

Tender Document

For

Comprehensive Annual Maintenance Contract

of

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

Tender No.: IWAI/ EDP/CAMC-Computer /2016-17



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

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1. NOTICE INVITING TENDER

Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from agencies for the given below works. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>:

1	Name of work	Comprehensive Annual Maintenance Contract work of Servers, Laptop and Desktop Computers, Laserjet, Officejet, and On-line UPS, Off-line UPSs, Scanner, Local Area Network, Network Devices, etc. (list enclosed).
2	Downloading of tenders	28.10.2016
3	Last date of submission of tender	15.11.2016 till 3 PM
4	Earnest Money Deposit:	Rs. 6,000.00
5	Tender opening date & time	15.11.2016 at 4 PM
6	Cost of tender document:	Rs. 500.00
7	Tender document to be Submitted to:	Online using e-procurement site (https://eprocure.gov.in/eprocure/app)

1. The tender document can be down loaded from the IWAI website "www.iwai.nic.in" and CPP Portal Website <https://eprocure.gov.in/eprocure/app>.
2. The cost of tender documents / EMD as mentioned above should be given through RTGS/NEFT as per clause in 13 and clause no, 12.1 of Instruction of the Bidder.
3. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.
4. Tenderer/Contractor are advised to follow the instructions provided in the **Instructions to the Contractors/Tender for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <http://eprocure.gov.in/eprocure/app>.**

Director (IT)

2. INSTRUCTIONS TO THE BIDDER

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive online tenders for the "comprehensive annual Maintenance Contract" for Server, Desk Top Computers, LaserJet printer , Officejet printer, offline UPSs Local area network and network Devices etc ,herein after referred as "work".

2. The original tender document is to be duly filled in accordance with the instructions given at clause no 17.1 (Cover 3).

3. The bidders will be required to give in writing a satisfactory assurance of its ability and intention to complete the work & service pursuant to the contract within the time set forth therein.

4. TENDER DOCUMENT: - The required work, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following: -

1. Notice Inviting Tender
2. Instructions to bidder
3. Instructions to the contractors/bidders for the e-submission of the bids online through the central public procurement portal for e-procurement <https://eprocure.gov.in/eprocure/app>
4. General conditions of contract
5. Special conditions of contract
6. Agreement Form
7. Performance Security Form
8. Check List
9. Price Schedule
10. Letter of Acceptance

5. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specification 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.

6. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 7 days prior to the dead line fixed for submission of tender.

7. At any time prior to the dead line for submission of tender, the Authority may for any reason whether by its own initiation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.

7.1 The amendments shall be part of the tender document desecrated at clause-4 and will be notified to all prospective bidders and will be binding on them.

7.2 In order to afford prospective bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.

8. The tender document filled by the bidder and all correspondence and documents relating bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.

9. The tender document filled by the bidder shall comprise of the Technical bid and the Financial bid as explained in clause

10. The bidder shall complete the online price schedule included herein stating the price and total prices under the contract. Prices quoted by the bidder shall remain fixed and valid till the validity time.

11. Price shall be in the Indian currency.

12. **EARNEST MONEY DEPOSIT:** -

12.1 An EMD of an amount Rs. 6,000 shall be deposited to IWAI FUND through RTGS /NEFT

- i) Name of bank account: IWAI FUND
- ii) Bank name and address: Union Bank Of India, Sector-15, Naya Bans, Noida 201301
- iii) Bank account Number: 513202050000007
- iv) IFSC: UBIN0551325

12.2 Bids not accompanied by EMD shall be rejected as non-responsive.

12.3 No interest shall be payable by the Authority for the sum deposited as earnest money deposit.

12.4 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.

12.5 The successful Bidder(s) EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of SD

- a) Security Deposit including EMD already submitted will be 5% (five percent) of the contract value of the work. **Balance Security Deposit (i.e. Total 5% SD deducting EMD submitted with technical bid) shall be paid in the form of RTGS in the IWAI Fund as per the details mentioned in clause 12.1 before signing of Agreement.** Bank guarantee will not be accepted

b) **PERFORMANCE GUARANTEE**

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of RTGS/NEFT as per the details mentioned in clause 12.1 **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days

of the issue of the work order. The bank guarantee shall be valid till expiry of 90 days after the end of 'Period of liability' defined in the contract document.

- c) Security Deposit and Performance Guarantee would be released after expiry of maintenance period.

12.6 The EMD may be forfeited if,

a] The bidder withdraws his bid during the period of bid validity specified on the bid form.

b] Make any modification in terms & conditions of tender, which do not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the EMD absolutely.

c] The successful bidder fails to sign the contract in accordance with clause 26. or furnish the performance security(BG) in accordance with clause 25.

13. Tender Fee

All Bidders are required to pay Rs.500 (Rupees Five hundred only) towards Tender Fees deposited in IWAI FUND through RTGS / NEFT as details below.

- i) Name of bank account: IWAI FUND
- ii) Bank name and address: Syndicate Bank of India, Transport Bhawan, Parliament Street, New Delhi 110001
- iii) Bank account Number: 90622150000086
- iv) IFSC: SYNB0009062

The Tender Fee is Non-Refundable.

14. Period of Validity of bid: -

14.1 Bid shall remain valid for 90 days from the date of bid closing prescribed by the Authority as per the clause 18.

15. All pages of the bid shall be duly signed by the person or persons signing the bid. The name of and position held by the person signing the bid must be typed or printed below the signature.

16 The bid shall not contain erasures/over writing except as necessary to correct errors by the bidder in which case the person signing the bid shall install such correction.

16.1 Tender documents are not transferable and its cost is not refundable.

17. SUBMISSION OF BID: -

The tenderer are required to submit their online tender in two parts as given below:

17.1 Technical Bid:

The tenderer shall submit the technical proposal keeping in view the requirement of this tender. The technical proposal would among other, include the following:

Tender should be submitted in two covers viz. separate online Envelope-1 and Envelope-2. The online bid has to be submitted in the following portal ID:- <https://eprocure.gov.in/eprocure/app>.

The technical bid shall be submitted online along with scanned copy of the following documents:-

COVER-1

- a) Tender cost (Transaction confirm receipts of RTGS/NEFT to IWAI fund as per clause 13).
- b) Earnest Money Deposit (Transaction confirm receipts of RTGS/NEFT to IWAI fund as per clause 12.1).
- c) The Bank Solvency should be in the name of the Tenderer issued by banker with full address of issuing authority with validity. The value of **Bank solvency shall not be less than Rs 1,20,000/- (Rs One Lakh Twenty Thousand only)**

COVER-2

- a) Declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- b) Duly filled "Tender Acceptance Letter".
- c) Acceptance to all tender terms & conditions to be confirmed.

COVER-3

- a) Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- b) A signed declaration stating that no alteration has been made in any form in the downloaded tender document.

COVER-4

- a) Background of the organization with respect to experience and brief description of projects recently undertaken.
- b) Bidders Registration Certificate
- c) Copy of Document in the respect of PAN, service tax, VAT number.
- d) Copy of the I.T. return for the last three financial year, should be submitted.

COVER-5

- a) Copies of work orders and performance certificates / job completion

certificates issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders. Supply orders and performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work. Experience of supplying and installation of hardware / software in Govt. / reputed Pvt. Organization during last 3 years ending last day of month previous to the one in which this tender is invited should be either of following:

- (i) Three works **each** costing not less than Rs. 1,20,000;
or
- (ii) Two works **each** costing not less than Rs. 1,80,000;
or
- (iii) One similar work costing not less than Rs. 2,40,000.

THE TECHNICAL PROPOSAL SHALL NOT CONTAIN ANY REFERENCE TO THE PRICES QUOTED.

17.2 Financial Bid:

Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

THE PRICE QUOTED SHALL BE INCLUSIVE OF ALL TAXES. NO ESCALATION IN PRICE ON ANY ACCOUNT SHALL BE ACCEPTED.

17.3. Submission of Tender

Bidder can download tender document from 28.10.2016.

Last date of submission of online bid will be 15.11.2016 up to 1500 hours and Technical bid will be opened online on 15.11.2016 up to 1600 hours.

18. DEAD LINE FOR SUBMISSION OF BIDS:

The online bids shall be received by the Authority as specified in clause 17.

18.1 The Authority may at its discretion extend the dead line for the submission of bids in accordance with clause 7.2 in which case all rights and obligation of the Authority and bidders previously subjected to the dead line will thereafter be subjected to the dead line as extended.

20. Email, Fax, Offline mode and cable offers will not be considered under any circumstances.

21. BID OPENING AND EVALUATION: -

The Authority shall open online technical bid in the presence of bidder's representatives who choose to attend, at the opening time at the location prescribed for submission of bid under clause 17. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the tenderer whose bids would qualify

technically.

22. **CLARIFICATION OF BIDS:** - To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the bidder for clarification on its bids. All responses to request for clarification shall be in writing and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.

23. 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 ground for the Authority's action.

24. The decision of the Authority shall be final.

25. 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 security deposit and performance security within 15 days of award of work.

26. The successful bidder shall sign the contract on stamp paper within 15 days from the date of issue of supply order. The contract shall be submitted in duplicate.

3. INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THE CENTRAL PUBLIC PROCUREMENT PORTAL FOR EPROCUREMENT <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go thorough them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the my favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/
- 14) formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2MB. If any document is

more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) The details of the RTGS/ NEFT / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The PriceBid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 25) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of

evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- 26) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 27) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 28) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 29) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 30) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 31) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 32) For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

E-mail : iwainoi@nic.in

Contact Telephone Numbers : toll free numbers 0120-4200462, 0120-4001002, +91-8826246593

4. GENERAL CONDITIONS OF CONTRACT

1. USE OF CONTRACT DOCUMENTS AND INFORMATION

1.1 The firm shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

1.2 The Firm shall not, without the Authority's prior written consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.

1.3 Any document other than the contract itself, specified in clause 1.1 above, shall remain the property of the Authority and shall be returned (in all copies) on completion of the Firm's performance under the contract if so required

2. CHANGE ORDERS

2.1 The Authority may at any time, by written notice to the firm make changes within the general scope of the Contract.

2.2 Upon notification by the Authority of such change, the firm shall submit to the Authority an estimate of costs for the proposed change (hereinafter referred to as the change or changes), including any change in the schedule of payments, within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change if applicable.

2.3 The firm shall not perform changes in accordance with clause 2.1 above until the Authority has authorized a change order in writing on the basis of the estimate provided by the Firm as described in Clause 2.2 above.

2.4 Adjustments in the contract price authorized by a change pursuant to clause 2.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorized changes.

2.5 Changes mutually agreed upon as a change shall constitute a part of the supply under this contract and the provisions and conditions of the contract shall apply to said change.

3. CONTRACT AMENDMENTS:

3.1 Subject to clause 2, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the firm & IWAI.

4. SUBCONTRACTS:

4.1 The firm shall not subcontract all or any part of the contract.

5. INSPECTION AND TESTS

5.1 The Inspection & Testing of the Computer and related accessories be carried out in the presence IWAI representative and bidder before commencement and after completion of CAMC.

6. PATENT RIGHTS

6.1 The firm shall copyright; indemnify and hold the Authority harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the software or any part thereof.

7. INDEMNITY

7.1 The firm and the Authority shall indemnify /hold harmless each other from and against such claims and liabilities as provided in the special condition of contract.

7.2 Notwithstanding anything in this contract to the contrary, it is agreed that neither the firm nor the Authority shall be held liable to the other party for loss of profit, loss of use or any other indirect or consequential damage.

8. ACCEPTANCE

8.1 Upon completion of the initial maintenance work & commencement in all respect, the concerned official assess the work carried out.

9. TRANSFER OF TITLE

In case need of transfer of title required, after initial payment as per the tender condition, shall become and remain the property of the Authority.

10. MAINTENANCE & ADMINISTRATION

10.1 The firm shall warrant to the Authority that the services supplied under the contract will comply strictly with the contract.

10.2 This MAINTENANCE shall remain valid for minimum 12 months for work from the final acceptance. **However, this contract can be extended to another two year on mutual agreement of the parties subject to the satisfactory performance of the Firms unless specified otherwise in the special conditions of contract.**

10.3 The Authority shall promptly notify the firm in writing of problems arising during the maintenance.

10.4 Upon receipt of such notice, the firm shall promptly resolve the issues at ultimate destination.

10.5 Without prejudice to clause 10.3 and 10.4 the firm shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 10.3 and 10.4 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

10.6 If the firm, having been notified, fails to remedy the defect(s) in accordance with the contract the Authority may proceed to take such remedial action as may be necessary at the firm's expense. The firm's warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the firm under the contract.

11. PAYMENT

Quarterly Payment will be made within 30 days of invoice date after receiving successful completion of work certificate from EDP Cell.

12. EXTENSION IN THE FIRM'S PERFORMANCE

12.1 Completion of work shall be made by the firm in accordance with the **Comprehensive Annual Maintenance Contract (CAMC)**, pursuant to the special conditions of contract.

12.2 The firm may claim extension of the time limits as set forth in the work schedule in case of: -

a] Force Majeure pursuant to clause 18 and

b] Delay in **Comprehensive Annual Maintenance Contract (CAMC)** caused by orders issued by the Authority,

c] Changes ordered by the Authority pursuant to Clause 2

13. TERMINATION FOR DEFAULT

13.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the firm, terminate the contract in whole or in part:

a) If the firm fails to complete the work within the time period(s) specified in the contract, or any extension thereof granted by the Authority pursuant to clause 12 or

b] If the firm fails to perform any other obligation(s) under the contract and if the firm in either of the above circumstances, does not cure its failure

within a period of ten (10) calendar days (or such longer period as the Authority may authorise in writing) after receipt of a notice of default the Authority specifying the nature of the default(s).

13.2 In the event the Authority terminates the contract in whole or in part, pursuant to clause 13.1 above, the Authority may procure, upon such terms and in such manner as it deems appropriate, software similar to the undelivered and the firm shall be liable to the Authority for any excess costs. Notwithstanding the above the firm shall continue performance of the contract to the extent not terminated.

14. TERMINATION FOR INSOLVENCY

14.1 The Authority may at any time terminate the contract by giving written notice to the firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent, Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

15. TERMINATION FOR CONVENIENCE

15.1 The Authority may by written notice to the firm terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority convenience, the extent to which remaining part of maintenance under the contract is terminated, and the date upon which such termination becomes effective.

16. RESOLUTION OF DISPUTES/ARBITRATION

16.1 The Authority and the firm 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.

16.2 If, after thirty (30) days from the commencement of such informal negotiation the Authority and the firm have been unable to resolve amicably a contract dispute either parties may require that the dispute be referred for resolution by arbitration. For this purpose Chairman, IWAI whose decision be final and binding on the both parties, will appoint an Arbitrator. Any dispute arising out of the contract shall be within the jurisdiction of court at Delhi.

17. APPLICABLE LAW

17.1 The contract shall be governed by/ interpreted in accordance with the laws of Govt. of India.

18. FORCE MAJEURE

18.1 In the event that the firm is delayed in performing any of its respective obligations under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in clause 12, and the period of such delay may be added to the time of performance of the obligation delayed.

18.2 If a Force Majeure situation arises, the firm shall promptly notify and Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the firm shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. ASSIGNMENT

19.1 The firm shall not assign to any other party in whole or in part, its obligations to perform under the contract except with the Authority's prior written consent.

20. CONTRACT LANGUAGE

20.1 The firm hereby represents that it has sufficient knowledge of the English language to understand fully the contract. The contract shall be in the English language, and all documentation related here to will also be in the English language.

21. TAXES AND DUTIES

21.1 The firm shall be entirely responsible for all taxes, stamp duties and other such levies imposed. The bidder shall quote prices inclusive of all taxes/ duties only.

22. INVOICES AND PAYMENTS:

No advance payments can be made by the Authority and all stage payments shall be made in accordance with Cl.11 of general conditions.

23. RETENTION OF MONEY, RELEASE AND REPLACEMENT WITH GUARANTEE OF OTHER SECURITY

The firm shall warrant to the Authority that the maintenance shall be of standard /approved specification and shall be promptly attained. The performance security against the contract can be released only after rectifying the defects at the time of initial installation of Hardware and one month after maintenance period (ref. Clause 10). If the firm fails to rectify / supply of system under this contract, the BG will be revoked

24. TRANSPORTATION AND PACKING REQUIREMENT

In case of any transportation and packing requirement arise, the firm shall ensure all necessary precautions for safe transportation and delivery. The authority shall not be held responsible for transshipment losses. The firm for transportation and packing of the consumables shall obtain all necessary clearances as per the prevailing rules. The packing shall be in such a way as to prevent damages or deterioration in transit to the final destination indicated in the bidding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.

25. All necessary documents required under this contract shall be submitted to the Authority. A few documents for this purpose are as below:

- i] Certification establishing that the bidder is eligible to bid.
- ii] Documentary evidence of the bidders qualifications to perform the contract to the Authority's satisfaction.
- iii] Documentary evidence about the financial and technical capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services.
- iv] Documentary evidence of conformity of software and services to the bidding documents in the form of literature drawing and data containing (i) detailed description of the software essential technical and performance characteristics.

26. LIQUIDATED DAMAGES

Subject to clause No.12 of General conditions regarding extension of time for completion period of the contract, when the firm fails to complete the work and installation within the time periods specified in the contract, the Authority without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damage a sum equivalent to 0.2% of the contract price per day of delay subject to a maximum of 10% of the contract price.

5. SPECIAL CONDITIONS OF THE CONTRACT

- The Comprehensive Maintenance Contract includes the cost of repairing / replacement of the defective parts as well as maintenance support but does not include the cost of plastic parts, printer teflon, UPS batteries, scanner lamp, physical damages, Burnt items, Consumable items like the Floppies, CD's, Cartridges etc.
- The Contract includes Preventive Maintenance, Corrective and Remedial Maintenance Service of Hardware and Software to set right malfunctions of the system.
- This contract is inclusive of software support like installation of Operating System , MS Office, related software and tools for maintenance purpose etc, Network related maintenance, Firewall, leased line , Broadband and router configuration / setup and Limited Software Support on all systems covered under this contract.
- **One Resident Engineer** to be provided (with Mobile Phone to ensure their availability) for hassle free services at all times. If Resident Engineer is on leave or absent then substitute Engineer to be provided immediately.
- Tenderer requested 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 / BG for 10 % of contract value within 10 days of award of work valid for one year . Security deposit / BG will be released after the completion of maintenance period.
- The contract on stamp paper should be submitted within 10 days from the date of issue of work order. The contract shall be submitted in duplicate.
- Warranty of the replaced parts shall remain valid for minimum twelve (12) months for work from the final acceptance.
- No advance payment in any case would be made. However, quarterly payment after satisfactory completion of each quarter would be made.
- Response time to the completion of complaint will be 24 to 48 hours,
- Preventive maintenance of machine like cleaning, thorough checking has to be done every month.
- In case repair work is delayed, Authority has full right to get the repair work done from outside agency and the bill amount will be adjusted in the AMC amount.

- In case where repair is not feasible in our office and down time exceed 48 hrs. Standby equipment (computer etc.,) will be provided.
- Contractor shall be responsible for the damages which may occur during transportation of computer, etc. while shifting the machines.
- During the period of the CAMC, all spare parts will be replaced by firm free of charges.
- The Firm has to provide services in Inland Waterways Authority of India, Noida and residence of Senior Officials of IWAI.
- In case of equipment's / computers are added/removed, CAMC charges would change accordingly.

6. AGREEMENT FORM

AGREEMENT NO. IWAI/EDP/CAMC-Computer /2016

The contract made the ...day of...2016. 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 Comprehensive Annual Maintenance Contract of the. Server, Laptop and Desktop Computers, Laserjet, Officejet and On-line UPS, Off-line UPSs, Scanner, External CD-Writer, Local Area Network, Network Devices, etc 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] Work Order
- 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 CAMC 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, fax number and email 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 and sealed by the said (for the Authority)

in the presence of

Signed and Sealed by the said(for the Contractor)

in the presence of

7. 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 2016 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 honoring 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 2016.

Signature

SEAL

8. CHECK LIST

<u>S.No.</u>	<u>Description</u>	<u>Yes/No</u>	<u>Page No.</u>
1	(i) Three works each costing not less than Rs. 1,20,000; or (ii) Two works each costing not less than Rs. 1,80,000; or (iii) One similar work costing not less than Rs. 2,40,000.		
2	Performance Certificate from at least three existing Govt. Dept. Clients / reputed PSU's / companies / Private organization.		
3	Details of Earnest Money Deposit		
4	Details of Service Engineers		
5	Previous Experience on Maintenance of Computers & Peripherals		
6	Previous Experience in Maintenance of Server & Network		
7	Work Contract Tax/Service Tax with Sales Tax Dept. PAN and VAT Number		
8	Copy of IT Return for the last three Financial year.		

9. PRICE SCHEDULE

<u>Sl.No.</u>	<u>Items</u>	<u>Quantity</u>	<u>Rate/Year</u>	<u>Total Price including all taxes</u>
1.	Server (HP Proliant ML 3) HP Proliant DL580G7	2 1		
2.	<u>Computers</u> Desktop & AIO /Desktop Mac Notebook/Laptop	67/1 17		
3.	<u>Network Devices</u> Cisco Switches Cisco Hubs Approximately 100nos. I/O Termination Points, Patch Cords, etc., Maintenance of Network and Operating Systems – Windows 7 , Windows 10 and Windows 2003 Server	2 2		No Price Should be quoted here, it should be quoted on
4.	<u>Printers</u> Colour Laser jet Laser jet / AIO / Office Jet/ A3 AIO Scanner	2 70 4		BOQ on line
5.	<u>UPSs</u> Off-line UPSs (500-800 VA) Off-line UPS 1 KVA Online UPS 2 KVA On-Line UPS 3 KVA	62 13 2 1		
	Total			
	Price in words			

Note:- Rate should be quoted including taxes. No tax will be paid extra.

Signature & Full Address of Tenderer

- NOTE:**

Evaluation will be done on the Total Given and individual rates are only asked for information. Incase of any difference in rate between individual price and total, total price will be prevail and incase of difference between number and words, words will prevail.

10. TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)