



कर्मचारी भविष्य निधि संगठन
Employees' Provident Fund Organisation
(श्रम एवं रोजगार मंत्रालय :: भारत सरकार)
(Ministry of Labour & Employment, Govt. Of India)
क्षेत्रीय कार्यालय , भविष्य निधि भवन
Regional Office, Bhavishya Nidhi Bhawan
दिनबाजार, जलपाईगुड़ी / Din Bazar, Jalpaiguri- 735101



ई-मेल / E-mail ro.jalpaiguri@epfindia.gov.in

दूरभाष सं. / Phone No. 03561-230271/230731
फैक्स नं. / Fax No. 03561-231241.

निविदा सूचना

क.भ.नि.सं. जलपाईगुड़ी के कार्यालय में कंप्यूटर पेरिफेरल्स का वार्षिक रखरखाव अनुबंध हेतु मान्य एजेंसी से मोहर बंद निविदा आमंत्रित किए जाते हैं ।

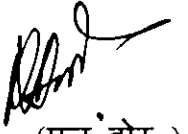
निविदा प्रपत्र , कर्मचारी भविष्य निधि संगठन , क्षेत्रीय कार्यालय जलपाईगुड़ी से दिनांक 21/12/2017 से 17/01/2018 के बीच किसी भी कार्य दिवस को पूर्वाह्न 10 बजे से 3 बजे अपराह्न तक क्षेत्रीय भविष्य निधि आयुक्त, जलपाईगुड़ी के पक्ष में देय डिमांड ड्राफ्ट के रूप में रु.200/- (दो सौ रुपए मात्र) (नॉन रिफण्डेबल) की राशि के भुगतान पर प्राप्त किये जा सकते हैं ।

ड्रॉप बॉक्स में निविदा डालने की अंतिम तारीख 18/01/2018 को अपराह्न 01 बजे तक है तथा निविदा दिनांक 18/01/2018 को (तकनीकी बिड 02.30 बजे अपराह्न और वित्तीय बिड 3.30 बजे अपराह्न) में खोले जायेंगे जहाँ निविदा भरने वाले उपस्थित रह सकते हैं । निविदा बंद लिफाफे में जिसपर "कंप्यूटर सिस्टम और पेरिफेरल्स का ए.एम.सी. हेतु निविदा" लिखा हो, डाक द्वारा जमा किया जा सकता है । डाक द्वारा भेजे गए निविदा दिनांक 18/01/2018 को अपराह्न 1 बजे तक या उससे पहले अवश्य पहुँच जाना चाहिए ।

विस्तृत निबंधन एवं शर्तें निविदा प्रपत्र के साथ उपलब्ध करायी जाएगी ।

वेब साईट www.epfindia.gov.in में पोर्टल पर इस नोटिस के साथ निविदा फॉर्म भी अपलोड किया गया है ।

किसी या सभी निविदा को बिना कोई कारण बताए अस्वीकार / निरस्त करने का अधिकार कर्मचारी भविष्य निधि संगठन के पास सुरक्षित है ।


(एन.होर)

सहायक भ. नि. आयुक्त (प्रशा.)

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Employees' Provident Fund Organisation
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ई-मेल /E-mail: ro.jalpaiguri@epfindia.gov.in



TENDER NOTICE

Sealed quotations are invited from reputed agencies in the prescribed tender form for annual maintenance contract of Computer Peripherals at Jalpaiguri, office of EPFO.

The tender form may be purchased from EPFO, Regional Office, Jalpaiguri on any working day from 10 AM to 3 PM between 21.12.2017 to 17.01.2018 by paying a sum of ₹ 200/- (Rupees two hundred only) (Non-refundable) by Demand Draft drawn in favour of Regional Provident Fund Commissioner, Jalpaiguri.

The last date of dropping of tender in the drop box is 1.00 PM of 18.01.2018 and the tenders shall be opened on 18.01.2018 (Technical Bid at 02.30 PM, Financial Bid 3.30 PM) where tenderers may be present. The tender may also be submitted by Post in sealed envelope superscribing "*Tender for AMC of Computer System and Peripherals*". The tender sent by post must reach this office on or before 1 PM of 18.01.2018.

Detail term & conditions shall be provided with tender form.

Tender form is also uploaded with this notice at www.epfindia.gov.in portal.

The Employees' Provident fund Organisation reserves the right to refuse/reject any or all of the tenders without assigning any reason thereof.

(N.HORE)

Assistant P.F. Commissioner(Adm.)
Regional Office, Jalpaiguri



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TENDER DOCUMENT

ANNUAL MAINTENANCE AND CLEANING CONTRACT FOR COMPUTER SYSTEMS ALONGWITH THIN
CLIENTS, PRINTERS, SCANNER, U.P.S., etc. FOR JALPAIGURI OFFICE.

TENDER NOTICE

Sealed quotations are invited in the prescribed proforma from reputed agencies for annual maintenance contract for computer systems alongwith thin clients, printers, scanner, UPS, server etc. at JALPAIGURI Office of EPFO, so as to reach this office on or before 1.00 PM on 18.01.2018. The quotation may be sent by Registered/Speed Post or may be dropped at the tender box kept at this office for this purpose.

The sealed envelope should be addressed to "The Regional P.F. Commissioner, Jalpaiguri" superscribing on the envelope "Tender for annual maintenance contract for computer systems".

The bids will be opened on 18.01.2018 (Technical Bid at 02.30 PM, Financial Bid 03.30 PM).

Prescribed proforma can be obtained from the office of the EPFO, Regional Office, Dinbazar, Jalpaiguri on any office day during office hour on payment of ₹ 200/-by demand draft favouring "Regional Provident Fund Commissioner", payable at "Jalpaiguri". Tender form can also be downloaded from the website www.epfindia.gov.in. If the vendor downloads the tender document from the website, they must submit a bank draft of ₹200/-alongwith the tender form, without which it will be rejected. To get the form by post an amount of ₹500/-by demand draft favouring "Regional Provident Fund Commissioner", payable at "Jalpaiguri" may be sent.

The Regional P.F. Commissioner-I, Jalpaiguri reserves the right to accept or reject any part or whole of the quotation, without assigning any reason.

SECTION -I

INVITATION FOR BIDS

1. The Invitation to Tender is for: Annual Maintenance Contract for the Computer Systems and Peripherals along with Operating Systems, Printers, UPS etc. in the EPFO, Jalpaiguri office to the Specifications detailed in Annexure B of the Tender Document. The tender also covers the Cleaning Service of the systems and peripherals.
2. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers prepared in accordance with the procedures enumerated in Clause I of Section II should be submitted to the Regional Provident Fund Commissioner, Employees' Provident Fund Organisation, Regional Office, Bhavishya Nidhi Bhawan, Dinbazar, Jalpaiguri not later than the date and time laid down, at his address given in the Schedule for Invitation to Tender under clause 6.
4. All bids must be accompanied by a bid-cum-performance security of Rs.10,000/-.
5. This tender document is not transferable.
6. Schedule for invitation to Tender:
 - (a) Name of the purchaser:

Regional Provident Fund Commissioner,
Employees' Provident Fund Organisation
Bhavishya Nidhi Bhawan,
Dinbazar, Jalpaiguri - 735101
 - (b) Locations where Annual Maintenance is to be carried out:
 1. EPFO, Regional Office, JALPAIGURI
 - (c) Addressee and address at which Tenders are to be submitted:

Employees' Provident Fund Organisation, Regional Office, Bhavishya Nidhi
Bhawan, Dinbazar, Jalpaiguri, PIN – 735 101
 - (d) Last date and time of receipt of Tender: on or before 1.00 PM on 18.01.2018

(e) Place, Time and Date of opening of Technical Tenders: 18.01.2018 at 02.30 p.m.

Employees' Provident Fund Organisation, Regional Office, Bhavishya Nidhi Bhawan,
Dinbazar, Jalpaiguri, PIN – 735 101.

Place, Time and Date of opening of Commercial Tenders: 18.01.2018 at 03:30 pm

Employees' Provident Fund Organisation, Regional Office, Bhavishya Nidhi Bhawan,
Dinbazar, Jalpaiguri, PIN – 735 101.

(f) Date till which the Tender is valid:

90 Days from the date of opening of the technical bid.

(g) Date by which contract to be signed by the vendor:

Within fifteen days from the date of placement of the order.

Note: The Purchaser shall not be responsible for non-receipt/non-delivery of the bid documents due to any reason whatsoever.

SECTION II
INSTRUCTIONS TO TENDERERS

1. Procedure for Submission of bids
It is proposed to have three cover systems for this Tender.
 - (a) Technical bid in one cover.
 - (b) Commercial bid for Computer Systems & Peripherals in one cover.
2. Technical bid of the tender document should be covered in a separate sealed cover super scribing the wording "Technical Bid".
Please note that the Prices should not be indicated in the Technical Bid.
3. Commercial bid of the Tender document should be covered in sealed covers, super scribing "Commercial Bid for Computer Systems & Peripherals".
Commercial bid should only indicate the prices (preferably item wise).
4. Both the Technical bid and the Commercial bid cover, prepared as above are to be kept in a single sealed cover super scribed with Tender Name, Due Date, Item and the wordings "Tender for AMC of Computer System and Peripherals".
5. The cover thus prepared should also indicate clearly the name and address of the Tenderer, to enable the bid to be returned unopened, in case it is declared "Late".
6. In Technical Bid Tenderer will submit the following information.
 - (a) Technical details of the goods/services offered.
 - (b) Principal's authorization form (annexure A)
 - (c) Maintenance infrastructure facilities nearest to offices mentioned above. (Number of engineers (with name and qualifications), details of lab/workshop, list of current major Clients)
 - (d) Photo copy of latest income tax return / Provident Fund Clearance certificate.
 - (e) A Draft amounting Rs. 10,000.00 in favour of Regional Provident Fund Commissioner, Jalpaiguri. (Bid-cum-performance security)
Bid particular (Annexure E).
7. In Commercial bid Tenderer will submit the following information.
 - (a) Details of cost of services offered (annexure C)
 - (b) Other charges, if any.
 - (c) Bid particular (Annexure D)

Prices should be shown separately for each item of services and other aspects.

8. Tenderer Qualification

(a) The term "Tenderer" as used in the Tender Document shall mean the one who has signed the Tender Form. The Tenderer may be either the vendor himself who has quoted for the services on the Tender form or is duly "Authorised Representative", in which he / she shall submit a certificate of authority (Annexure A).

(b) It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she is:

1. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
2. A "Partner" of the firm if it be a partnership, in which case he/she must have authority to refer to arbitration disputes concerning the business of the Partnership Agreement or a Power of Attorney. In the alternative, all the partners should sign the Tender Document.
3. Constituted Attorney of the firm, in case of a company.

9. Bid Security

(a) The bid-cum-performance security is required to protect the purchaser against the risk of tenderer's conduct. The bid-cum-performance security may be forfeited:

1. If a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the bid; or
2. In case of a successful Tenderer, if the Tenderer fails to sign the contract within 15 days from the date of the placement of the order; or
3. Non-performance under the terms of contract in the tender

(b) Unsuccessful Tender's bid security will be discharged/returned as promptly as possible.

(c) The successful Tenderer's bid-cum-performance security will be discharged at the time of the initial installment of Contract Amount.

(d) No interest will be payable by the purchaser on the amount of bid- cum- performance security.

10. Printed Terms and Conditions of the Tenderers will not be considered as forming part of their tenders. In case, Term and Conditions of the contract applicable to this invitation Tender are not acceptable to any tenderer, he should clearly specify deviation in its tender.

1 1. Signing of Contract

At the same time as the purchaser notifies the successful Tenderer that its Bid has been accepted, the purchaser will advise the Tenderer to complete the contract Form incorporating all agreements between the parties duly signed and forward to the purchaser within 15 days of notification.

PRINCIPAL'S AUTHORISATION FORM

To,
The Regional Provident Fund Commissioner,
Employees' Provident Fund Organization,
Bhavishya Nidhi Bhawan,
Dinbazar, Jalpaiguri - 735101

Reference: -

Sir,

We _____ who are established and reputable service providers of
_____ having branches at,
do hereby authorise *M/s*,
(Name and address of agents) to Bid, Negotiate and Conclude the Contract with you against Your
tender.

2. No company or firm or individual other than *M/s*,
are authorized to Bid, Negotiate and Conclude the Contract in regard to this business against this
specific Tender.

3. We hereby extend our full guarantee and warranty as per provisions of the general
condition of contract for the services offered for supply against this invitation for bid by the above
firm.

Yours faithfully,

(_____)
For and on behalf of *M/s*
(Name of the Manufacturers)

Note: - This letter of authority should be on the letter head of the principal and should be duly signed
by a person competent and having the power of attorney to bid the principal.

SCHEDULE OF REQUIREMENTS

Comprehensive and full Annual Maintenance Contract of the Server, Personal Computer System, UPS, Thin Client, DMP, Laser Printer, Network Switch and other peripherals under the jurisdiction of Jalpaiguri as mentioned below:

ITEM	Number
THIN CLIENT	72
DESKTOP	42
Printer (Deskjet/Laserjet etc.)	31
UPS	105
LAPTOP	1
LINE MATRIX PRINTER (LIPI)	1
Scanner	4
Online UPS	1
Cisco SWITCH	6
DMP	10

Annexure C

DETAILS OF THE COST OF GOODS/SERVICES OFFERED

Item No.	Description Of the Item	Quantity / Capacity	Rate per unit	Duties & Levies	Total cost Per unit (4+5)	Total price (3*6) (7)
(1)	(2)	(3)	(4)	(5)	(6)	

TOTAL AMOUNT IN INDIAN RUPEES (IN FIGURES)

(INWORDS) _

Witness:

Signature:

Name

Date

Tenderer:

Signature:

Name

Date

Annexure D

Commercial Bid

BID PARTICULARS

1. Name of the bidder:
2. Address of the bidder:
3. Name of the Principal on whose behalf bid being submitted:
4. Address of the Principal on whose behalf bid being submitted:
5. Place of testing/laboratory facilities for the services offered:
6. Service facilities available:
7. Nearest office to P.F. Office and number of persons employed there:
8. Bidder's proposal Number and. Date:
9. EPF Code No. of the company :
10. Name and address of the officer to whom all references shall be made regarding this tender.

Telephone

Fax

Email

Witness:

Signature

Name

Address

Date

Tenderer:

Signature

Name

Designation

Company

Date

Company Seal

Technical bid

BID PARTICULARS 1

Name of the bidder:

2. Address of the bidder:

3. Name of the Principal on whose behalf bid being submitted:

4. Address of the Principal on whose behalf bid being submitted:

5. Place of testing/laboratory facilities for the services offered:

6. Service facilities available:

7. Bidder's proposal Number and Date:

8. Name and address of the officer to whom all references shall be made regarding this tender.

Telex

Telephone

Fax

Witness:

Tenderer:

Signature

Signature

Name

Name

Address

Designation

Company

Date

Date

Company Seal

FORMAT FOR SELF DECLARATION

(Company letterhead)

Date :

To
The Regional P.F. Commissioner
EPFO,
Bhavishya Nidhi Bhawan,
Dinbazar, Jalpaiguri
735101

In response to your tender for _____ for quoting against the tender as the Authorised Signatory of M/s. _____, I/We hereby declare that our Company/Firm _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last three financial years by any State/Central Govt./PSU/ Autonomous/Statutory body due to unsatisfactory performance, breach of general or specific instructions, corrupt/fraudulent or any other unethical business practices.

Yours faithfully,

Authorised Signatory_____

Name _____

Designation _____

Company Name _____

**TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT OF THE
COMPUTERS/PRINTERS EQUIPMENT & PERIPHERALS**

- 1.1 The contractor shall truly & faithfully carry on the maintenance/repair job as is done by the services/business houses in proper manner/standard fashion for preventive and comprehensive maintenance of the computer equipment as mentioned in Annexure to the extent and its satisfaction initially for a period of one year as mentioned in the Contract Agreement. Computers including accessories, Printers and Scanners etc. should be cleaned with suited detergent/solutions, vacuum cleaner, soft smooth cloth etc. on monthly basis.
- 1.2 AMC shall cover comprehensive maintenance, which includes preventive as well as corrective maintenance. Quantity may vary.
- 1.3 The firm awarded with the maintenance contract shall also carry out preventive maintenance of each equipment once in a quarter and shall maintain proper record thereof.
- 1.4 Contractor is advised to study the Document carefully before submission of tender bid. The contractor submitting tender bid would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Quotation must be unconditional.
- 1.5 Tender Form is not transferable. Tender Form referred as document and both mean one and the same thing.
- 1.6 For any clarification, you may contact **Regional Office, Jalpaiguri.**
- 1.7 The tender should be a complete document. Every paper of the tender should be signed by the tenderer with seal of company.
- 1.8 The cover thus prepared should also indicate clearly the name and address of the tenderer.
- 1.9 Department shall not pay costs incurred towards preparation and submission of the bid or any other expenditure in this regard to the bidder.
- 1.10 The bid form should be clearly filled in ink legibly or typed. The bidder should quote the rates in figures and as well as in words. Alterations in the bid, unless legibly attested by the bidder, shall straightway be rejected.
- 1.1.1 The Company shall not engage any Sub-contractor or transfer the contract to any other person in any manner. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organizations or otherwise.

- 1.12 The Tender Form should be enclosed with self-attested copies of the relevant Registration certificate, GST, EPF code no./ ESIC code no.(if applicable), PAN No. and copies of work/job orders/performance certificates etc.
- 1.13 In the event of any breach/violation or contravention of any terms & conditions contained herein by the contractor, the said security deposit shall be forfeited by the department.
- 1.14 The bids, which do not comply with the above conditions, will be summarily rejected. Bids received after the due date and specified time will also be summarily rejected.
- 1.15 That the stamp duty/other charges payable under the law, in respect of this Deed shall be borne by the contractor.
- 1.16 AMC shall cover each and every part including plastic body and parts, replacement of any part necessary for keeping the computer systems active and free from any defects/disturbance, any unscheduled call for corrective and/or preventive maintenance services, taking appropriate measures/steps in time to set right the malfunctioning of the computer systems. ***The replacement of all spares including plastic parts, printer drum and body is included in the AMC except Printer ribbons and ink cartridges. The replacement of all defective parts with good quality and Origin Equipment Manufacturer (OEM) branded parts will be done by the service provider without any extra charge of any kind. Used/repaired parts of any other brand from any other source are not accepted.***
- Thin Clients (including Monitor, Mouse and Keyboard)**
FULL Comprehensive Maintenance Support including all spares like RAM, Hard Disk, Mother Board, Monitor, Mouse, Keyboard, Adapter etc. and OS/Software Support.
- DESKTOP (including Monitor, Mouse and Keyboard)**
FULL Comprehensive Maintenance Support including all spares like RAM, Hard Disk, Disk Drive, Mother Board, SMPS, Monitor, Mouse, Keyboard etc., OS/Software Support.
- Printer (Deskjet/Laserjet etc.)**
FULL Comprehensive Maintenance Support including all spares. However, consumable items like paper, cartridge etc. should not come under the purview of the AMC.
- UPS and Online UPS**
FULL Comprehensive Maintenance Support including all spares. However, batteries should not come under the purview of the AMC.
- LAPTOP**
FULL Comprehensive Maintenance Support including all spares like RAM, Hard Disk, Disk Drive, Mother Board, etc., OS Support.
- LINE MATRIX PRINTER (LIPI)**
FULL Comprehensive Maintenance Support including all spares like Logic Card, Power Supply Hammer Bank, Tractor Set, Control Panel accessories etc. excluding consumables like Paper, Ribbon etc.
- Scanner**
FULL Comprehensive Maintenance Support.
- DMP**

FULL Comprehensive Maintenance Support including all spares like Printer Head, Power Supply, Gear accessories, Control Panel etc. excluding consumables like Paper, Ribbon etc.

SWITCH

FULL Comprehensive Maintenance Support.

LAN CABLING

FULL Comprehensive Maintenance Support for Network Cable/LAN CABLING, SOCKET, Wiring etc. without any extra charges. The vendor should be able to layout new LAN wires, as and when required, maintenance of LAN cable Network connectivity in the existing set up including the replacement of faulty network cables, box, connectors etc. as and when required.

- 1.17 All equipment installed in the office and mentioned for AMC can be inspected prior to the date of tender, preferably between 26.12.2017 to 10.1.2018 between 11 am to 4.00 pm. Deficiency noticed, if any, may be brought in writing to the notice of the office so that the same is set right before handing over to the firm entrusted with the award.
- 1.18 Fault intimated and/or noticed after award of the contract shall be rectified by the firm entrusted with the award of the contract at no extra cost.
- 1.19 The comprehensive maintenance shall be carried out primarily at the premises on all working days during office hours and even beyond that. In case, the service provider feels that the equipment cannot be repaired at site, they will carry & deliver the equipment at their own cost and get it repaired promptly, failing which replacement shall be provided within two days from the date of lodging of the complaint (excluding the day of the complaint and holidays, if any) failing which an amount of Rs.200/-per day per computer (includes monitor, mouse, keyboard etc.) and Rs.100/-per day for per thin client(includes monitor, mouse, keyboard etc.), printer (all types) and Rs.50/-per day for other items shall be charged as penalty for the delayed period.
- 1.20 The environment conditions in which the equipment is presently installed are satisfactory and the service provider shall not raise any condition with regard to the working environments for the equipment covered under AMC.
- 1.21 The calls are to be received centrally and shall be forwarded to the concerned service engineer by the concerned official of the department and shall be attended immediately on receipt of the same. The firm shall maintain proper service call sheets which will be duly signed by the engineer and the owner of the equipment.
- 1.22 Computer Power cables, printer port and power cable etc. (all types' cables) are also covered under AMC.
- 1.23 The service provider shall also be responsible for removal of virus of any nature and should have licensed copy of latest Anti-virus software with upgrades/updates facilities, without any extra charges/ cost by the contractor itself.
- 1.24 Department shall not be responsible for any use of unlicensed anti-virus software, if

any, used by the service provider. The responsibility shall vest with the service provider for using unlicensed software.

- 1.25 In case Hard Disk, Logic Cards, SMPS, Mother Boards etc. are not repairable, the same shall be replaced with OEM branded new parts/products of same or higher specification.
- 1.26 Replacement of all defective parts shall be made with branded parts of OEM make only.
- 1.27 In the event of non-satisfactory conduct of maintenance services, Regional Provident Fund Commissioner, Jalpaiguri shall have the right to terminate the maintenance contract on short notice.
- 1.28 The charges specified above are in respect of the machines/equipment as per the specification given on this document. Additional charges shall be made on features included subsequently, if any.
- 1.29 The selected vendor shall not assign this agreement or any part thereof, or any benefit there under without the consent of Regional Provident Fund Commissioner, Jalpaiguri, to any other party.
- 1.30 No Interest shall be paid on the Performance Guarantee, deposited by the firm.
- 1.31 Telephone and internet facilities to the service provider shall not be provided by the offices.
- 1.32 After expiry of the AMC period, the service provider shall hand over all the equipment in good working condition to respective offices, failing which, the equipment shall be treated as in operational and a penalty as applicable in the case of defective machines shall be imposed and recovered from the performance guarantee or payment due to the service provider.
- 1.33 It is clarified that all the equipment are operational under Controlled Power Supply and therefore, all defective equipment shall be rectified/replaced without any additional cost to the department in case of short circuit or otherwise.
- 1.34 Any new hardware will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by agency and its maintenance will be taken up after acceptance of the same. In case Regional Office, Jalpaiguri decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract written information to service provider.
- 1.35 Before submitting rates, the firms are advised to inspect the items in the office.

2. CONTRACT PERIOD

- 2.1 The validity of the contract shall be initially for one year from the date of award of the contract. This can be extended further, subject to satisfactory services of the service provider. However, final decision shall rest with the Regional Office, Jalpaiguri.
- 2.2 The department has the exclusive right to terminate the contract by giving short notice to the firm.

3. PENALTY

- 3.1 An amount of Rs.200/-per day per computer(includes monitor, mouse, keyboard etc.) and Rs.100/-per day for per thin client((includes monitor, mouse, keyboard etc.) and per printer (all types) and Rs.50/-per day for other items shall be charged as penalty for the delayed period. However, whenever the item cannot be repaired on site within the specified limits, the vendor will have the option to provide alternative equipment of matching/higher specification with the equipment. No penalty will be charged if alternative is provided.

4. PERFORMANCE GUARANTEE

- 4.1 The firm awarded with the maintenance contract shall deposit a performance guarantee within 15 days of award of contract in the form of Security Deposit equal to 10% of the total cost in the form of FD/DD/Bank Guarantee in favour Regional Provident Fund Commissioner, Jalpaiguri valid for a period of 15 months. No interest shall be paid on the Security Deposit/Performance Guarantee.

5. PAYMENT TERMS

- 5.1 The comprehensive maintenance charges shall be payable to the service provider in four equal installments and paid on the completion of each quarter of AMC period after deducting penalties, if any.

6. SYSTEM AVAILABILITY

In the event of any dispute as to whether the system down time is due to damage caused by mishandling or system malfunctioning the issue will be referred to the Information Service Division, Head Quarters, EPFO, New Delhi for a decision. The Decision of the IS Division will be final and binding upon both the parties.

7. ARBITRATION

- 7.1 The vendor shall warrant that the repair and maintenance service/products offered do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person

or other entity. The vendor shall indemnify EPFO from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

- 7.2 The vendor shall further explicitly absolve EPFO of any responsibility/liability for use of systems/software by the vendor and of all cases of possible litigation/claims directly or indirectly arising out of any breach/claimed breach of patent/copyright/license/trade secret or other entity of the items sourced either from third parties or from themselves.
- 7.3 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 difference shall be resolved amicably by mutual consultations and on failure to do so shall be referred to determination to an arbitrator to be nominated/appointed by the Regional Provident Fund Commissioner, Jalpaiguri. The decision of Arbitrator shall be binding.
- 7.4 The venue for arbitration will be Jalpaiguri.
- 7.5 All firms are advised to submit the information in the proforma given at Annexure- A.
Applications without Annexure-A may be rejected.
- 7.6 The Regional Provident Fund Commissioner, Jalpaiguri reserves the right to accept or reject any or all quotations without assigning any reason.