



कर्मचारी भविष्य निधि संगठन
EMPLOYEES PROVIDENT FUND ORGANISATION

श्रम-मंत्रालय, भारत-सरकार
(MINISTRY OF LABOUR, GOVT. OF INDIA)

क्षेत्रीय कार्यालय/REGIONAL OFFICE

चित्रकूट नगर, भुवाणा, उदयपुर (राज०) 313 004

CHITRAKOOT NAGAR, BHUWANA, UDAIPUR(RAJ) 313 004

Tel. 0294-2441527, 2813257, Fax-2442282, Email :FO.udaipur@epfindia.gov.in

कमांक: क्षेत्रा/उदय/प्रशा०/कम्प्यूटर एएमसी/

दिनांक:-

कम्प्यूटर सिस्टम एवं बाह्य-उपकरणों के वार्षिक रखरखाव अनुबंध (AMC) के लिए निविदा सूचना

कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, उदयपुर राजस्थान में कार्यरत कम्प्यूटर सिस्टम एवं बाह्य-उपकरण जिसमें यू.पी.एस., प्रिंटर इत्यादि शामिल हैं के वार्षिक रख रखाव अनुबंध (AMC) हेतु क्षेत्रीय भविष्य निधि आयुक्त-1, उदयपुर (राजस्थान) द्वारा प्रतिष्ठित संस्थाओं से मुहरबंद निविदाओं का आमंत्रण किया जा रहा है।

वार्षिक रख रखाव अनुबंध (AMC) दिनांक 13.07.2018 से प्रभावी होकर एक वर्ष तक की अवधि के लिए रहेगी। निविदा दस्तावेज हमारे वेबसाईट www.epfindia.com से "निविदा" लिंक से डाउनलोड किए जा सकते हैं। निविदा के उपर "कम्प्यूटर सिस्टम एवं बाह्य-उपकरणों के वार्षिक रखरखाव अनुबंध हेतु निविदा (कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, उदयपुर राजस्थान)" लिखा होना चाहिए एवं क्षेत्रीय भविष्य निधि आयुक्त-1, उदयपुर, (राजस्थान) को दिनांक 29.06.2018 को दोपहर 01:00 बजे तक अथवा पहले प्रेषित किया जाना चाहिए।

निविदा दस्तावेज में निहित मुख्य शर्तों के अलावा AMC हेतु निविदाओं के पात्रता के लिए नियम एवं शर्तें निम्नानुसार हैं:-

- 1 कंपनी में विद्यमान सेवारत अभियंताओं को पर्याप्त अनुभव के साथ विंडोज,यूनिक्स एवं लिनक्स ऑपरेटिव सिस्टम में कुशल होना चाहिए।
- 2 निविदा प्रक्रिया में प्रतिस्पर्धा कर रहे कंपनियों का उदयपुर में ही सेवा-केन्द्र होना चाहिए।
- 3 कंपनी के द्वारा लेजर प्रिंटर के व्यापक रखरखाव के बारे में अवश्य ही उद्धृत किया जाना चाहिए एवं जहाँ लागू हो, फ्यूसर एसेंबली एवं टेप्लोन एसेंबली को शामिल किया जाना चाहिए।
- 4 एस्कैलेशन अवश्य ही निरपवाद रूप से तीन स्तरों में की जानी चाहिए।
- 5 निविदाकर्ता की वित्तीय सुदृढता के आकलन करने हेतु बैलेस शीट के साथ पूर्ववर्ती तीन वर्षों की आयकर विवरणियों की प्रतियाँ अवश्य ही जमा की जानी चाहिए।
- 6 निविदाकर्ता को अग्रिम के रूप में ₹0 25000/- का राष्ट्रीयकृत बैंक द्वारा जारी डिमांड ड्राफ्ट क्षेत्रीय भविष्य निधि आयुक्त, उदयपुर के पक्ष में देय हो, निविदा के साथ सलंग्न करना होगा।

नियत तिथि के बाद प्राप्त निविदाओं पर विचार नहीं किया जाएगा। निविदाओं को दिनांक 29.06.2018 को दोपहर 03:00 बजे बोलीदाताओं की उपस्थिति में खोला जाएगा।

क्षेत्रीय भविष्य निधि आयुक्त-1
क्षेत्रीय कार्यालय उदयपुर

TENDER NOTICE

Sealed quotations are invited from reputed agencies in the prescribed tender form for Annual Maintenance Contract of Computer Peripherals at Regional Office, Udaipur of EPFO.

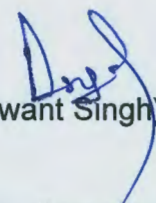
The tender form may be purchased from EPFO, Regional Office, Chittrakoot Nagar, Udaipur on any working day from 10.00 AM to 05.00 PM between 15.06.2018 to 28.06.2018 by paying a sum of Rs. 200/- (Rupees Two Hundred Only) (NON-Refundable) by Demand Draft drawn in favor of Regional P.F. Commissioner, Udaipur. 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 Rs. 200/- along with the tender form, without which it will be rejected.

The last date of dropping of tender in the drop box is 1.00 PM of 29.06.2018 and the tenders shall be opened on 29.06.2018 (Technical Bid at 3.00 PM, Financial Bid at 4.00 PM) where tenderers may be present. The tender may also be submitted by Post in sealed envelope super scribing "Tender for AMC of Computer System and Peripherals". The tender sent by post must reach this office on or before 1 PM of 29.06.2018.

Details term & Conditions shall be provided with tender form.

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

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


(Dhanwant Singh)

Regional P.F. Commissioner

Section – I

Invitation for Bids

1. The Invitation to tenders is for: Annual Maintenance Contract for the Computer System and Peripherals along with Operating Systems, Printers, UPS etc. in the EPFO, Regional Office, Udaipur 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 P.F. Commissioner, Employees' Provident Fund Organization, Regional Office, Chittrakoot Nagar, Udaipur not later than the date and time laid down, at this 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. 25000/-
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 Organization,
Bhavishya Nidhi Bhavan, Chittrakoot Nagar,
Udaipur, Rajasthan

B Addressee where Annual Maintenance is to be carried out:

EPFO, Regional Office Udaipur

C Addressee and address at which Tenders are to be submitted:

Regional Provident Fund Commissioner,
Employees' Provident Fund Organization,
Bhavishya Nidhi Bhavan, Chittrakoot Nagar,
Udaipur, Rajasthan

D Last date and time of receipt of Tender: on or before 1.00 PM on 29.06.2018

E Place, time and date of opening of Technical Tenders and Financial Tender: 29.06.2018 at 3.00 PM. And 4.00PM.

Regional Provident Fund Commissioner,
Employees' Provident Fund Organization,
Bhavishya Nidhi Bhavan, Chittrakoot Nagar,
Udaipur, Rajasthan

F 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 scribing 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 returns/Provident Fund Clearance certificate.

E A Draft amounting Rs. 25000/- in favor of Regional Provident Fund Commissioner, Udaipur (Bid-cum-performance security) Bid particular (Annexure E)

7. In Commercial bid Tender will submit the following information.

A Details of cost of services offered (Annexure C)

B Other charges, if any

C Bid particular (Annexure D)

Priced 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 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 periods 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 Tenderer's bid-cum-performance security will be discharged/returned as promptly as possible.

C The successful Tenderer 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.

11. 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. In accordance with the term and conditions of contract enclosed with the document.

Principal's Authorization Form

To,

The Regional Provident Fund Commissioner,
Employees' Provident Fund Organisation,
Regional Office, Bhavishya Nidhi Bhavan,
Chitrakoot Nagar, Udaipur, Rajasthan

Reference;

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 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 invitations for bid by the above.

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.

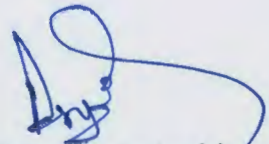
Annexure B

SCHEDULE OF REQUIREMENTS

Comprehensive and Full Annual Maintenance Contract of the services, Personal Computer System, Thin Clients, Dot Matrix Printer, Inkjet & Leserjet Printers and other Peripherals as mentioned below.

The Regional P.F. Commissioner-I
EPFO, Regional Office Udaipur,
Rajasthan 313004

Sl No.	Name of the Items	Model & Make	Qty	Amount (Incls of all Taxes) Rs.
1	Thin Clients (Includes Thin Clients, Monitors, Key Boards and Mouses)	HP & HCL	40	
2	Personal Computers	HP & Wipro With different Configurations	18	
3	Legeacy Server	HP	1	
4	Printers	Dot Matrix- Wipro-1050	1	
		HP Leserjet 2035, 1566	2	
		Ricoh	2	
		Canon LBP 2900	12	
		Canon	1	
		Canon LBP 6230DN	1	
5	UPS	2 KVA HCL	2	
		2 KVA Captron	2	
6	Photo Copy Machine	Canon iR2318L	1	
7	Managed Switch	CISCO	8	
8	LTS	9U	3	
		6U	1	
9	Fax Machine	HP	1	
10	Scanner	HP G4050	1	
		HP Scanejet 8270	1	
		HP LIDE 110	1	
		Canon E510	1	



(Dhanwant singh)
Regional P.F. Commissioner -I

DETAILS OF THE COST OF GOODS/SERVICES OFFERED

Item No	Description of the Item	Quantity/ Capacity	Basic Price	Duties & Levies	Discount if any	Total Unit Cost	Total Price
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

TOTAL AMOUNT IN INDIAN RUPEES (IN FIGURES) _____

(IN WORDS) _____

Signature of Witness:

Signature of
Tenderer

Dated:

Dated:

Place:

Place:

NOTE:-

1. Percentage of duties and levies should be clearly mentioned.
2. If any discrepancies in unit prices between the prices in figures and words, the prices quoted in words would be taken as authentic.

Commercial Bid

Annexure D

BID PARTICULARS FOR TENDER No. _____

Sl No.	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 EPF Office and number of persons employed there:	
8	Bidder's Proposal Number and Date	
9	Name and Address of the Officer to whom all references shall be made regarding this tender a)Email-id b)Telephone c)Fax	
10	EPF Code No. of the company	

Signature

Name

Designation

Address

Date

Signature

Name

Designation

Address

Date

Annexure E

Technical Bid

BID PARTICULARS FOR TENDER No. _____

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. a)email id. b)Telephone c)Fax	

Witness

Signature
Name
Designation
Address
Dated:-
Place:-

Signature
Name
Designation
Address
Dated:-
Place:-

Company Seal

Format for Self Deceleration

(Company Letterhead)

Date:

To,

The Regional P.F. Commissioner,
Employees' Provident Fund Organization,
Bhavishya Nidhi Bhavan, Chittrakoot Nagar,
Udaipur.

In response to your tender for----- for quoting against the tender as the Authorized 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 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,

Authorized Signatory-----

Name -----

Designation-----

Company Name -----

Annexure G

MAINTENANCE INFRASTRUCTURE FACILITIES

Details of Service Centre(s)

Name of city Where located	Address	Contect peson	Telephone No	Fax No	Remarks

Signature of Witness

Dated:-

Place:-

Signature of tenderer

Dated:-

Place:-

Terms & conditions of the maintenance contract of the computers/printers equipments & peripherals

1. The contractor shall truly & faithfully carry on the maintenance/repair job as is done by the services/business house in proper manner/standard fashion for preventive and comprehensive maintenance of the computer equipments 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.
2. AMC shall cover comprehensive maintenance, which includes preventive as well as corrective maintenance. Quality may vary.
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.
4. Contractor is advices 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.
5. Tender Form is not transferable. Tender Form referred as document and both mean one and the same thing.
6. For any clarification, you may contact **Regional Office, Chittrakoot nagar, Udaipur, Rajasthan.**
7. The tender should be a complete document. Every paper of the tender should be signed by the tenderer with seal of company.
8. The cover thus prepared should also indicate clearly the name and address of the tenderer.
9. Department shall not pay costs incurred towards preparation and submission of the bid or any other expenditure in this regard to the bidder.
10. The bid form should be clearly filled in ink legibly of 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.
11. The company shall not engage Sub-contractor or transfer the contract to any other person in any manner. The contractor shall not the permitted to transfer their rights and obligations under the contract to any other organizations or otherwise.
12. The Tender Form should be enclosed with self-attested copies of the relevant Registration certificate, GST, ELF code No./ESIC code No.(If applicable), PAN No. and copies of work/job orders/performance certificates etc.

13. In the event of any breach/violation of contravention of any terms & conditions contained herein by the contactor, the said security deposit shall be forfeited by the department.
14. The bids, which do not comply with the above conditions, will be summarily rejected. Bid received after the due date and specified time will also be summarily rejected.
15. That the stamp duty/other charges payable under the law, in respect of this Deed shall be borne by the contactor.
16. AMC shall cover 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 part of any other brand from any other sources are not accepted. (In case of replacement of part, the defective part removed from the system will become the property of the EPFO).

Thin Clients (including monitor, Mouse and Keyboard)

Full Comprehensive maintenance Support including all spares like RAM, Hard Disk, Mother Board, 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 Driver, Mother Board, SMPS, Mouse, Keyboard, Adapter Etc. and OS/Software Support.

Printer (Deskjet/Leserjet 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, Mother Board, Disk Driver Etc. and OS/Software Support.

Line Matrix printers (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 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.

17. All equipments installed in the office and mentioned of AMC can be inspected prior to the date of tender, preferably between ----- to ----- 11.00 AM to 5.00 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 entrusted with the award.
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.
19. The comprehensive maintenance shall be carry 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 loading of the complaint (excluding the day of the complaint and holiday, if any) failing which an amount of Rs. 200/- per day par computer (includes monitor, mouse, keyboard etc.) and Rs. 100/- per day for per thin client (includes monitors, mouse, keyboard etc.) printer (All types) and Rs. 50/- per day for other items shall be charged as penalty for the delayed period. The Equipments will have to be repaired in-house and no case will hard disk be taken out of the building.
20. The environment conditions on 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.
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.
22. Computer Power cables, Printer port and power cable etc. (All types' cables) are also covered under AMC.
23. In case Hard Disk, Logic Card, SMPS, Mother Boards ect. are not repairable, the same shall be replaced with OEM branded new parts/products of same or higher specification.
24. Replacement of all defective parts shall be made with branded parts of OEM make only.
25. In the event of non-satisfactory conduct of maintenance services, **Regional Provident Fund Commissioner, Regional Office, Udaipur** shall have the right to terminate the maintenance contract on short notice.
26. The charged specified above are in respect of the machines. Equipments as per the specification given on this document. Additional charges shall be made on features including subsequently, if any.
27. The selected vendor shall not assign this agreement or any part thereof, or any benefit there under without the consent or **Regional Provident Fund Commissioner, Regional Office Udaipur** to any other party.

28. No interest shall be paid on the Performance Guarantee, deposited by the firm.
29. Telephone and internet facilities to the service provider shall not be provided by the offices.
30. 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 machine shall be imposed and recovered from the performance guarantee or payment due to the service provider.
31. It is clarified that all the equipment are operational under controlled power supply and therefore, all defective equipment shall be rectified, replaced with out any additional cost to the department in case of short circuit or otherwise.
32. 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, Udaipur decided to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract written information to service provider.
33. Before submitting rates, the firm are advised to inspect the items in the office.

Contract Period

- 1 The validity of the contract shall be initially for one year from the date of award of the contract. This can be extend further, subject to satisfactory services of the service provider. However, final decision shall with the Regional P. F. Commissioner. Regional Office, Udaipur.
- 2 The department has the exclusive right to terminate the contract by giving short notice to the firm.

Payment Terms

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.

System availability

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

Arbitration

1 The vendor shall warrant that the repair and maintenance service/products offered do not violate or infringe upon any patent, copyright, trade secret pr 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.

2 The vendor shall further explicitly absolve EPFO of any responsibility, liability for use of system/software by the vendor of all cases of possible litigation. Claims directly or indirectly arising put of any breach/claimed breach of patent/license/trade secret of other entity of the item sources either from third parties of from themselves.

3 in the event of any question, disputes of 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 P.F. Commissioner, Regional Office, Udaipur. The decision of Arbitrator shall be binding.

4 The venue for arbitration will be , Udaipur.

5 All Firms are advised to submit the information in the Performa given at Annexure-A. Application without Annexure-A may be rejected.

6 the Regional P.F. Commissioner, Regional Office, Udaipur reserve the right to accept or reject any or all quotations without assigning any reason.