कर्मचारी भविष्य निधि संगठन
EMPLOYEES’ PROVIDENT FUND ORGANISATION
(Min. of Labour & Employment, Govt. of India)
कर्मचारी कार्यालय, तहसील/Regional Office, Lucknow
भविष्य निधि भवन, विभूति खंड, गोमती नगर, लखनऊ - 226010
Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow - 226010

No. EPFO/RO/LUCKNOW/Adm/ 116485 Date: 25.08.2020

निविदा आमंत्रण सुचना

कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, लखनऊ में सेवाएं प्रदान करने के लिए अनुमति और स्वास्थ्य
निविदाकर्ता/बोलीदारों/विद्यालयों से एक्सिटपा, पर्सनल कम्प्यूटर, दिन क्लाइंट, ग्राम एवं अन्य पेशेवरों के वार्षिक
रखस्थापन अनुसूची के लिए ई-प्रॉक्युरेंट पोर्टल पर आनलाइन ई-निविदा को दो कार्य प्रानालैं के तहत आमंत्रित करता है।

हस्ताक्षर: निविदाएं स्वीकार नहीं की जाएंगी। यह अवधि विभाग द्वारा आयोजित गारंटी प्रणाली या गारंटी जाय जा सकता है।

<table>
<thead>
<tr>
<th>नं.</th>
<th>सेवा का नाम</th>
<th>स्थान</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>एक्सिटपा, पर्सनल कम्प्यूटर, दिन क्लाइंट, ग्राम एवं अन्य पेशेवरों के वार्षिक रखस्थापन अनुसूची के लिए</td>
<td>कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, विभूति खंड, गोमती नगर, लखनऊ - 226010</td>
</tr>
</tbody>
</table>

3. अनुपूर्णी:

<table>
<thead>
<tr>
<th>प्रकाशन की तिथि</th>
<th>इमारका दर्जान कोड / विकारी प्रारंभ तिथि</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.08.2020 at 06:00PM</td>
<td>निविदा दर्जान कोड बांग्लारुड़/विकारी प्रारंभ तिथि</td>
</tr>
<tr>
<td>28.08.2020 at 06:00PM</td>
<td>स्पेशलिकाशन की प्रारंभ तिथि</td>
</tr>
<tr>
<td>14.09.2020 at 02:00 PM</td>
<td>स्पेशलिकाशन की अंतिम तिथि</td>
</tr>
<tr>
<td>28.08.2020 at 06:00PM</td>
<td>निविदा जमा करने की प्रारंभिक तिथि</td>
</tr>
<tr>
<td>14.09.2020 at 02:00 PM</td>
<td>निविदा दर्जान कोड बांग्लारुड़/विकारी की अंतिम तिथि</td>
</tr>
<tr>
<td>14.09.2020 at 02:00 PM</td>
<td>निविदा जमा करने की अंतिम तिथि</td>
</tr>
<tr>
<td>14.09.2020 at 02:00 PM</td>
<td>फाइनलिनिक्ट निविदा खोलने की तिथि</td>
</tr>
<tr>
<td>14.09.2020 at 04:00 PM</td>
<td>टेक्निकल निविदा खोलने की तिथि</td>
</tr>
<tr>
<td>15.09.2020 at 04:00 PM</td>
<td>फाइनलिनिक्ट निविदा खोलने की तिथि</td>
</tr>
</tbody>
</table>

4. इसके एवं पाया कंपनी/पर्कर्औ/अन्य तेलर डोल्स के बानान (एमएम) राशि के साथ दिनक 10.09.2020 को सार्वजनिक रूप से अनुमति दिन धर्म एवं पर्सनल कम्प्यूटर सहित कूल रूप से विकल्प हैं टेलर CPPPP वेबसाइट https://eprocure.gov.in/eprocure/app पर आनलाइन अपलोड करें। यह एमएम की कैंडिडेट का आनलाइन अपलोड करने तथा मूल प्रति प्रदेश सिफारिश में जिस पर EMD for “Comprehensive Annual Maintenance Contract of Computer &
5. यह कार्यालय निविदा में संशोधन करने / निविदा दस्तावेज के किसी भी नियमों या शर्तों को वापस लेने या कोई भी नोटिस देकर या बिना कोई कारण बताये किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है। इस संबंध में क्षेत्रीय भविष्य निधि आयुक्त/प्रमाणी क्षेत्रीय कार्यालय, लखनऊ को निर्णय अतिम और सभी पर बाध्यकारी होगा।

(पंकज यादव)
क्षेत्रीय भविष्य निधि आयुक्त—II
Notice Inviting Tenders

1. E- Tenders are invited under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Agency for Annual Maintenance Contract for Desktop PCs, Laptop, Printers, Thin Clients, UPS, Switches and other peripherals for Employees Provident Fund Organization, Regional Office, Lucknow for a period of one year from the date of contract. The period may be further extended or reduced by the department.

<table>
<thead>
<tr>
<th>Sl no.</th>
<th>Name of service</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For Annual Maintenance Contract for Desktop, PCs, Laptop, Printer, Thin Clients, UPS, Switches and other peripherals</td>
<td>Employees Provident Fund Organisation, Regional Office, Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow - 226010</td>
</tr>
</tbody>
</table>

2. The general terms and conditions, buyers specific additional terms and conditions, pre-qualification criteria are as per Central Public Procurement Portal (e procurement) and can be downloaded from https://eprocure.gov.in/eprocure/app or EPFO website www.epfindia.gov.in. The interest parties / vendors after going through this tender document shall participate in online tender on Central Public Procurement Portal site https://eprocure.gov.in/eprocure/app through online mode only. Tender documents submitted through any other mode will be out-rightly rejected.

3. Schedule:
   (i) Date of publishing of tender : 28.08.2020 at 06:00PM
   (ii) Bid documents download/sale start date : 28.08.2020 at 06:00PM
   (iii) Clarification start date : 28.08.2020 at 06:00PM
   (iv) Clarification end date : 14.09.2020 at 02:00 PM
   (v) Bid submission start date : 28.08.2020 at 06:00PM
   (vi) Bid documents download / sale end date : 14.09.2020 at 02:00 PM
   (vii) Bid submission end date : 14.09.2020 at 02:00 PM
   (viii) Technical Bid opening date : 14.09.2020 at 04:00 PM
   (ix) Financial Bid opening date : 15.09.2020 at 04:00 PM

4. The interest and eligible company / firm/ agency may upload online their tender document on Central Public Procurement Portal completed in all respect alongwith other requisite documents on or before 02:00 PM 10.09.2020. Scanned copy of the EMD should be uploaded and the physical original of Demand Draft must be sent to EPFO, Regional Office, Lucknow, Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow -226010 in separate sealed super – scribed as “EMD for “Comprehensive Annual Maintenance Contract of ‘Computer & Peripherals” installed at EPFO, Regional Office, Lucknow. The tender uploaded online without requisite earnest money deposit before bid closure date shall not be entertained under any circumstances whatsoever.

5. This office reserves the right to amend / withdraw any of the terms and conditions in the tender document as well as Central Public Procurement Portal (e procurement) or to reject any or all tenders without giving any notice or assigning any reason. The decision of Regional P F Commissioner /OIC, RO Lucknow in this regard shall be final and binding on all.

Pankaj Yadav
(Regional P F Commissioner – II)
Regional Office, Lucknow
Tender for comprehensive AMC of Computers, Desktop, Laptop, Printers, UPS and Switches installed at EPFO, Regional Office, Lucknow.

Regional P F Commissioner-II,

Tel: 0522 – 2304984

Fax: 0522 – 2304944

E mail: ro.lucknow@epfindia.gov.in
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 Regional Office, Lucknow to the specifications detailed in Annexure B of the Tender Document.

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. The Agency shall be based at Lucknow Agency shall hold the valid PAN/GST/TIN/Central Sales Tax/Excise Registration No. or any other statutory requirement. Attested copy of the same as documentary evidence shall be provided. All bids must accompanied by a bid-cum-performance security of Rs. 10,000/- (Rupees Ten Thousand only) per application in form of Demand Draft of Scheduled Bank drawn in favour of “The Regional PF Commissioner, Lucknow”, shall accompany with technical bid. Technical bids without Earnest Money Deposit shall be rejected. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished in Annexure found to be incorrect or false during the tender selection process. Scanned copy of the EMD should be uploaded and the physical original of Demand Draft must be sent to EPFO, Regional Office, Lucknow, Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow -226010 in separate sealed super – scribed as “EMD for “Comprehensive Annual Maintenance Contract of ‘Computer & Peripherals’ installed at EPFO, Regional Office, Lucknow. The EMD of unsuccessful bidders shall be returned back on finalization of the tender. No interest is payable on EMD.

4. This tender document is not transferable.

5. Schedule for invitation to Tender:
(a) Name of the purchaser : Regional Provident Fund Commissioner - II
(b) Location where Annual Maintenance is to be carried out: EPFO, Regional Office, Lucknow situated at Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow
(c) Last time and date of submission of Tender : on or before 2:00 p.m. on 10.09.2020
(d) Place, Time and Date of opening of Technical Bid : ................. Regional Provident Fund Commissioner, Employees’ provident Fund Organisation, Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow
(e) Place, Time and Date of opening of Financial Bid : ................. Regional Provident Fund Commissioner, Employees’ provident Fund Organisation, Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow
(f) Date till which the Tender is valid: 90 Days from the date of opening of the technical bid.

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. 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 (inventory, number of engineers (with name and qualifications), details of lab/workshop, list of 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, Lucknow. (Bid-cum-performance security)
   (f) Bid particular (Annexure E).

2. In Commercial bid Tenderer will submit the following information.
   (a) Details of cost of services offered (annexure C)
   (b) Other charges, if any.
   Bid particular (Annexure D)

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

8. Tenderer Qualification
   (a) The “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 must sign as:
       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, if it 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 7 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 but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.
   (c) The successful Tenderer’s bid-cum-performance security will be discharged at the time of the final 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 it's tender.
PRINCIPAL'S AUTHORISATION FORM

To,
The Regional Provident Fund Commissioner,
Employees’ Provident Fund Organization,
Bhavishya Nidhi Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow

Reference: - Tender No.______________ Dated______________

Sir,

We ________________ who are established and reputable service providers of __________________________ having branches at __________________________ do hereby authorize M/s __________________________ (Name and address of agents) to Bid, Negotiate and Conclude the Contract with you against Tender No.______________ Dated______________.

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,

(Name)
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 bind the principal.
# SCHEDULE OF REQUIREMENT

WORK: AMC on comprehensive basis of Computers. Desktop, Labtop, Printers & UPS installed at EPFO, Regional Office, Lucknow

Tender Notice No.

## (a) Specification for Personal Computer System

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Make and Model</th>
<th>Quantity</th>
<th>Specification with Operating System</th>
<th>Remark if any</th>
<th>Amount per unit</th>
<th>Total tendered value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Personal Computer LCD Monitor 101 Keys Keyboard</td>
<td>HCL</td>
<td>11</td>
<td>Processor Intel (R) Core Due CPU HDD 150 GB, RAM 2 GB</td>
<td>1. Replacement of all parts and components including but not limited to Hard Drive, Motherboards, Controllers, Logic Cards, Floppy and Tape Drivers, CD Drive, Monitor, Keyboard, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Personal Computer LCD Monitor 11 Keys Keyboard</td>
<td>HP</td>
<td>1</td>
<td>Processor Pentium (R) 4 CPU 3.19 GHz HDD 74.52 GB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Laptop</td>
<td>HP</td>
<td>1</td>
<td>Processor Intel (R) Premium (R) 1.73 GHz RAM 2 GB 512 MB unused HDD 55.80 GB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>HP Deskjet PC</td>
<td>HP</td>
<td>4</td>
<td>Intel core 15.3470 3rd generation Q77 chipset 2GB 1333 MHz DDR3 RAM 500GB SATA 7200 rpm HDD/DVDROM/10/100/1000 LAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Personal Computer</td>
<td>HP Elite Desk 8005FF</td>
<td>2</td>
<td>Inter core 17-7770 4th generation processor Q77 chipset/4GB DDR3 RAM/500 GB SATA 200 rpm HDD/DVD ROM/10/100/1000/ LAN/Window</td>
<td>2. OS Support including reloading configuration and tuning.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## (b) Thin Clients

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Make and Model</th>
<th>Quantity</th>
<th>Specification with Operating System</th>
<th>Remark if any</th>
<th>Amount per unit</th>
<th>Total tendered value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Thin clients and LCD Monitors and 101 Keys Keyboards</td>
<td>HP</td>
<td>44</td>
<td>Processor PS630 1000 Mhz 997 MHz, 960 MB of RAM</td>
<td>Replacement of all parts and components Keyboard and mouse etc</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## (c) Printers

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Make and Model</th>
<th>Quantity</th>
<th>Specification with Operating System</th>
<th>Remark if any</th>
<th>Amount per unit</th>
<th>Total tendered value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Laser Printer</td>
<td>HP LaserJet 1018 series</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Laser Printer</td>
<td>HP OfficeJet J 4580 Series</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Laser Printer</td>
<td>HP LJ P 3015 series</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Color Laser Printer</td>
<td>HP CP 1025 SERIES</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Laser Printer</td>
<td>Canon ICMF 4820 D Series</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Laser Printer</td>
<td>HP 1108 series</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Laser Printer</td>
<td>HP M 1005</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Laser Printer</td>
<td>Samsung Express M 2876 MD</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Total tendered value:

- The approximately quantity represents the System/Machines as on date of publication of tender.

2. We confirm that we will abide by all the tender conditions and we do not have any counter conditions.

3. We also confirm that above quoted price will remain firm and binding without any escalation whatsoever, during the currency of the contract period, except for the service tax.

Name

(SEAL)

(Signature of Proprietor / Partner / Chief Executive)

Date:

Place:

Note: Applicable GST will be paid as per the Extant Government Guidelines.
# DETAILS OF THE COST OF GOODS/SERVICES OFFERED

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description Of the Item</th>
<th>Quantity / Capacity</th>
<th>Basic Price</th>
<th>Duties &amp; Levies</th>
<th>Discount if any</th>
<th>Total Unit Cost</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT IN INDIAN RUPEES (IN FIGURES) __________________________

(IN WORDS) __________________________________________________________

Witness:

Signature: ____________________________

Name: ________________________________

Date: ________________________________

Tenderer:

Signature: ____________________________

Name: ________________________________

Date: ________________________________
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. Availability of spare parts (for hardware components):

8. Bidder's proposal Number and Date:

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

Telex ______________
Telephone ______________
Fax ______________

Witness: 
Signature ____________________________
Name ________________________________
Address ______________________________
Date _________________________________

Tenderer: 
Signature ____________________________
Name ________________________________
Designation __________________________
Company ______________________________
Date _________________________________
Company Seal _________________________
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. Availability of spare parts (for hardware components):
8. Bidder's proposal Number and Date:
9. Name and address of the officer to whom all references shall be made regarding this tender.
10. GST Registration No. (Attach copy)
11. Income Tax PAN No. (Attach copy)

Telex _______________
Telephone _______________
Fax _______________

Witness: 

Tenderer: 

Signature __________________________ Signature __________________________

Name __________________________ Name __________________________

Address __________________________ Designation __________________________

Company __________________________

Date __________________________ Date __________________________

Company Seal
A. SCOPE OF SERVICE

1. Scheduled preventive maintenance at least once in three months.
2. Unscheduled on call, corrective and remedial maintenance services to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replace will either be new part or equivalent in performance to new parts.
3. When a defective item or component is to be replaced or repaired shall be at the sole discretion of vendor. In case of replacement of a part, the defective part removed from the Printer will become the property of Regional Provident Fund Commissioner, EPFO.
4. Operating System Support: This contract is comprehensive and includes the Operating System Support on all the systems covered under this contract. Any problem associated with the Operating System or Network configuration will be attended by Vendor. All required CD Medias & License will be provided by customer.
5. Device Drivers under all Operating Systems are part of the hardware. Any problem related to Device Drivers will be attended by vendor.

B. TERMS

This Contract will be for 12 months and covers normal use of machines under recommended environmental conditions. The Contract can be renewed on yearly basis at the same rate and Terms and Conditions for a further period of one year. Renewal should be proposed by either of the interested parties at least one month in advance. Either party can terminate the Contract at any time by one month’s prior notice in writing.

The contract will be “full and Comprehensive repair / Maintenance Service” in nature and will cover repair / replacement of all defective / equipment’s of computers and peripherals such as Motherboards, SMPS, RAM, Adaptors, Hard Disks, DVD/CD drivers / writer, Monitors, Keyboards, Mouse, Printers, mechanical parts including consumable components like Printer Heads, VGA cables, Plastic parts such as covers, gears, Teflon, pressure rollers, sensors switches, sprockets, platen knob etc.; for Printers adaptors, imaging units, heating elements of inkjet & laser printers and excluding ribbons & cartridges and batteries of UPS, Laptop etc. If any part is required to be replaced the same will be replaced under the contract and no extra charge will be paid by EPFO for any spare parts. The Agency should have sufficient stock of spares for replacement.

For down time calculation, the day on which call is lodged will not be taken as part of downtime.

In case of intermittent failures and respective problems due to improper diagnosis or repair, the System will be treated as continuously down.

The commissioner will keep a record of machine failure (including the nature of failure), date and time of lodging the complaint, when the machine was made up and the total downtime.

The Commissioner will be responsible for operating the Computer Systems. During the period of Contract, use will be restricted to operational activities only and the Commissioner will not repair/maintain any equipment itself.

Any new hardware will be brought into maintenance through a written intimation.

To monitor the maintenance activity and to discuss other related matters, meeting between the Commissioner, Employees’ Provident Fund Organization, Vibhuti Khand, Gomti Nagar, Lucknow as and when necessary.

C. SERVICE ASSURANCES

The Services of maintenance under the contract shall ensure that the system and peripherals under the contract shall have an uptime of 98%

Maximum acceptable down time will be three days excluding holidays. The maximum delay in fault rectification averaged over three months for all systems should not exceed two working days.

Up-time efficiency will be computed as follows:

\[
\text{Up-time efficiency} = \frac{\text{Total time for which the equipment is available}}{100} 
\]

The following will not be included in the total time:

(a) Time lost due to Power or environmental failures
(b) Time taken to recover the computer equipment because of power or environmental failures.

D. PENALTY

Penalty for competing the calls after the time limit as indicated in service assurance will be Rs.2000/- (Rupees Two Thousand Only) per working days per Computer System. For other peripherals which are not critical to the Computer System the penalty shall be Rs.1000/- (Rupees One Thousand Only).

Wherever the Computer System/Server/Thin client/Printer/UPS/Switch/Scanner etc. cannot be repaired on site within the specified limits, the Vendor will have the option to provide an alternative equipment of
matching specification which will be replaced within the period of maximum 60 days with the equipment of same make/model. But in case of computer system the original CPU should be restored. Failing these replacement penalty clause will apply.

E. PAYMENT
The amount of Annual Maintenance Contract will be paid quarterly. i.e. 25% of the total amount of Annual Maintenance Contract after expiry of each quarter after submission of bills in triplicate by vendor to the Regional Provident Fund Commissioner, Employees’ Provident Fund Organisation, Regional Office, Vibhuti Khand, Gomti Nagar, Lucknow.

F. CALL REGISTRATION AND COMPLETION
All the maintenance calls will be registered with the vendor generally over telephone and vendor will acknowledge each call with a unique call number that is to be used for reference in future.

The Appointed representatives of Employees’ Provident Fund Organisation will certify completion of calls. Vendor will prepare the call sheet in duplicate. These will be signed by EPFO and vendor representative, Lucknow. One copy will be given to the Regional Provident Fund Commissioner, Employees’ Provident Fund Organisation, and the second copy will be retained by vendor. No other document will be used to workout down time for penalty calculations.

G. REVISION OF MAINTENANCE CHARGES
Changes of enhancements in system features may result in a revision of the specified maintenance charges and shall be covered by a separate agreement for the additional hardware.

H. CHANGE OF OWNERSHIP
The obligation of vendor under this Contract shall cease forthwith if Commissioner ceases to be the owner of the machine.

I. GENERAL PROVISIONS
This agreement shall supersede any and all previous communications both oral and written and the provisions herein contained shall not be omitted, added or amended in the manner except in writing and signed by both parties thereof.

J. CONTRACT AMENDMENTS
No variation in or modification of the Terms of the Contract shall be made except by written amendment signed by the parties.

K. ASSIGNMENT
The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract except with Commissioner’s prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of Contract.

L. SUBCONTRACTS
The Vendor shall notify the EPFO in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Vendor from any liability or obligation under the Contract.

M. DELAYS IN THE VENDOR’S PERFORMANCE
An un-excused delay by the Vendor in the performance of its delivery obligation shall render the Vendor liable to any or all of the following sanctions, forfeiture of its performance security, imposition of penalty, and/or termination of the Contract for default.

N. TERMINATION FOR DEFAULT
EPFO may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, terminate the contract in whole or in part.

(a) If the Vendor fails to deliver services specified in the Contract; OR

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

In the event EPFO terminates the Contract in whole or in part, pursuant to this Clause, EPFO may obtain services, upon such terms and in such manner as it deems appropriate, similar to those specified, and the Vendor shall be liable to EPFO for any excess costs for such similar services. However, the vendor shall continue performance of the Contract to the extent not terminated.

O. TERMINATION FOR INSOLVENCY
The EPFO may at any time terminate the Contract by giving written notice to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
P. TERMINATION FOR CONVENIENCE
Commissioner may be one month’s written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of it’s convenience. The notice of termination shall specify that termination is for EPFO’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

Q. FORCE MAJEURE
Notwithstanding the provisions of Clauses 19,20,21 the Vendor shall not be liable to forfeiture of it’s Performance Security, Penalty or termination for default, if and to the extent that, it’s delay in performance or other failure to perform it’s obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the vendor and not involving Vendor’s fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of EPFO either in it’s sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the vendor shall promptly notify EPFO in writing of such conditions and the case thereof, Unless otherwise directed by EPFO in writing, the Vendor shall continue to perform it’s obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

R. ARBITRATION
The EPFO and the Vendor shall make effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If after Thirty (30) days from the commencement of such informal negotiations, the EPFO and the Vendor have been unable to resolve amicably a Contract dispute, either party may require the dispute be referred for resolutions to the formal mechanism specified in Clauses 25.3,25.4 and 25.5.

Except otherwise specifically provided in the contract, all disputes concerning question of fact arising under the Contract shall be referred to the sole arbitrator appointed by the Central Provident Fund Commissioner on receipt of written appeal by the Vendor. The decision of the arbitrator appointed by the Central Provident Fund Commissioner shall be final and binding on both the parties to the contract.

The Indian Arbitration Act, 1940, the rules thereunder and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the Contract is issued.

S. GOVERNING LANGUAGE
The Contract shall be written in the language of the bid, as specified by the EPFO in the “Instructions to Bidders”. Subjects to Clause 27, that language version of the Contract shall governs it’s interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

T. APPLICABLE LAW
The Contract shall be interpreted in accordance with the Indian Laws.

U. NOTICES
Any notice be one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex/cable/fax and confirmed in writing to the address specified for that purpose in the Contract.

A notice shall be effective when delivered or on the notice’s effective date, whichever is earlier.

V. NO CLAIM CERTIFICATE
The Vendor shall not be entitled to make any claim whatsoever against the EPFO under or by virtue of or arising out of this Contract, nor shall the EPFO entertain or consider any such claim, if made by the Vendor after he shall have signed a “No Claim” Certificate in favor of the EPFO in such forms as shall be required by the EPFO after the works are finally accepted.