

नार : 'भविष्यनिधि'

Grams: 'BHAVISHYANIDHI'

दूरभाष / 0863-2231227

फाक्स / 0863-2255164



कर्मचारी भविष्यनिधि संगठन

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

**EMPLOYEES' PROVIDENT FUND ORGANISATION**

(Ministry of Labour & Employment, Government of India)

क्षेत्रीय कार्यालय : ३ - गल्ली, कृष्णनगर, गुंटूर - ५२२ ००६ (आ.प्र.)

Regional Office: 3rd Lane, Krishna Nagar, GUNTUR-522 006. A. P.

सं०:आप्र/क्षेका/गुंटूर/सी टी/कंप्यूटर एवं पेरिफेरलस हेतु ए एम सी/2018/

दिनांक: 02.05.2018

## निविदा सूचना

क्षेत्रीय कार्यालय, गुंटूर कर्मचारी भविष्य निधि संगठन, श्रम व रोजगार मंत्रालय, भारत सरकार के तहत एक सांविधिक इकाई है तथा संलग्नक - ए में सूचित कंप्यूटरों, थिनक्लाइंट्स, प्रिंटर, स्केनर्स एवं लेपटाप हेतु "वार्षिक अनुरक्षण ठेका" हेतु प्रसिद्ध व नामी एजेंसियों से दो बिड प्रणाली में मोहरबंद कोटेशनस प्रस्तुत करने हेतु निमंत्रण देता है .

2). इच्छुक एजेंसियों/स्थापनाओं से अनुरोध है कि वे हस्ताक्षरित तकनीकी तथा वित्तीय बिडस अलग अलग प्रस्तुत करें. मोहरबंद लिफाफा-1 जिसमें "तकनीकी बिड (एनक्सर-1) तथा मोहरबंद लिफाफा-2 जिसमें "वित्तीय बिड (एनक्सर-2) हो को तीसरे मोहरबंद लिफाफे में डालना होगा जिस पर क्षेत्रीय भ नि आयुक्त-1, क्षेत्रीय कार्यालय, गुंटूर का पता होना चाहिए तथा उस लिफाफे पर "कंप्यूटरों, थिनक्लाइंट्स, प्रिंटर, स्केनर्स एवं लेपटाप हेतु वार्षिक अनुरक्षण ठेका हेतु निविदा " लिखा होना चाहिए एवं यह लिफाफा क.भ.नि.सं., क्षे.का., गुंटूर को 25.05.2018 को सायं 3:00 बजे तक या उससे पहले मिल जाना चाहिए . बिड्स 25.05.2018 को सायं 4:00 बजे क्षेत्रीय भ नि आयुक्त-1, क्षेत्रीय कार्यालय, गुंटूर में खोले जाएंगे .

3). रु.10,000/- (रुपए दस हजार मात्र) बयाना के रूप में क्षेत्रीय भ नि आयुक्त-1, क्षेत्रीय कार्यालय, गुंटूर के नाम से देय चेक / डीमांड ड्राफ्ट द्वारा जमा करना होगा .

4). निविदा फार्म किसी भी कार्य दिवस को पूर्वाह्न 10:00 से सायं 4:00 बजे के बीच क्षेत्रीय भ नि आयुक्त-1, क्षेत्रीय कार्यालय, गुंटूर के नाम से देय रु 200/- (रुपए दो सौ मात्र) के डीमांड ड्राफ्ट द्वारा जमा कर प्राप्त किया जा सकता है . यह राशि नान-रिफंडेबल है . निविदा फार्म को हमारे वेबसाइट [www.epfindia.gov.in-Miscellaneous-Tenders & Auctions](http://www.epfindia.gov.in-Miscellaneous-Tenders & Auctions) से भी डाउनलोड किया जा सकता है . यदि वेंडर वेबसाइट से निविदा फार्म डाउनलोड करता है तो उसे निविदा फार्म क साथ रु 200/- का डीमांड ड्राफ्ट भी प्रस्तुत करना होगा अन्यथा उनका निविदा नामंजूर किया जाएगा .

5). कर्मचारी भविष्य निधि संगठन को किसी भी कोटेशन को बिना कोई कारण बताए अस्वीकार / नामंजूर करने का अधिकार है .

प्र प्रभुदत्त पाण्डे  
21/5/18

( प्रभुदत्त पाण्डे )

सहायक भ नि आयुक्त (सी टी),

क्षेत्रीय कार्यालय, गुंटूर

दूरभाष/Telephone: 0863-2344100

फैक्स/Fax: 0863-2255164

E-Mail: ro.guntur @epfindia.gov.in



कर्मचारी भविष्य निधि संगठन  
**EMPLOYEES' PROVIDENT FUND ORGANISATION**  
(Ministry of Labour & Employment, Govt. of India)



क्षेत्रीय कार्यालय : गुंटूर-522 006 आन्ध्र प्रदेश

**REGIONAL OFFICE : 3RD LANE, KRISHNA NAGAR, GUNTUR-522 006. ANDHRA PRADESH**

No. AP/RO/GNT/Admn-I (CT)/AMC for Computer & Peripherals/2018/

Date: 02.05.2018

**TENDER NOTICE**


The Regional Office, EPFO, Guntur is a Statutory Body working under Ministry of Labour & Employment, Government of India invites sealed quotations under two-bid system from reputed and experienced agencies for comprehensive **Annual Maintenance Contract for computers, Thinclients, Printers, Scanners and LAPTOP** as mentioned in Annexure-A at the above address.

2. The interested agencies/firms are requested to submit the Technical and Financial bids separately duly signed. The bids in Sealed Cover-I containing "**Technical Bid (Annexure-I)**" and Sealed Cover-II containing "**Financial Bid (Annexure-II)**" should be placed in a third sealed cover which should be addressed to The Regional P.F. Commissioner-I, Regional Office, Guntur super scribing on the envelope "Tender for Annual Maintenance Contract (AMC) for Computers, Printers, Scanners and Laptop" and should reach EPFO, RO, Guntur on or before **03.00 p.m., 25.05.2018**. The bids will be opened **on 25.05.2018 at 04.00 p.m.**, in the Office of the Regional Provident Fund Commissioner-I, Regional Office, Guntur.

3. An amount of Rs. 10,000/- (Rupees Ten Thousand Only) is to be deposited as Earnest Money in the shape of Cheque/Demand draft, in favour of the Regional P.F. Commissioner-I, Regional Office, Guntur.

4 The tender form may be purchased from EPFO, Regional Office, Guntur on any working day from 10.00 a.m. to 04.00 p.m. between 04.05.2018 to 24.05.2018 by paying a sum of Rs. 200/- (Rupees Two hundred only) by Demand Draft in favour of Regional P.F. Commissioner-I, Regional Office, Guntur which is nonrefundable. The tender form can also be downloaded from ([www.epfindia.gov.in](http://www.epfindia.gov.in) - Miscellaneous - Tenders & Auctions). If the vender downloads the tender document from the website, they must submit a bank draft for Rs. 200/- alongwith the tender form, without which it will be rejected.

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

  
25/5/18

(PRABHU DUTTA PRUSTY)  
ASSISTANT P.F. COMMISSIONER/OIC  
REGIONAL OFFICE :: GUNTUR.

**TERMS & CONDITIONS of the MAINTENANCE CONTRACT OF THE  
COMPUTERS/PRINTERS EQUIPMENT & PERIPHERALS AT REGIONAL  
OFFICE, GUNTUR & DISTRICT OFFICE, ONGOLE AND VIJAYAWADA.**

- 1.1 The contractor shall truly & faithfully carry on the maintenance job as is done by the services/business houses in proper manner/standard fashion for preventive and comprehensive maintenance of the computer equipment of the Regional Office, Guntur, as mentioned in Annexure-II to the extent and its satisfaction initially for a period of one year as mentioned in the Contract Agreement.
- 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. Failure to do so shall attract penalty @ Rs.500/-(Rupees five Hundred) per Computer and Rs. 200/- per Printer per day and Rs. 100/- per day for other peripherals for the delayed period.
- 1.4 Contractor are 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 Section Supervisor, Caretaking Section, Regional Office, Guntur, Phone : (0863) 2344100.
- 1.7 The tender should be a complete document and should be bound as a volume; 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.
- 1.11 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 Registration certificate, VAT, EPF code no./ ESIC code no.(if applicable), Service Tax, 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 Heads, 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.
- 1.17 All equipment installed in the office and mentioned at Annexure-II can be inspected prior to award of the contract. 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 of Regional Office, Guntur 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 failing which an amount of Rs.500/-per day per computer and Rs.200/-per day per printer (all types) and Rs.100/-per day for other peripherals shall be charged as penalty for the delayed period.
- 1.20 The environment conditions in which the equipment is presently installed are quite 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 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 The contractor will ensure 99% uptime for the entire equipment failing which penalty as stated above shall be imposed.
- 1.23 Computer Power cables, printer port and power cable etc. (all types cables) are also covered under AMC.
- 1.24 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.
- 1.25 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.
- 1.26 In case Hard Disk, Logic Cards, SMPS, Mother Boards are not repairable, the same shall be replaced with OEM branded new parts/products of same or higher specification.
- 1.27 Replacement of all defective parts shall be made with branded parts of OEM make only.
- 1.28 In the event of non-satisfactory conduct of maintenance services, Regional Provident Fund Commissioner, Guntur shall have the right to terminate the maintenance contract on short notice.
- 1.29 The charges specified above are in respect of the machines/equipments as per Annexure-A of this document. Additional charges shall be made on features included subsequently, if any.

- 1.30 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, Guntur, to any other party.
- 1.31 No Interest shall be paid on the Performance Guarantee, deposited by the firm.
- 1.32 Telephone and internet facilities to the service provider shall not be provided by the Regional office, Guntur.
- 1.33 After expiry of the AMC period, the service provider shall hand over all the equipment in good working condition to Regional office, Dehradun, failing which, the equipment shall be treated as in-operational and a penalty as applicable in the case of effective machines shall be imposed and recovered from the performance guarantee or payment due to the service provider.
- 1.34 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.
- 1.35 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, Guntur decides to withdraw any equipments from contract during the AMC period, the same would be taken out of this contract written information to service provider.
- 1.36 Before submitting rates, the firms are advised to inspect the computer specification in the Regional Office, Guntur.
- 1.37 During the AMC period one experienced and qualified Engineer who can deal with handling of sophisticated PC equipment technically and manually is to be posted from 09:00 hrs. to 17:30 hrs. on all working days at EPFO, Regional Office, 3<sup>rd</sup> lane, Krishna Nagar, Guntur.

## **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, Guntur.
- 2.2 The department has the exclusive right to terminate the contract by giving short notice to the firm.

## **3. PENALTY**

- 3.1 Any Computer/Printer & peripheral down for more than 8 hours (working hours) and for which no replacement has been provided within the prescribed time period, a penalty at the rate of Rs. 500/-per day per computer and Rs. 200/-per day per printer shall be imposed. For other peripherals such as Modem, Mouse, Key Board, Web Camera etc. penalty @ Rs. 100/- per day shall be charged.
- 3.2 In case of non-performance of quarterly preventive maintenance, a penalty of Rs.100/- each for per Computer and per Printer shall be charged for the delayed period.

## **4. PERFORMANCE GUARANTEE**

- 4.1 The firm awarded with the maintenance contract shall deposit a performance guarantee within 10 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, Guntur 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 quarterly instalments and paid on the completion of each quarter of AMC period after deducting penalties, if any.
- 5.2 Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC.
- 5.3 Taxes, if any, should be mentioned separately, failing which no taxes shall be paid by the Regional Office, Guntur.

## **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 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 the nominated/appointed by the Regional Provident Fund Commissioner-I, Guntur. The decision of Arbitrator shall be binding.
- 7.2 The venue for arbitration will be Guntur.
- 7.3 All firms are advised to submit the information in the proforma given at Annexure-II. Applications without Annexure-II may be rejected.
- 7.4 The Regional Provident Fund Commissioner-I, Guntur reserves the right to accept or reject any or all quotations without assigning any reason.

## **8 EMD AMOUNT**

- 8.1 The tenderer shall enclose the EMD amount in the form of Demand Draft for Rs.10000/- (Rupees ten thousand only) in favour of RPFC-I, Guntur with the Technical Bid.

SIGNATURE OF THE CONTRACTOR WITH SEAL

## **CHECKLIST**

The tender document should contain the following paper/documents alongwith the technical bid:-

1. Complete list of current clienteles for which the Agency/Bidder is handling Annual Maintenance Contract including details of the number of Server, PCs, Printers and peripherals and the Operating Systems under which they are running.
2. Earnest Money in the form of D/D for Rs 10000/- in favour of R.P.F.C-I,RO,Guntur.
3. Proof of Number of years of experience claimed by the Agency.
4. Audited B/sheets for last 3 years i.e. from 2015-16 to 2017-18.
5. Income Tax returns for last 3 years i.e. from 2015-16 to 2017-18.
6. The escalation chart for complaints registered with the Agency.
7. List of other Annual Maintenance Contract clients handled during the last 3 years.
8. Details of the Technical Manpower along with their technical qualifications and experience.
9. Details of facilities and premises with the agency along with the laboratory and testing facilities.
10. Documentary proof of turnover for last 3 years i.e. from 2015-16 to 2017-18.
11. Documentary proof of having AMC Experience of Rs.2 lakh and above in each case for last 3 years.
12. Performance Report issued by the client for last 3 years (i.e. year 2015-16, 2016-17 and 2017-18).

**TECHNICAL BID**

1.	Name of the Registered Firm/Company.	
2.	Address of the company. (with Tel No., Fax & E-mail).	
3.	Whether certificate of authorization enclosed.	
4.	Name & Address of the Partners/Directors (with Mobile No.)	
5.	Contact Person(s) (with mobile number)	
6.	*No. of years of experience inservicing of HP computers and peripherals.	
7.	*List of clients along with certificate of appreciation from at least two important clients.	
8.	PAN No.	
9.	Service Tax Registration No.	
10.	Details of EMD	

**DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory  
with seal)

- Details in respect of government and non-government organizations may be provided in separate annexure accompanying this qualifying bid.

**FINANCIAL BID****Name of the Firm/Company :****Work:** - Comprehensive AMC for Desktop Computers, Thinclients, Printers, Scanners and LAPTOP.

Sl. No	Item Description	Total Nos.	Rate per item(₹)	CGST (₹)	SGST (₹)	Any other charges (₹)	Total Amount(₹)
1.	HP Desktop Computers.	21					
	HCL Desktop Computers.						
	ACER Desktop Computers.	13					
2.	HP Thinclients.	59					
	HCL Thinclients.	18					
3.	HP 1606DN Printers.	7					
	HP 1020 Printers.	7					
	HP MFP226DN Printers.	3					
	HP MFP 132 Printers.	5					
	HP 1007 Printers.	2					
	HP 126 P Printers.	2					
4.	HP FAX Scanner	1					
5.	Laptop (HP 2007)	1					

(Signature of Authorized Signatory  
with Seal)

**FINANCIAL INFORMATION**

Financial Analysis Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached) and Company Balance Sheet duly audited.

- I. i) Gross Annual Turnover on related work.  
ii) Profit/Loss.
- II. Financial arrangement for carrying out the propose work.
- III The following certificates are enclosed:
- a) Current Income Tax Clearance Certificate.
- b) Solvency Certificate from Bankers of Applicant.

<b>Year</b>	<b>Item-I</b>	<b>Item-II</b>	<b>Item-III</b>
2015-16			
2016-17			
2017-18			

Signature of Applicant(s)

Signature of Chartered Accountant with Seal.

**WORKS DETAILS**

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST THREE YEARS ENDING LAST DAY OF THE MONTH MARCH 2018 (AT LEAST TWO OF THEM GOVERNMENT DEPARTMENTS/PSUS /AUTONOMOUS BODIES)

(Separate proforma to be filled for each work)

Sl. No	Name of work/ project and Location.	Owner of sponsoring organization	Cost of AMC in Lakhs.	Date of Commencement	Period of completion AMC	Actual date of termination of AMC.	Litigation/ Arbitration pending/ in progress with Details*.	Name and address /telephone number of officer to whom reference may be made.	Verified by /TDS Details.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

\*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Applicant(s)

## PERFORMANCE REPORT

WORKS REFERRED TO IN FORM "B"

(Separate to be filled for each work)

1. Name of work/Project & Location:

2. Agreement No. :

3. Estimated Cost :

4. Tendered Cost :

5. Date of Start :

6. Date of Completion

i) Stipulated date of completion :

ii) Actual date of completion :

7. Amount of compensation levied  
for delayed completion, if any :

8. Amount of reduced rate items,  
if any :

9. Performance Report

1) Quality of work : Very Good/ Good/Fair/Poor

2) Financial Soundness : Very Good/ Good/Fair/Poor

3) Technical Proficiency : Very Good/ Good/Fair/Poor

4) Resourcefulness : Very Good/ Good/Fair/Poor

5) General behaviour : Very Good/ Good/Fair/Poor

Dated:

Signature of Officer of the Department  
where the work has been undertaken

## UNDERTAKING

To

The Regional Provident Fund Commissioner-I,  
Regional Office, EPFO,  
Krishna Nagar, 3<sup>rd</sup> lane,  
GUNTUR – 522 006.

Sir,

1. I/We, the undersigned, certify that I/We have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. The rates quoted are binding on us.
2. I/We, the undersigned hereby bind myself/ourselves to Regional Office, Guntur to carry out the contract as mentioned in the Annexure-A with Regional Office, Guntur during the period under contracts at the rates quoted by me/us.
3. I/We shall forfeit to the Regional Office, Dehradun the Earnest Money/Security Money deposited by me/us, if any delay occurs on my/our part or fail to carry out the contract at the appointed place and time or if there are unsatisfactory services.
4. I shall execute an agreement on stamp paper worth Rs.100/-along with security amount if any tender is accepted, within 15 days of the acceptance of work order.
5. I declare that no legal/financial irregularities are pending against the Proprietor/partner of the tendering firm.
6. I/We hereby undertake to carry out the Contract during validity of the said contract given in the stipulated period positively.
7. I further undertake to bear the full amount of any loss and expenses incurred by the Regional Office, Dehradun on account of failure to execute the tender within specified period of time.

Place \_\_\_\_\_

Date \_\_\_\_\_

Sign. \_\_\_\_\_

Name \_\_\_\_\_

Seal of the Tenderers \_\_\_\_\_

## LETTER OF TRANSMITTAL

From:

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Regional P.F. Commissioner-I  
Employees' Provident Fund Organisation,  
Regional Office,  
3<sup>rd</sup> lane, Krishna Nagar,  
GUNTUR – 522 006.

Sir,

Sub: Submission of Technical Bid and Financial Bid for the work of EPFO  
\_\_\_\_\_.

\*\*\*\*\*

Having examined the details given in EPFO Website, Advertisement in newspapers and Technical bid document & financial bid document for the above work, I/We hereby submit the Technical bid document and other relevant information.

- 1) I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 2) I/We have furnished all information and details necessary for Technical Bid evaluation and have no further pertinent information to supply.
- 3) I/We submit the requisite certified solvency certificate and authorize the Regional P.F. Commissioner-I, Regional Office, Guntur or his authorized representatives to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Regional P.F. Commissioner-I, Regional Office, Guntur or his authorized representative to approach individuals, employers, firm and corporation to verify our competence and general reputation.
- 4) I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works.

Name of work :

Certificate from

Enclosures:

Seal of Applicant

Signature of Applicant(s)

Date of submission

Signature of tenderer with seal.

### **ANNUAL MAINTENANCE CONTRACT AGREEMENT**

This AGREEMENT is made on this day of \_\_\_\_\_ 2018 (Two Thousand Eighteen for the period from \_\_\_\_\_ to \_\_\_\_\_ BETWEEN the Regional Office, Guntur, represented by Regional Provident Fund Commissioner, Guntur (hereinafter called "the RPFC-I, Guntur" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the one part AND M/s. \_\_\_\_\_, acting through its authorized representative Sh. \_\_\_\_\_, which expression shall unless excluded by or repugnant to the context shall includes its representative, administrators executors and assign on the other part.

Whereas the Regional Office, Guntur has the Computer Equipment & and its peripherals shown in this Agreement hereof and is now desirous of availing the comprehensive maintenance services for the Computer Equipment & its peripherals installed at Regional Office, Guntur.

And whereas M/s. \_\_\_\_\_, has agreed to perform the said maintenance services of the equipment as mentioned in this agreement and limited to the equipment covered by this agreement.

Now, therefore, it is hereby mutually agreed by both the parties to the above noted Agreement as under: That:

**1. TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT OF THE COMPUTER EQUIPMENT & PERIPHERALS AT REGIONAL OFFICE, GUNTUR.**

- 1.1 The M/s. \_\_\_\_\_ shall truly & faithfully carry on the maintenance job as is done by the services/ business houses in proper manner/standard fashion for preventive and comprehensive maintenance of the computer equipment of Regional Office, Dehradun, as mentioned in Annexure-A to the extent and its satisfaction initially for a period of one year as mentioned in the Contract Agreement.
- 1.2 AMC shall cover comprehensive maintenance, which includes preventive as well as corrective maintenance.
- 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. Failure to do so shall attract penalty @ Rs.500/-per day per computer/thinclients, Rs.200/-per day per printer (all types) and Rs.100/- per day for other peripherals shall be charged as penalty for the delayed period.
- 1.4 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.
- 1.5 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 Regional Office, Guntur.
- 1.6 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 Heads, Printer catridges and Printer ribbons. The replacement of all defective parts with good quality and 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.
- 1.7 All equipment installed in the Regional Office, Guntur and mentioned at Annexure-A are under AMC with the existing service provider and can be inspected prior to award of the contract. 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.
- 1.8 Fault intimated and/or noticed after award of the contract shall be rectified by the new firm entrusted with the award of the contract at no extra cost.

- 1.9 The comprehensive maintenance shall be carried out primarily at the premises of Regional Office, Guntur 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 failing which an amount of Rs.500/-per day per computer and Rs.200/-per day per printer (all types) and Rs.100/- per day for other peripherals shall be charged as penalty.
- 1.10 The environment conditions in which the equipment is presently installed are quite satisfactory and the service provider shall not raise any condition with regard to the working environments for the equipment covered under AMC.
- 1.11 The calls are 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.
- 1.12 M/s. \_\_\_\_\_ will ensure 99% uptime for the entire equipment failing which penalty as stated above shall be imposed.
- 1.13 Computer Power cables, printer port and power cable etc. are also covered under AMC.
- 1.14 M/s. \_\_\_\_\_ shall also be responsible for and 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.
- 1.15 The Regional Office, Guntur shall not be responsible for any use of unlicensed antivirus software, if any, used by the service provider. The responsibility shall vest with the service provider for using unlicensed software.
- 1.16 In case Hard Disk, Logic Cards, SMPS, Mother Boards are not repairable, the same shall be replaced with OEM branded new parts/products of same or higher specification.
- 1.17 Replacement of all defective parts shall be made with branded parts of origin Equipment Manufacturer make only without any charges/cost by the contractor itself.
- 1.18 In the event of non-satisfactory conduct of maintenance services, Regional Office, Guntur shall have the right to terminate the maintenance contract on short notice.
- 1.19 The charges specified above are in respect of the machines/equipments as per Annexure-A of this document. Additional charges shall be made on features included subsequently, if any.
- 1.20 The selected vendor shall not assign this agreement or any part thereof, or any benefit there under without the consent of The Regional Office, Guntur to any other party.

- 1.21 No Interest shall be paid on the Performance Guarantee, deposited by the firm.
- 1.22 Telephone and internet facilities to the service provider shall not be provided by the Regional Office, Guntur.
- 1.23 After expiry of the AMC period, the service provider shall hand over all the equipment in good working condition to Regional Office, Guntur, 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.
- 1.24 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 Regional Office, Guntur in case of short circuit or otherwise. Regional Office, Guntur shall be liable for any mishandling of the equipment.
- 1.25 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, Dehradun decides to withdraw any equipment's from contract during the AMC period, the same would be taken out of this contract written information to service provider.
- 1.26 During the AMC period one experienced and qualified Engineer who can deal with handling of sophisticated PC equipment technically and manually is to be posted from 09:00 hrs. to 17:30 hrs. on all working days at EPFO, Regional Office, 3<sup>rd</sup> lane, Krishna Nagar, Guntur.

## **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, Guntur.
- 2.2 The Regional Office, Guntur has the exclusive right to terminate the contract by giving short notice to the firm.

## **3. PENALTY**

- 3.1 Any Computer/Printer & peripheral down for more than 8 hours (working hours) and for which no replacement has been provided within the prescribed time period, a penalty at the rate of Rs.500/-per day per computer/thinclients, Rs.200/-per day per printer (all types) and Rs.100/- per day for other peripherals shall be charged as penalty. For other peripherals such as Modem, Mouse, Key Board, Web Camera etc. penalty @ Rs. 100/- per day shall be charged.
- 3.2 In case of non-performance of quarterly preventive maintenance, a penalty of Rs.100/- each for per Computer and per Printer shall be charged for the delayed period.

#### **4. PERFORMANCE GUARANTEE:**

- 4.1 The firm awarded with the maintenance contract shall deposit a performance guarantee within 10 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 the Regional Provident Fund Commissioner, Guntur 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 quarterly instalments and paid on the completion of each quarter of AMC period after deducting penalties, if any.
- 5.2 Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC.

#### **6. FORCE MAJEURE :**

- 6.1 THE OFFICE OF THE REGIONAL PROVIDENT FUND COMMISSIONER, GUNTUR or M/s. \_\_\_\_\_, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-out, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state insurrection shall give notice to other party within 15 days of the occurrence of such incidence that on account of the above event the notifying party has delayed the performance of its work as it was beyond its reasonable control and it was not due to negligence or default on its part.
- 6.2 M/s. \_\_\_\_\_, giving notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or concerned agency. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinafter.

#### **7. 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.

## 8. ARBITRATION :

8.1 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 for arbitration to the nominee of the Regional Office, Guntur. The decision of Arbitration to the Agreement in this regard shall be final and binding upon both the parties.

8.2 All litigation relating to this contract shall have the jurisdiction of Guntur Court.

8.3 The parties shall continue to perform their obligations under this agreement during arbitration proceedings.

## 9. THE AGREEMENT:

9.1 This contract document hereto signed by both the parties shall constitute the entire binding agreement between M/s. \_\_\_\_\_ and the Regional Office, Guntur.

9.2 This agreement has been executed in the English language in two original and each party has retained one original. In witness thereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

( FIRST PARTY )  
For and on behalf of Regional Office,  
Guntur

(Name)  
(Rubber Seal)

( SECOND PARTY )  
For and on behalf of  
M/s \_\_\_\_\_

(Name)  
(Rubber Seal)

In the presence of following  
witness:

1 Name :  
Address :

2 Name :  
Address :

In the presence of following  
witness :-

1 Name :  
Address :

2 Name :  
Address :