority may at its discretion extend the dead line for the submission of bids.
13. Late bids will be rejected and returned unopened to the bidder.
14. Telex, fax, e-mail and cable offers will not be considered under any circumstances.
15. The Authority shall not bind itself to accept the lowest bid and reserves the right to split the order if necessary and also to accept or reject any or all bids or part thereof without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidders of the group for the Authority's action.
16. The Authority reserves the right at the time of award of order to increase or decrease the quantity of equipment specified in the price schedule without any change in unit prices or other terms and conditions. The bidder shall comply the same. The decision of the Authority in this regard shall be final.

17. The Authority will notify the successful bidder in writing that the bid has been accepted. The successful bidder will be required to enter into a contract with the Authority in the form given in these documents and has to furnish performance security in the form of Security Deposit for 10 % of contract value within 10 days of award of work valid for one year. Security deposit will be released after the completion of one year.
18. The successful bidder shall sign the contract on stamp paper within 10 days from the date of issue of supply order. The contract shall be submitted in duplicate.
19. The firm should be in existence for over 5 years in the trade with the maintenance business (service business turn over) of more than Rs.20 lakhs per annum and also ISO Certified.
20. The firm must have previous experience in maintaining hardware and network systems in Govt. organization/PSUs. and also provide a certificate, from the OEM (Original Equipment Manufacturer) that his company is authorized service provider and competent to take up maintenance.
21. The firm must have expertise in preventive on site maintenance and repair of servers, clients, stand alone computers, LAN, Laser/inkjet printers network components, scanners peripherals and other hardware parts and accessories.
22. The firm also must have expertise and experience in LAN troubleshooting. The bidder should have executed satisfactorily minimum 3 AMC of more than 60 computers connected in LAN under Windows 2000/Novell/Window NT environment.
23. The firm must be registered with the Sales Tax Department for Works Contract Tax and Service Tax.
24. A Performance Certificate from at least two Govt. Deptt. /Public Sector Undertaking shall be furnished.

#### **4. SPECIAL CONDITIONS OF THE CONTRACT**

1. System maintenance charge would not include the cost of printer head, picture tube, batteries, consumables and supplies of items such as ribbons, magnetic tape, computer stationery, floppy diskettes and CDs. Adaptor of the devices will be covered under AMC.
2. Warranty of the replaced parts shall remain valid for minimum twelve (12) months for work from the final acceptance.
3. The Contractor shall be entirely responsible for all taxes and other such levies imposed. The bidder shall quote prices inclusive of all taxes/ duties/ service charges only.
4. Bid shall remain valid for 90 days from the date of bid closing prescribed by the Authority.
5. Tender forms are not transferable and its cost is not refundable.
6. The original tender document duly signed in every page by authorised signatory of the tenderer should be submitted along with your offer.
7. Copies of similar supply order with performance certificates / job completion certificate issued by the client, are to be furnished with the bid.
8. Acceptance to tender terms & conditions to be confirmed in the bid by putting signature on all the pages.
9. No advance payment in any case would be made. However, quarterly payment after satisfactory completion of each quarter would be made.
10. Failure to clean external and internal part of PC, Printer, Mouse, Monitor, Key Board an amount of Rs.25/- per machine will be deducted from the AMC payable to the firm.
11. Response time to the complaint will be 24 to 48 hours, failure of which attracts Rs. 200/- per call as penalty.
12. Preventive maintenance of machine like cleaning, thorough checking should be done every month.

13. In case repair work delayed, Authority has full right to get done the repair work from outside agency and the bill amount will be adjusted in the AMC amount.
14. In case where repair is not feasible in our office and down time exceed 48 hrs. standby computer etc., will be provided.
15. Authority shall not be responsible for the damages which may occur during transportation of computer, etc. while shifting the machines.
16. During the period of the AMC, all spare parts will be replaced by you free of charges.
17. The awardee has to provide services in Inland Waterways Authority of India, Noida and at the residence of Sr. Officers of Authority at different locations in New Delhi and Noida.
18. The firm will prepare separate log books for each of the machines to be taken under the AMC and Preventive maintenance with special cleaning of the Monitor, printer, Key Board, mouse etc. from outside with liquid cleaner and inside will be carried out on quarterly basis. A Preventive Maintenance Report from the user would be submitted to EDP Department failing which an appropriate, penalty would be imposed. The quarterly payment will strictly be made on the basis of satisfactory report from the EDP Department.
19. A firm black-listed by any Govt. Office will not be eligible to participate in this tender.
20. Full time service engineer will be provided by the firm during the AMC period.
21. In case of new equipments/computers are added, piece rate would be added.

## **5. AGREEMENT FORM**

**AGREEMENT NO. IWAI/.....**

The contract made the ...day of...2009. between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S.....  
.....of.....  
(herein after "the Contractor") of the other part WHEREAS the Authority is desirous that certain computers hardwares & peripherals as identified in the list of equipments and price schedule and has accepted a Bid by the Contractor for the Annual Maintenance Contract of the..... -  
..... for the sum of  
Rs.....(..... -.....) (herein after "THE CONTRACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

1. The contract shall consist of this contract form and the following documents and the exhibits, specification and other documents referred to therein (herein after called the "contract document") all of which by this reference are incorporated herein and made part thereof.

- a] Notification of award
- b] Price schedules
- c] Tender document containing:
  - General conditions of contract
  - Special conditions of contract
- d] Correspondence between Contractor & Authority from date of submission of tender to signing of agreement.

This contract sets forth the entire contract and agreement between the parties pertaining to the AMC of the equipment described herein and supersedes all earlier verbal or written agreements pertaining to the AMC of computers hardware and peripherals. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Authority to the Contractor, the Contractor hereby covenants with the Authority to AMC of computers hardware & peripherals and to remedy defects / replacement therein in conformity in all respects within the provisions of the contract.

3. The Authority hereby covenants to pay the Contractor in consideration of the provision and AMC of the equipment and the remedying of defects/ replacement therein the contract price of such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed in the contract.

4. Any notice under this contract shall be in the form of letter, telex, fax or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Authority shall be properly addressed to:

-  
Secretary

Inland Waterways Authority of India  
A-13, Sector-1, NOIDA-201 301 (UP).

(Contractor address, telex number and cable address)

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Authority (seal)

Signature of Contractor

Signed sealed and delivered by the said .....  
..... (for the Authority) in the presence of  
..... Signed. Sealed and delivered  
by the said ..... (for the Contractor) in  
the presence of .....

## **6. PERFORMANCE SECURITY FORM**

To:

INLAND WATERWAYS AUTHORITY OF INDIA  
A-13, SECTOR-1, NOIDA-201301 (U.P), DISTT. GAUTAM BUDH NAGAR,  
herein after called the Authority

M/s.....hereinafter called "The Firm" has undertaken to Annual Maintenance Contract of computers hardwares & peripherals as identified in the list of equipments and price schedule and has accepted a Bid by the Contractor in pursuance of Contract No. .... dated ..... 2009 hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the Contract that the Firm shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with the Firm's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Firm a Guarantee;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Firm, up to a total of Rupees.....  
(.....)

.....) and We,..... further agree that if demand is made by the Authority for honouring the bank guarantee, we, ..... have no right to decline to in cash the same for any reason whatsoever and shall cash the same within a maximum period of 2 days from the date of serving notice to the bank from the date of such demand. The fact that there is disputes of any nature whatsoever between the contractor and the Authority is no ground for us..... to decline to honour the bank guarantee in the manner aforesaid is a sufficient reason for the Authority to enforce the bank guarantee unconditionally without any reference to the contractor. We, ..... further agree that a mere demand by the Authority is sufficient for us ..... to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the contractor and any protest by the contractor shall not be valid ground for us, ..... to decline or fail or neglect the payment to the buyer in the manner and within the time aforesaid. Any such demand on the Bank shall be conclusive as regards the amount due and payable to the Authority by the Bank under this guarantee.

We ..... further agree that the bank guarantee herein contained shall remain in full force and effect, till the completion of work to the complete satisfaction of the Authority as per Special condition of the contract dated..... and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said contract have been fully paid and its claim satisfied or discharged in full or till the Authority certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ....., we shall be discharged from all liability under this guarantee thereafter.

We, further agree that the Authority shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the contract or to extend the time during which the contract is to remain valid and or the time for performance by the contractor of its / their obligations under the contract from time to time or to postpone for any time or from time to time any of the powers exercise by the Authority against the contractor and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor or any indulgence by the Authority to the contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us, .....

The executor to this bank guarantee has resolved that it will not have recourse to any civil court for enforcement/cancellation of this bank guarantee to which, we also agree.

This Guarantee shall be valid up to ..... including from the date of issue.

This Guarantee will remain in force up to and including 180 days after period of validity of this guarantee and any demand in respect thereof should reach the Bank not later than such date.

We, ..... lastly undertake not to revoke this guarantee during its currency except with previous consent of the Authority in writing.

date the ..... day of ..... 200.....

Signature .....

SEAL

## 7. CHECK LIST

<u>S.No.</u>	<u>Description</u>	<u>Yes/No</u>	<u>Page No.</u>
1	ISO Certified		
2	Whether firm is in existence for more than five years in the trade and having AMC for more than 20 lakhs per annum.		
3	Performance Certificate from at least two existing Govt. Dept. Clients.		
4	Authorised Service Provider Certificate from Manufacturer		
5	Details of Earnest Money Deposit		
6	Details of Service Engineers		
7	Previous Experience on Maintenance of Computers & Peripherals		
8	Previous Experience in Maintenance of Server & Network		
9	Work Contract Tax/Service Tax with Sales Tax Dept.		

## **8. PRICE SCHEDULE**

<b><u>Sl.No.</u></b>	<b><u>Items</u></b>	<b><u>Quantity</u></b>	<b><u>Total Price</u></b>
1.	<b><u>Computers</u></b> Server - Pentium III iMac G5 Apple Work Station - Xeon Notebook/Laptop Desktop - Pentium II Desktop - Pentium III Desktop - Pentium IV	<b>65 Nos.</b> 01 01 01 05 01 26 30	
2.	<b><u>Network Devices</u></b> Switches Hubs I/O Termination Points, Patch Cords, etc., Maintenance of Network and Operating Systems – Windows 2000 and Windows 2003 and its Clients	<b>04 Nos.</b> 02 02	
3.	<b><u>Printers</u></b> Colour Laserjet Laserjet Officejet Deskjet Inkjet Dot Matrix Scanner	<b>58 Nos.</b> 03 13 03 16 06 16 01	
4.	<b><u>UPSs</u></b> Off-line UPSs (500-750 VA) Off-line UPS 1 KVA On-line UPS 1 KVA	<b>53 Nos.</b> 51 01 01	
5.	<b>External CD-Writers</b>	<b>04 Nos.</b>	
	<b>Total</b>	<b>184 Nos.</b>	
	<b>Price in words</b>		

**Signature & Full Address of Tenderer**