



GOVERNMENT OF INDIA
(MINISTRY OF HEALTH & FAMILY WELFARE NEW DELHI)
NATIONAL TUBERCULOSIS INSTITUTE
No.8, BELLARY ROAD, BANGALORE - 560 003

F.No.14-40/2018-19/ Stores Part I

1st February 2019

SUB: QUOTATION ENQUIRY

1. Sealed quotations in two bid systems are invited for the work listed in Para 3. The quotation should be addressed to the Stores Officer, National Tuberculosis Institute, No.8, Bellary Road, Bangalore-03. The sealed envelope containing quotation should be super scribed "**Quotation for Annual Maintenance Contract for Computer & Peripherals.**"

2. The last date / time for submission of quotation is on **21-02-2019 17.00 Hrs.** Quotations may be dropped in the Tender box kept in our Stores Section or send by Regd. Post well in advance so as to reach before the due date / time. Quotations received after due date / time will be rejected. Quotations should be valid for a period of 45 days.

3. **Description of Work**

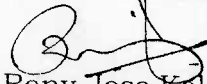
Annual Maintenance of Computers & Peripherals (as per Tender Document attached) held by this Institute including the network, hardware as well as software.

4. Quotations received will be opened at **10.00 Hrs** on **22-02-2019** in the presence of those Tenders present.

5. The Director, National Tuberculosis Institute, reserves the right to reject any/all quotations with out assigning any reason. You are also advised to provide all necessary documents as per the tender document attached failing which your quotation will not be considered.

Thanking you,

Yours faithfully,


(Mr. Rony Jose Kokkad)
Stores Officer
For Director.



Encl: As stated.

TENDER DOCUMENT

for

**Comprehensive Annual
Maintenance Contract of
Desktops, Laptops, Printers,
Scanners etc.**

at

**National Tuberculosis Institute,
Bangalore**

**National Tuberculosis Institute,
Avalon, No-8, Bellary Road,
Guttahalli, Bangalore-560003**

TENDER NOTICE

1. The Director, National Tuberculosis Institute (NTI), invites tenders in two bid system (technical and financial) through submission of competitive bids from the experienced and eligible contractors/firms for the following works: -

Name of Work :- Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, Servers, Switches, Wifi Access Points, Thin Clients, Projectors, Speakers and Fax Machines at National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore.

E.M.D Amount :- **5, 000/- (Five Thousand only)**
(To be submitted as Exemption Certificates/BG/FDR/DD in favour of the National Tuberculosis Institute (NTI), Bangalore). The EMD has to be submitted in original to NTI, Bangalore. Exemption applicable as per MSME & NSIC etc. as per Govt. of India Rules

2. Document Download: Tender documents may be downloaded from National Tuberculosis Institute web site <http://ntiindia.kar.nic.in> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

S.No.	Description of activities	Date (dd/mm/yyyy) & Time (AM/PM)	
1.	Published Date	01.02.2019	10.00 AM
2.	Bid Submission Start Date	01.02.2019	10.00 AM
3.	Bid Submission End Date	21.02.2019	05.00 PM
4.	Technical Bid Opening Date	22.02.2019	10.00 AM
5.	Financial Bid Opening Date	22.02.2019	11.00 AM

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DESKTOPs, LAPTOPs, PRINTERs, SCANNERs, etc. AT NTI, BANGALORE

TERMS OF REFERENCE

1.0 BACKGROUND

National Tuberculosis Institute, under the Union Ministry of Health and Family Welfare has been a pillar of strength for the anti-Tuberculosis activities in the country. It has made significant contributions in research & training and in evolving a viable tuberculosis control programme. The Institute has functioned as the technical arm of the Central TB Division on matters related to tuberculosis control for the past four decades. Recognizing its technical capabilities and training infrastructure, the institute has attained the status of a 'WHO Collaborating Center'.

In pursuance of its objective and to carry out the functions, it is essential that all the relevant gadgets remain in working condition. In order to its effective implementation, the institute decided to award Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, Servers, Switches, Wifi Access Points, Thin Clients, Projectors, Speakers and Fax Machines to carry out the above said work.

2.0 OBJECTIVE

The objective of the project is to have a systematic comprehensive annual maintenance contract at National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore-560003, for maintenance of Desktops, Laptops, Printers, Scanners, Servers, Switches, Wifi Access Points, Thin Clients, Projectors, Speakers and Fax Machines so as to ensure minimum down time of system.

3.0 SCOPE OF WORK

To take Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, Servers, Switches, Wifi Access Points, Thin Clients, Projectors, Speakers and Fax Machines of National Tuberculosis Institute, Bangalore.

3.1 LOCATION

All the machines are located in National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore-560003. The maintenance has to be undertaken onsite wherever these machines are located.

3.2 List of Machines proposed under CAMC/AMC:

A. Desktops & Laptops (Under Comprehensive Maintenance)

Sl no	Item Description	Quantity
1	Desktops (i5)	8
2	Desktops (i3)	2
3	Desktops (Core 2 Duo)	46
4	Desktops (Pentium 3/Pentium 4)	13
6	Laptops (i5 and below)	11
7	Thin Clients with touch monitor	6
Total		86

B. Desktops & Laptops (Under Warranty - Without hardware support)

Sl no	Item Description	Quantity
1	Desktops (i5)	8
2	Desktops (i3)	2
3	Laptops (i7)	4
Total		14

C. Servers (Under Comprehensive Maintenance)

Sl no	Item Description	Quantity
1	HP ProLiant ML 150 Gen2 Processor Intel Xeon CPU E7320 @ 2.8 Ghz Memory 16GB, HDD 500GB	1
2	HP ProLiant DL180 G6 Processor Intel Xeon (R) CPU E5645 @2.13 GHz (8 CPUs) Memory 32GB, HDD 1Tb x 2	1
3	HP ProLiant DL380e Gen8 Processor Intel Xeon CPU E52407v2 @2.4 Ghz (4CPUs) Memory 16 GB, HDD 1Tb x 2	1

4	HP ProLiant DL360 Gen9 Processor Intel Xeon CPU E52609V2 @2.5Ghz Memory 32GB, HDD 600GB x 3	1
Total		4

C. Other IT Peripherals (Under Comprehensive Maintenance)

Sl no	Item Description	Quantity
1	Laser Printers	49
2	Scanners	3
3	LCD Projectors	12
4	Switches	21
5	Wifi Access Points	09
6	Fax Machine	01
7	Speakers 1.5	13
Total		108

Note: The quantity may vary (increase or decrease) at any time during AMC/CAMC period.

3.3 Maintenance Services would cover the following: -

- a) Reloading of OS and Software (like MS OFFICE & Antivirus etc.) as and when required. Software shall be provided by the user.
- b) Activation of Operating System is responsibility of the firm if Hard disk/ Motherboard replaced or OS corrupted.
- c) Installation of Device Drivers required for all machines as far as possible.
- d) Preparation of preventive maintenance schedule and its implementation at a frequency of at least four times in a year, other than breakdown maintenance calls.
- e) The comprehensive maintenance includes preventive maintenance monthly, quarterly, regular services and cleaning of the various equipment and/or repair and replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the equipment. The firm should submit the preventive maintenance report quarterly.
- f) Management of memory usage of computer.

- g) In case of any hardware failure, it has to be repaired free of cost. In case of replacement, it has to be replaced free of cost with same make & model. In case of obsolete of spare parts, it has to be replaced free of cost with better alternative of same make or as approved by Director. The spare parts should be original and genuinity of these spares has to be ascertained before installation.
- h) The firm has to provide **one** Resident Engineer (RE) having knowledge in computer hardware maintenance and networking field.
- i) The firm has to provide minimum inventory of following items at National Tuberculosis Institute, Bangalore

Sl no	Name & Specifications of the Item	Quantity
1	Complete CPU (Minimum i5, RAM 4GB, HDD- 1 TB)	3 nos (new)
2	TFT Monitor (size 19.5")	3 nos (new)
3	Keyboards 106 Keys	5 nos (new)
4	Mouse Optical	5 nos (new)
5	Ethernet Cards PCI	3 nos (new)
6	Mother Boards Two i5/i7	3 nos (new)
7	External Hard Disc (Min.500 GB)	2 nos
8	Laserjet Printers LAN based and duplex printing	2 nos
9	Hard Disk Drive 7200rpm or above (at least of 500GB each)	3 nos
10	SMPS (SATA Supported)	5 nos
11	2 GB RAM (DDR1 or DDR 2)	3 nos
12	4 GB RAM (DDR3 or DDR4)	5 nos
13	DVD Writer 52X Combo Drive or higher	3 nos

3.4 Call Logging System: The firm/ Resident Engineer should use existing call logging system in NTI.

3.5 The firm should have well established & functional Call Centre for remote support.

3.6 Resident Engineer

f) **3.6.A** The copy of certification of proof of competence and experience of Resident Engineer along with Photo Identity card should be deposited in advance at National Tuberculosis Institute, Bangalore for approval. The same procedure has to be followed at the time of replacement of Resident Engineer at any point of time. The resident engineers will provide services during 9:00 am and 6:30 pm on all working days. If need arises they will have to stay back late to finish the work undertaken.

3.6.B Individual life time cards for the machines in duplicate have to be maintained by the firm. One card will be provided to the firm and another card has to be kept with the machine. Entries on both cards, is the responsibility of the firm. The entry on the card has to be prepared a fresh from the starting date of CAMC with all serial nos., configurations and the user name, date of maintenance and details of replacements made.

3.6.C Provide immediate assistance in respect of computer related problems to the end user.

3.6.D The machines should be sealed by the Resident Engineer/firm by their own seals after the maintenance every-time to avoid any possibility of mishandling. Responsibility of mishandling lies with the firm. If any seal is found broken the matter has to be reported to the Director immediately.

3.6.E The Resident Engineers has to report to the Divisional Head (Training) in the morning with the schedule of the day and shall keep the records and update in the evening about number of complaints attended and solved.

3.6.F Except during attending breakdown maintenance call REs (Resident Engineers) have to continue with their Preventive maintenance schedule.

3.6.G The RE shall not leave the office for any work, what so ever it may be, and the support for maintenance items, manpower for procurement of spares required shall be the responsibility of the firm.

3.6.H The salary/ emolument paid by the firm to the RE should be as per labour laws. The details of salary, EPF and ESI paid to RE should be submitted quarterly basis with the invoice of quarterly payment for AMC/CAMC.

4.0 Specific Conditions

- i. CAMC shall also cover damages due to following:
 - a) High Voltage fluctuations

- b) Rat bites
 - c) Burn out of parts
- ii. CAMC shall cover maintenance of Desktops, Laptops, Printers, Scanners, etc. as a whole except Printer Ribbons, Printer Cartridges & Toners for Laserjet Deskjet.
- iii. The CAMC cost is inclusive of cost of spare parts required for maintenance of all Desktops, Laptops, Printers, Scanners, etc. as listed above.
- iv. CAMC cost is inclusive of Data Recovery from HDD in cases like Accidental format, Deleted Files, FDISK, Virus Problem, Damaged Boot Sector, Missing FAT or partition cases.
- v. CAMC excludes data recovery from HDD in these three special cases
 - a) Physical damages due to Track Failure
 - b) Head crash
 - c) Fire Damages only. These cases have to be brought to the notice of Computer Training Unit officials for ascertaining the exact cause of damage.
- vi. Necessary arrangement to prevent the system damages from technical point of view (High voltage fluctuations) has to be ensured by the firm.
- vii. In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstances.

4.1 General

- i) In case of dispute the decision of Director, National Tuberculosis Institute, Bangalore shall be final and binding on both parties.
- ii) At any point of time contract may be terminated without assigning any reason thereof.
- iii) All typographical errors are subject to corrections.
- iv) All the terms & conditions CAMC should be complied.
- v) Deviation, if any, from terms and conditions will not be entertained.
- vi) The firm shall be responsible for any damage in servicing/overhauling of machines and the firm has to repair the machine at its own cost.
- vii) The firm shall not assign or sublet any portion of the work except with written consent of NTI, failing which NTI may terminate the contract, whereupon the performance guarantee / security deposit shall be forfeited at absolute disposal of NTI.
- viii) All tools, accessories, hardware, terminal, connector, multimeter etc. desired for the testing and repairing at site have to be maintained by the firm on its own cost. The equipment shall be complete in all respects whether such details are mentioned or not.
- ix) Any damage to the machines due to natural calamities such as earthquake, fires etc. may not be covered under CAMC.
- x) If the information provided by the firm is found to be false at any point of time, NTI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the earnest money.

xi) NTI reserves the right to up-grade any of its machines from any vendor. The payment of Comprehensive Annual Maintenance Contract of the machines shall be as per specification given in Financial Bid Table. If the specifications shift towards higher then payment for higher specification machine shall be paid (It should be informed in advance by the firm). Any other device within machine, if upgraded shall come under Comprehensive Annual Maintenance Contract, as and when its warranty is over, in lieu of other device. For example, if CD ROM is replaced with a new CD R/W then new CD R/W shall come under Comprehensive Annual Maintenance Contract as and when its Warranty period is over in lieu of Comprehensive Annual Maintenance Contract of old CD ROM. If there is any specific device, which cannot be covered under normal replacement then, it should be informed in advance by the firm.

xii) After completion of CAMC period or after termination of contract, the firm (presently holding CAMC) is responsible to handover all the machines in working condition, which were under CAMC with the firm, unless it was communicated/mutually agreed earlier. Otherwise CPCB reserves the right to get faulty machines repaired by any other firm at the cost of CAMC firm.

The payment shall have to be paid by the firm (holding CAMC before handover) for which CPCB shall adjust from the Performance Guarantee and from the running bills of CAMC, and if the amount is insufficient then the firm (holding CAMC before handover) shall be liable to pay the whole due amount.

xiii) For the new models/ items, CAMC charges will be decided by NTI on the basis of rates for existing models having similar features, which will be binding on the firm.

4.2 QUALIFYING PARAMETERS:

- i) The firm should be in existence in the trade with the maintenance & business both (in support of the claim copy of Registration Certificate should be produced).
- ii) The firm should have valid PAN and GST registration certificate. (Copy to be produced).

(iii) The firm should be registered with EPF & ESIC. Copies of Registration Certificate to be provided by the firm. The firm should adhere to minimum wages Act required.

5.0 BID SUBMISSION:

- i) Bids shall be submitted to The Director, National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore-560003.
- ii) For any clarification regarding tender, contact to Sh. Rony Jose Kokkad, Stores Officer. Email: ronykokkad@gmail.com Phone: 080-23362431, Mob: 7899977502
- iii) Not more than one tender shall be submitted by one bidder or bidders.
- iv) Tenderer who has downloaded the tender from the NTI website <http://ntiindia.kar.nic.in> **shall not tamper/modify the tender form including downloaded financial bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NTI.
- v) Intending tenderers are **advised to visit again** NTI website <http://ntiindia.kar.nic.in> **regularly till end date of submission** of tender for any corrigendum / addendum/ amendment.
- vi) At any time, prior to the deadline for submission of Bids, NTI may, for any reason deemed fit by it, modify the Bid documents by issuing suitable amendment(s) to it. The amendment will be uploaded on CPP & NTI website only. In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their Bids as per the amendment, NTI may, at its discretion extend the deadline for the submission of Bids and other allied time frames, which are linked with that deadline. Prospective bidders are advised to visit/see <http://ntiindia.kar.nic.in> on regular basis for any change in schedule, amendment/ corrigendum in Bid Document including technical requirement.
- vii) Bids will be opened as per date/time as mentioned in the Tender **Critical Date Sheet**.
- viii) The National Tuberculosis Institute reserves the right to cancel all the tenders without assigning any reasons at any time.
- ix) Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resort to be canvassing, will liable to be rejected.
- x) All rates should be quoted in the prescribed "Financial Bid" template in the tender. No documents may be enclosed with financial bid.
- xi) For a bidder, who has participated in the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender.
- xii) On acceptance of the tender, the name of the accredited representative (s) of the bidder who would be responsible for taking instructions from NTI shall be communicated to the NTI.
- xiii) The tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.
- xiv) Merely submitting the tender with all the requirements does not bind the NTI to accept the lowest tender and Competent Authority, NTI reserves the right to

reject any or all of the tenders received without assigning any reason. Tenders not fulfilling any of the prescribed conditions or incomplete in any respect are liable to be rejected.

- xv) Technical bid of only those contractors will be opened, who submit the earnest money in the prescribed manner.
- xvi) Failure of the successful tenderer to comply with the above requirement i.e. deposition of performance security, shall constitute sufficient grounds for cancellation of the letter of award & forfeiture of the earnest money.
- xvii) The tender shall be submitted online in two parts, viz., Technical Bid and Financial Bid.

A. **TECHNICAL BID**: The following documents are to be furnished by the bidder along with Technical Bid as per the tender document:

- a) Copy of 3 support documents mentioned at “QUALIFYING PARAMETERS”
- b) List of Engineers employed in firm along with their CVs.
- c) Preventive maintenance schedule.
- d) A copy of Tender Acceptance Letter (Annexure-I) failing which bidder’s bid may be rejected.
- e) A copy of Checklist Section properly filled and signed (as per Annexure-III).
- f) The EMD in physical form duly sealed in envelope super scribed with “EMD for the tender no. <Tender No> for “Comprehensive Annual Maintenance Contract of Desktops, Laptops, Printers, Scanners, etc.” must be reach at NTI Office on or before Bid submission end date at the address mentioned below:

**The Stores Officer
National Tuberculosis Institute,
Avalon, No-8,
Bellary Road,
Guttahalli,
Bangalore-560003**

by post/speed post/courier/by hand on or before Bid Submission End Date & Time as mentioned in Critical Date Sheet. Otherwise the tender will be summarily rejected without assigning any reason.

B. **FINANCIAL BID** –

Schedule of Financial bid is provided in the form of template (Annexure-IV) along with this tender document. Bidders are advised to download this template in PDF format as it is and quote their offer/rates in the permitted column. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NTI.

Each page of Financial Bid should be signed and with Company Seal/ Stamp. The rates to be quoted in Financial Bid should be in Indian Rupees and

without Taxes. The rate quoted shall be valid for 90 days from the date of opening of technical bid. The period can be extended with mutual agreement.

6.0 FORFEITURE OF EMD: The EMD will be forfeited under the following conditions:

- (a) If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.
- (b) If the bidder withdraws the bid before the expiry of the validity period of 90 days of the bid or within the time frame of extension given by NTI in special case communicated before the expiry of the bid.
- (c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
- (d) If the selected bidder fails to execute agreement in prescribed format and Furnish the bank guarantee within the prescribed time.

7.0 RETURN OF EMD:

- (a) The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the work order to the successful bidder.
- (b) The EMD of successful bidder shall be returned after receiving the Bank Guarantee or may be adjusted against the BG, otherwise EMD shall be returned along with the release of first quarter payment of AMC.
- (c) No interest will be paid by NTI on the Earnest Money Deposit.

8.0 PERFORMANCE SECURITY:

- i) The successful bidder has to submit **Performance Security** equivalent to 10% of the contract amount valid for **ONE YEAR** in the form of Demand Draft, pay order of scheduled bank valid for three months or in the form of FD/BG at the time of submitting agreement and ToR within **seven days** of issue of letter of award.
- ii) If deposited by the successful bidder in the form of FD/BG shall be returned at the end of the contract period or after termination of contract.
- iii) If deposited by the successful bidder in the form of DD, will be paid at the end of contract period without any interest.

9.0 PRICES

Prices quoted shall be firm.

10.0 BREAK UP OF PRICES

- I. The total number of machines may increase or decrease subject to actual requirement at the time of issuing work order. There are few machines which are under warranty.

In future, as and when the warranty of these machines is over, systems will come under CAMC as per approved rates for which intimation by Director will be communicated to the firm. The number of machines found in working condition (shall be inspected jointly by firm and NTI officials) on the date of taking over by the firm shall be covered under AMC and exact CAMC cost calculation shall be based on those real numbers.

- II. The systems which are covered under warranty require software support only and the rates may be quoted accordingly for AMC (without hardware support).
- III. The CAMC contract is for **ONE YEAR** starting from the date of issue of the letter of award. The award letter will be for a period of one year subjected to the permission of continuation of the contract in subsequent years (after one year) in writing from the NTI authority, for which the firm has to request for continuation of contract in advance.
- IV. The continuation of the contract every year is subjected to satisfactory performance and permission from NTI authority for the contract continuation.
- V. The NTI reserve the right to issue a letter of award for one year or more depending upon the decision taken by the management.
- VI. Unit price basis quotation for One Year CAMC should be submitted mentioning clearly Individual items CAMC Cost separately in figures and in words. Total amount should also be clearly mentioned, summing up all break ups. There should be no typographical error in the final quote. The quoted cost must be without any precondition of minimum number of machines or any other condition put by the tenderer.
- VII. The CAMC cost should be inclusive of cost of spare parts required for maintenance of all systems as listed. The spare parts should be of the same make as far as possible. If replacement is done the faulty parts shall become the property of NTI and have to be deposited with Divisional Head (Training). The replacement of parts will be verified by the by Divisional Head (Training).
- VIII. The CAMC cost should be inclusive of the salary/emolument paid to Resident Engineer and should be paid by the firm.

11.0 TAXES AND DUTIES

GST and/or any other applicable taxes and duties will be paid extra. Hence Taxes should not include in the rates quoted.

12.0 MODE OF PAYMENTS

Payment will be made on quarterly basis through online payment/ PFMS after raising the demand by submission of bill in triplicate, on obtaining satisfactory performance certificate from the users.

13.0 PENALTY

- a. Failure to rectify a down system (Desktops, Laptops, Printer, Scanner etc) for more than two working days (after logging the complaint) for any reason like non availability of spares, non-availability of Maintenance Engineer will be taken seriously and shall attract penalty of @100/- per item per day from the date of failure

of the system. This amount shall be deducted from the running payment without any notice to the firm.

- b. Absence of RE in NTI for single day (up to maximum three days consecutively) shall attract a penalty of @100/- per day and for more than three days consecutively including and holiday, if any in between, shall attract a penalty of @200/- per day and if absence is more than a week then contract may be cancelled by NTI or the tenure of Contract shall extend automatically for the period when RE was absent.
- c. Cumulative penalty cannot exceed 25% of the total contract value (on quarterly basis)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

**The Director
National Tuberculosis Institute,
Avalon, No-8,
Bellary Road,
Guttahalli,
Bangalore-560003**

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/organization 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. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-II

Agreement below is to be submitted by the bidder after issue of Letter of Award by NTI within 14 Days.

AGREEMENT

This agreement is made on the ____ day of _____ 20__ between **National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore-560003** (herein referred to as the “Institute” which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee) of the one part.

WHEREAS the party of the first part is **Director, National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore-560003**. The Director of the Institute is authorized person to sign the agreement on behalf of the Institute.

AND WHEREAS the Institute, in pursuance of its objective and to carry out the functions, it is essential that all the relevant gadgets remain in the working condition. In order to its effective implementation, Institute decided to outsourced maintenance work of Desktops, Laptops, Printers, Scanners, Servers, Switches, Wifi Access Points, Thin Clients, Speakers, Projectors, Biometric Devices and CD Writers through the firm M/s _____ amounting to Rs. _____ .

(Rupees only)
exclusive of all taxes and levies.

AND WHEREAS the party of the second part is a firm M/s _____ (herein referred to as the “firm” which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee).

AND WHEREAS the firm has approached the Institute for the execution of the said work and have agreed to conduct and complete the work on the terms and conditions specified and agreed to between the parties hereto and as contained hereinafter.

AND NOW THEREFORE in consideration of the terms and mutual consent hereinafter mentioned, the parties hereby agree as follows:

1. DEFINITIONS

- i. Agreement means this agreement and all appendices, annexure attached, work order, and subsequent amendment, modifications and additions directed by the Institute to be carried out, provided that such directions are given by the Institute.
- ii. “Work” means the total work to be conducted and completed by the firm as specified in details in the scope of work.
- iii. The Institute means the National Tuberculosis Institute includes its Director and any other officials authorized to act and on behalf of the Institute by the Director.
- iv. The firm means M/s _____

2. OBLIGATIONS OF BOTH THE PARTIES

- i. The firm should carry out the work from the date of issue of the final work order as detailed in scope of work and as entrusted to them under the instructions of the Institute and the firm further undertakes to give full co-operation to the Institute in this regard.
- ii. Institute may associate any of their Engineers / nominees for carrying out the assignment, it will be so arranged that they shall not interfere with the regular schedule of the completing the work.
- iii. The institute shall render all suitable assistance to the firm for the purpose of working within the premises and on other locations where machines of the NTI are installed and operational.
- iv. The firm shall receive fees in the manner prescribed in the mode of payment. Fees for any additional work, not included in the scope of work at the time of issuing the work order and which shall have to be carried out by firm under this agreement being due to amendments, modifications or additions as per clause 1(i) of this agreement, will be decided amicably and will be paid.
- v. This agreement comprises of detailed and definite enumeration of the rights and duties of the parties to the contract and covers all previous correspondence or negotiations etc., which may be contrary to this agreement in any way.
- vi. If one provision of this agreement should prove to be invalid or null, all remaining provisions shall remain effective without change. The contracting parties shall try to replace the invalid and null provisions by an admissible provision aiming of the same economic and legal rights.
- vii. The firm shall not engage or employ any sub-contractor for the execution of the work under this agreement without the prior consent in writing obtained from the Institute. Any possible sub-contracts, which may concluded by the firm in consent with the Institute, shall be so concluded on the sole and full responsibility of the firm. The fact of sub-contracting shall not absolve the firm from his/her obligations and responsibilities under this agreement.
- viii. Subject to the provisions of this agreement, the firm shall not transfer or assign this agreement without the Institute's prior consent in writing. In any case transfer or assignment that may be affected by the firm shall not modify his/her liabilities under this agreement. In the event of assignment for transfer the assignees or transferee shall be responsible for the fulfillment of the conditions of this agreement.

3. SECRECY AND COPYRIGHT

- i. The firm hereby undertakes to treat all the data, information, drawings and details etc., received by the consultants during the execution of the work, directly or indirectly, as exclusive property of the Institute.
- ii. No publication shall be erected or caused to be effected or caused to be erected by the firm without the consent of the Institute in writing. All the information and data received or collected by the firm during the execution of the work are at any other time in pursuance of this agreement shall be strictly treated as confidential and shall not be divulged to no other party, person or organization at any time.

4. EXTENSION AND TERMINATION

- i. It is agreed between the parties that the Institute may grant extension of contract to the firm under this contract provided to the Institute is satisfied with the performance of the firm. The extension request may be given by the firm (in writing) to the Institute.
- ii. The duration of contract shall stand, extended automatically, if the services are not provided by the firm, within the contract period as mentioned, along-with the penalties as mentioned in the Penalty clause of ToR.
- iii. It is agreed by and between the parties that the Institute shall have the right to terminate this agreement without assigning any reason thereof subject, however to the condition that it shall give thirty days notice of termination in writing to the firm.
- iv. In the event of termination of the agreement as provided herein, the firm shall cease all further work and deliver to the Institute all data, details, plans, specifications and other documents prepared or information collected up to the date of notice of termination received thereof.
- v. In the event of termination of the agreement as provided herein, the Institute shall reimburse to the firm a part of fees proportionate to the work carried out pursuant to this agreement up-to the date of notice of termination.
- vi. The firm hereby undertakes and agrees to handover all the machines under CAMC with the firm in working condition to the Institute within seven days of the completion of the work or within thirty days from the notice of termination of the contract as the case may be.
- vii. The Institute has the right to terminate the contract with or without assigning any reason at any stage besides reserve its right for the damage or any claim that the Institute may have against the firm.
- viii. In case of such termination by the Institute, if any payment in excess has been paid to the firm, the firm hereby undertakes and agrees to repay the excess payment within 15 days of the termination of the contract.

5. INDEMINITY

- a) The firm hereby undertakes to indemnify the Institute against any claim made by any person/persons or by a third party for any reason whatsoever such a claim or damage may arise because of a mistake, negligence and/or any other reason or an act of the consultant during the course of the work being carried out or after the work carried out by the consultant under this contract.
- b) The parties to this agreement specifically agree that the Institute shall have the right to withhold the payment of fees that may be due and payable to the firm in the event of any breach committed by the firm under this agreement and the payment withheld be paid whenever such breach is rectified.

6. ARBITRATION CLAUSE

The parties to the agreement hereby agree and consent that all disputes, claims etc., arising out of and touching upon clause of the agreement and their interpretation shall be submitted to the sole arbitrator to be appointed in the following manner:

“The Director, National Tuberculosis Institute (NTI), Avalon, No-8, Bellary Road, Guttahalli, Bangalore-560003, or any other suitable person as the sole arbitrator to adjudicate and decide upon the dispute referred to him”. The arbitrator shall state this decision in writing and if amount of claim in dispute is Rs.50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reasons for award.

Subject as aforesaid, the provision of the arbitration & conciliation Act, 1996 or any other statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under the clause.

It is a term of contract that party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each dispute.

If any part invokes the arbitration proceedings shall bear the expense to be paid as fee/remuneration to the arbitrator.

If any legal dispute, subject to jurisdiction of Bangalore Courts only.

It is also a term of contract that if any of the party do not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the information from the Board that final bill is ready for the payment, the claim of the contracting party(s) will be deemed to have been waived and absolutely barred and the National Tuberculosis Institute will be discharged of all liabilities under the contract in respect of these claims.

The decision of the arbitrator shall be final and binding upon the parties.

IN WITNESS WHEREOF THE parties of the first and second part of this agreement have subscribed their signatures on this agreement on the day and year herein above mentioned.

SIGNED IN THE PRESENCE OF:

(N. Somashekar)
Director
National Tuberculosis Institute,
Avalon, No-8,
Bellary Road, Guttahalli
Bangalore-560003

1. Witness:

2. Witness:

Checklist for Bidders

S.No.	Activity	Compliance Yes/No/NA
1.	(i) Have you enclosed EMD (DD/Bank Guarantee /FDR) of required amount?	
	(ii) Is exemption certificate enclosed: vendor registered with MSME/ NSIC/ Government bodies attached for relaxation of EMD?	
	(iiI) Is EMD valid for 90 days from the date of publishing of Bid?	
2.	Have you kept validity of your bid as per the Bid document?	
3.	Have you enclosed Bid Acceptance Letter duly filled and signed (i.e. terms and conditions are acceptable) with original set of Bid. Bids may be ignored if not signed.	
4.	(i) Is PAN No. of bidding firm with proof attached?	
	(ii) Is GST number with registration certificate attached?	
5.	Have you enclosed the EPF & ESIC Registration Certificate	
6.	Is each page of Tender document signed and stamped with firm/company seal	
7.	Have you enclosed all support document mentioned at “QUALIFYING PARAMETERS”	

(Name & Signature with date and
firm/company seal)

Annexure-IV

FINANCIAL BID

NAME AND ADDRESS _____
OF THE QUOTING FIRM _____

A. Desktops & Laptops (Under Comprehensive Maintenance)

Sl no	Item Description	Quantity	For One Year	
			Unit Rate (Rs.)	Amount (Rs.)
1	Desktops (i5)	8		
2	Desktops (i3)	2		
3	Desktops (Core 2 Duo)	46		
4	Desktops (Pentium 3/Pentium 4)	13		
6	Laptops (i5 and below)	11		
7	Thin Clients with touch monitor	6		
Total		86		
Total amount in words for one year				

C. Desktops & Laptops (Under Warranty - Without hardware support)

Sl no	Item Description	Quantity	For One Year	
			Unit Rate (Rs.)	Amount (Rs.)
1	Desktops (i5)	8		
2	Desktops (i3)	2		
3	Laptops (i7)	4		
Total		14		
Total amount in words for one year				

C. Servers (Under Comprehensive Maintenance)

Sl no	Item Description	Quantity	For One Year	
			Unit Rate (Rs.)	Amount (Rs.)
1	HP ProLiant ML 150 Gen2 Processor Intel Xeon CPU E7320 @ 2.8 Ghz Memory 16GB, HDD 500GB	1		
2	HP ProLiant DL180 G6 Processor Intel Xeon (R) CPU E5645 @2.13 GHz (8 CPUs) Memory 32GB, HDD 1Tb x 2	1		
3	HP ProLiant DL380e Gen8 Processor Intel Xeon CPU E52407v2 @2.4 Ghz (4CPUs) Memory 16 GB, HDD 1Tb x 2	1		
4	HP ProLiant DL360 Gen9 Processor Intel Xeon CPU E52609V2 @2.5Ghz Memory 32GB, HDD 600GB x 3	1		
Total		4		
Total amount in words for one year				

D. Other IT Peripherals (Under Comprehensive Maintenance)

Sl no	Item Description	Quantity	For One Year	
			Unit Rate (Rs.)	Amount (Rs.)
1	Laser Printers	49		
2	Scanners	3		
3	LCD Projectors	12		
4	Switches	21		
5	Wifi Access Points	09		
6	Fax Machine	01		
7	Speakers 1.5	13		
Total		108		
Total amount in words for one year				

Grand Total (A+B+C+D)	In figures	In Words
For One Year:		

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation / discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of authorized Signatory with date)

Note:

1. The Bidder shall use their Firm's letter head for quoting the Prices.
2. If there is a discrepancy between the unit price and total price The Unit Price shall prevail. If there is a discrepancy in the Total Amount between Words and figures, the amount mentioned in words shall prevail.
3. NTI will evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of total amount for one year
4. Price shall be in above format and should not be modified. Changes if any required, should be mentioned separately.
5. GST and/or any other applicable taxes and duties will be paid extra. Hence Taxes should not include in the rates quoted.