



NIRTH | Jabalpur

आई.सी.एम.आर.— राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान  
**ICMR - NATIONAL INSTITUTE OF RESEARCH IN TRIBAL HEALTH**

(स्वास्थ्य अनुसंधान विभाग, स्वा. एवं परि. कल्याण. मंत्रालय)  
(Deptt. Of Health Research, Min. of Health & F.W.)  
नागपुर रोड, पो.ऑ. गढ़ा, जबलपुर – 482003 (म०प्र०)

**Nagpur Road, P.O. – Garha, Jabalpur – 482003 (M.P.)**

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**TENDER NOTICE**

**Sub: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR COMPUTERS, COMPUTERS-UPS, LAPTOPS AND PRINTERS.**

ICMR-National Institute of Research in Tribal Health, Jabalpur invites sealed tenders under two-bid system from reputed and experienced agencies for **Comprehensive Annual Maintenance Contract of Computers, Computers-UPS, Laptops and Printers installed in this Institute.**

2. Interested firms/dealers are required to submit the Technical and Financial bid separately. Sealed cover should be super-scribed with “Tender for Comprehensive Annual Maintenance Contract for Computers, Computers-UPS, Laptops and Printers” and reach ICMR-NIRTH, Jabalpur **03<sup>rd</sup> January, 2019 (Thursday) 11:00 AM** and the same will be opened on **03<sup>rd</sup> January, 2019 (Thursday) 03:00 PM**. No tender will be accepted after last date of submission of tender.

3. Bidders are required to submit Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand Only) along-with tender form in the shape of Demand draft, in favour of Director, ICMR-National Institute of Research in Tribal Health, Jabalpur. EMD of the unsuccessful bidders will be returned to them at the earliest or after expiry of the final bid validity. The bid security of successful bidders would be returned without any interest whatsoever, after the receipt of Performance Security equal to 10% of the Annual Contract Value from them as called for in the contract.

4. The tender documents can be downloaded from ICMR-NIRTH, Jabalpur website at [www.nirth.res.in](http://www.nirth.res.in) and duly filled form should be submitted to the Director, ICMR-National Institute of Research in Tribal Health (NIRTH ), Nagpur Road, P.O.-Garha, Jabalpur- 482 003 upto last date of submission of tender.

5. For detailed information and other terms conditions of the tender, please visit our website [www.nirth.res.in](http://www.nirth.res.in)

**Director**

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## TERMS AND CONDITIONS

1. The firms/dealers shall have at least 03 years experience of similar nature carried out in Central/State Govt. bodies/Departments/PSUs/Autonomous bodies or other similar organizations during the last 3 years ending 31<sup>st</sup> March, 2018 and shall submit the self attested copies of experience issued by the concerned department along with the technical bid of tender documents. **Those firms who have above required experience in service providing field will only be considered.**
2. Period of contract will be for one year from 01/01/2019 to 31/12/2019 that can be extended on performance basis.
3. The bid shall be valid and open for acceptance of the Competent Authority of ICMR-NIRTH for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
4. Maintenance of old computers (more than 10 years old above) will be done on call basis.
5. The sealed tenders should be deposited in Stores Section of the ICMR- NIRTH, Jabalpur **03<sup>rd</sup> January, 2019 (Thursday) 11:00 AM** and the same will be opened on **03<sup>rd</sup> January, 2019 (Thursday) 03:00 PM.** Intimation regarding opening of financial bid will be intimated to the firms at the time of opening of technical bid i.e. on 03<sup>rd</sup> January, 2019 (Thursday) 03:00 PM. **No Tender will be accepted after last date of submission of Tender.**
6. Tenders received late (including postal delay) / in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
7. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
8. No party shall be permitted to submit Tender for work in the ICMR- NIRTH, Jabalpur in which any of their near relatives is an employee. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the ICMR- NIRTH. Any violation of this condition which comes to the Notice of the ICMR- NIRTH after the contract is awarded will entitle the ICMR-NIRTH to treat the contractor as having committed a breach of contract and to exercise all the rights and remedies available to the ICMR- NIRTH on account thereof.
9. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.10,000/- (Rupees Ten Thousand Only)** along-with tender form in the shape of Demand draft, in favour of Director, ICMR-National Institute of Research in Tribal Health, Jabalpur. EMD of the unsuccessful bidders will be returned to them at the earliest or after expiry of the final bid validity. The bid security of successful bidders would be returned without any interest whatsoever, after the receipt of Performance Security equal to 10% of the Annual Contract Value from them as called for in the contract.
10. The firm/company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GSTN etc.
11. No advance payment will be made in any circumstances. The payment will be made on quarterly basis on submission of satisfactory performance from the users.
12. Notwithstanding the above, the Competent Authority reserves the right to accept or reject any Tenders and to cancel the bidding process and reject all Tenders at any time prior to the award of the contract. The decision of the Director, ICMR-NIRTH, Jabalpur shall be binding on all issues relating to Tender.

**ENVELOPE-1 : TECHNICAL TENDER**

**(In separate sealed Cover-I super-scribed as Technical Bid)**

TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPUTERS, COMPUTERS-UPS, LAPTOPS AND PRINTERS.

1	Name of Company/ Firm/Agency	
2	Full Address of Reg. Office/ Telephone No./FAX No./ e-mail id/website address	
3	Registration No.	
4	G.S.T.N. (please attach copy of the same)	
5	Name of the authorized signatory	
6	Specimen Signature of the Authorized signatory.	
7	Telephone Number of the authorized signatory and other Telephone Number of the firm.	
8	Whether the firm had enclosed EMD. If “Yes: then DD no.	
9	Details of organizations where such contract undertaken during the last 3 years  Name and address of the Organization (enclose list along-with supporting documents)	<b>2015-16</b>
		<b>2016-17</b>
		<b>2017-18</b>
10	Whether proof/copies of work order on items at S.No. 9 enclosed (Yes/No)	
	List of copies of documents enclosed.	

Name:.....

Signature :.....

Date : .....

Firm's Seal: .....

**Envelope-2 : FINANCIAL TENDER**

**(In separate sealed Cover-I super-scribed as Financial Bid)**

TENDER/RATES FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPUTERS, COMPUTERS-UPS, LAPTOPS AND PRINTERS.

Sl. No.	Description of the item	Quantity (Approximate)	Charges per unit per annum Comprehensive (RS.)	Taxes if any	Total amount per annum with taxes Comprehensive
1	Desktop computers	88			
2	Laptop computers	12			
3	HP Laser Jet Printer	67			
4	HP Color Jet printer	07			
5	Computer UPS	56			

(Please note :

Number of computer systems/printers may increase as warranty of few more computers systems/printers may expire during the proposed contract period. Similarly, number may decrease for the computer systems/printers which are very old and not required to be covered under CAMC.

Successful bidders will require to inspect and ensure exact numbers by preparing a list of computers systems/printers which will be covered under CAMC and will be taken into account for signing the maintenance contract agreement.)

Name:.....

Signature :.....

Date : .....

Firm's Seal: .....

**Performance Bank Guarantee**

Bank Guarantee No.: \_\_\_\_\_

Amount of Guarantee: Rs. \_\_\_\_\_

Valid Up to \_\_\_\_\_ : \_\_\_\_\_

Guarantee Cover from : \_\_\_\_\_ to \_\_\_\_\_

**The Director,  
ICMR-National Institute of Research in Tribal Health, (Indian Council of Medical  
Research)  
Ministry of Health, Govt. of India  
Nagpur Road, P.O. Garha, Jabalpur – 482003**

This deed of guarantee executed by (Name of Bank) .....  
Constituted under the (Bank Act) ..... having its Corporate Centre at  
..... and amongst other places a Branch,  
..... (hereinafter  
referred to as “the Bank”) in favour of **ICMR-National Institute of Research in Tribal Health  
– Jabalpur-482003**. (hereinafter referred to as “**the Beneficiary**”) for an amount not exceeding  
Rs.

..... (Rupees  
.....) at the request of  
(Name of Firm) .....  
(hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this  
Guarantee is limited to a maximum of Rs. .... (Rupees  
.....  
.....) and the Guarantee shall remain in full force upto  
..... and cannot be invoked otherwise than by a written demand or claim under  
this Guarantee served on the bank on or before .....

Where as you have entered in to a contract reference No. .... Dated  
..... With (Name of Firm)  
.....  
..... for the “Comprehensive Annual Maintenance Contract of Computers, Computers-  
UPS, Laptops and Printers” and where as (Name of Firm)  
..... has undertaken to produce Bank Guarantee for the  
10% of the contract price amounting to Rs. .... (Rupees .....  
.....) to secure its obligations to **ICMR-  
National Institute of Research in Tribal Health – Jabalpur – 482003**. for the contract period  
from \_\_\_\_\_ to \_\_\_\_\_.

We, (Name of Bank) ..... Hereby  
expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on  
behalf of (Name of Firm)

..... that in the event  
**ICMR-National Institute of Research in Tribal Health, Jabalpur** – 482003 declares to us  
through you that (Name of Firm)

..... has not fulfilled the obligations under the said  
contract to pay you on demand without any reference to M/s .....  
..... an amount of Rs. .... (Rupees  
.....) Notwithstanding any  
right/disputes raised by (Name of Firm) .....  
..... or any said or proceedings pending in any  
competent Indian Court or before any arbitration tribunal, your written demand shall be  
conclusive evidence to us that such payment is payable under the terms of the said contract and  
shall be binding in all respect on us.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any  
arrangements, variations made between you and (Name of Firm)  
..... indulgence to (Name of Firm)  
..... by you with or without our  
consent and knowledge or by alterations in the obligations of (Name of Firm)  
..... by any forbearance whether as  
to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in  
writing by you.

This guarantee shall remain valid until ..... Notwithstanding anything  
contained herein.

Our liability under this guarantee is restricted to Rs. .... (Rupees  
.....)

This Bank Guarantee shall be valid up to .....

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if  
your serve upon us a written claim or demand and received by us or before  
..... i.e. the date of expiry of this bank guarantee. The Bank Guarantee  
should be returned to us after the expiry date for cancellation purpose, even if the original  
guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at ..... at this ..... Day of .....

Dated: \_\_\_\_\_ Place: \_\_\_\_\_

Bank)

Witness (Name, Address & Signature)

1.

2.

## MAINTENANCE CONTRACT AGREEMENT

**(Specimen to be executed in Rs.100/- non-judicial stamp paper)**

This Maintenance Agreement is made at Jabalpur on \_\_\_\_\_ (Date and place of agreement) for the period of one year from \_\_\_\_\_ to \_\_\_\_\_ between the ICMR-NIRTH, JABALPUR hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s \_\_\_\_\_ with its registered office at \_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Whereas ICMR-NIRTH, JABALPUR has the Computers, Computers-UPS, Laptops, and Printers shown in the enclosed Annexure and \_\_\_\_\_ whereas M/s \_\_\_\_\_ has agreed to perform the said maintenance services of the Computers, Computers-UPS, Laptops and Printers as mentioned in this agreement.

Now, therefore, it is hereby mutually agreed as follows:

1. The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
2. The total maintenance charges for one year are Rupees \_\_\_\_\_ the comprehensive maintenance charges shall be payable to the second party on quarterly basis. For this purpose, the second party will have to submit bill along-with service and call reports in the name of first party and payment shall be made by it within 30 days from the receipt of the bill. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the CAMC rates during the entire period of CAMC no difference shall be paid or claimed as a result of the above. However, Taxes (TDS) will be deducted from the CAMC Bill as per Income Tax rules.
3. No advance payment will be made in any circumstances. The payment will be made on quarterly basis on submission of satisfactory performance from the users.
4. During the currency of the agreement, the first party is at liberty to add to or delete from, this schedule any numbers of desktops, printers and UPS etc. if so warranted. In case of addition of work, services will be performed, the same will be done on already agreed and settled- rates for the main contract of maintenance.
5. The second party, shall truly and faithfully carry on the said job for the comprehensive maintenance of the Computers, Computers-UPS, Laptops and Printers as mentioned to the full extent and satisfaction of the first party for the whole year, i.e., from the date of signing of this contract agreement. However, contract can be extended for further one year on mutual basis.
6. The second party has to depute their one engineer, who will report to Store Section for any particular complaint (if any) He will remain in the office for few hours except Saturday and Sunday or call should be attended within two hours. Engineer will also provide a general servicing of all the above mentioned items quarterly basis.

7. The Annual Maintenance Contract shall be comprehensive in nature and shall therefore, include essential servicing and repair/fixing/replacement of all the electrical/electronic and/or mechanical components and parts of the computer systems and accessories. Therefore, the firm shall bear cost of all spare parts of related items (excluding, consumables like toner, toner cartridge, UPS batteries, printer ribbon and toner cartridges). The term 'maintenance' shall also include rectification of all hardware and software problems/defects and also include cost of all the parts/repairs/replacements necessary for the proper maintenance/functioning of the aforesaid systems. No extra charges for any general wear and tear/spare parts, etc. shall be liable to be made by ICMR-NIRTH, Jabalpur. Replacement of defective parts should be made with spares/parts of the same specification and, in case these are not available, the higher specification will have to be installed. In no case will any defective parts be replaced with old spares.

8. The comprehensive maintenance shall be carried out primarily at the premises of the ICMR-NIRTH, Jabalpur during office hours. In case, the second party feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.

9. The second party shall deposit equal to 10% of the Annual Contract Value as Performance security in the form of Demand Draft Bank Guarantee, Demand Draft or FDR which should be pledged in favour of the Director, ICMR-NIRTH, Jabalpur. This amount shall be refunded without any interest to the second party by the first party upon termination or expiry of this agreement after adjusting such dues.

10. In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one month notice and to forfeit the proportionate amount from the security deposited by the second party.

11. In case of breach of any conditions of the contract and for all type of losses caused on the part of Contractor, the Director, ICMR-NIRTH, Jabalpur shall make deductions, as deemed fit, from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit.

12. On completion/termination of the contract, the firm will have to provide all the computers, laptops, printers etc. in good/working conditions.

13. In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations.

14. In case of any dispute arising between the contract holder and the ICMR-NIRTH or any constituent being party of the contract the sole authority for settlement of such disputes, will rest with the Arbitrator, appointed by the Director, ICMR-NIRTH, Jabalpur.

15. In case the maintenance is not found satisfactory the Director, ICMR0-NIRTH, Jabalpur Reserves right to cancel the award at any time, without assigning any reason.

First Party  
Name:  
Designation  
(Rubber Seal)  
(In presence of)  
Witness - I  
Witness - II

Second Party  
Name:  
(Rubber Seal)  
(In presence of)  
Witness - I  
Witness - II