



**कर्मचारी भविष्य निधि संगठन**  
**Employees Provident Fund Organisation**

( श्रम एवं रोजगार मंत्रालय, भारत सरकार )

( Ministry of Labour & Employment, Govt. of India )

क्षेत्रीय कार्यालय, भंगागढ़, गुवाहाटी -5 (असम)

Regional Office, Bhangagarh, Guwahati-5 (Assam)

दूरभाष - 0361- 2529047 फ़ैक्स - 0361 -2529265, 2458473

ई मेल : ro.guwahati@epfindia.gov.in



क्रमांक : असम/क्षेका/ईडीपीसी/एएमसी/2001-02/खंड-I/ 30


दिनांक : 09/05/2018

**शुद्धि पत्र**

विषय : यूपीएस, डेस्कटॉप, थीन क्लैण्ट, नेटवर्किंग और स्विच की वार्षिक रखरखाव करार के संबंध में।

उपरोक्त विषय के संबंध में क्रम सं. 3474 में प्रकाशित निविदा के संबंध में सूचित किया जाता है कि निविदा जमा कराने की अंतिम तिथि को दिनांक 30.05.2018 को अप्राह्न 4.00 बजे तक बढ़ा दिया गया है और दिनांक 31.05.2018 को अप्राह्न 3.00 बजे 'बोली' खोली जाएगी और साथ ही 'निविदा आमंत्रण सूचना' में उल्लिखित शर्तों के अलावे निम्नलिखित नियम एवं शर्तों का पालन करना होगा :

1. बयाना राशि : एक ईएमडी(वापस करने योग्य) के लिए क्षेत्रीय भविष्य निधि आयुक्त के नाम से रु 3000.00 (तीन हजार रुपए)मात्र का एक डीडी बनवा कर जो गुवाहाटी में देय होगा, 'बोली' के साथ जमा करना होगा।
2. ईपीएफ और ईएसआईसी पंजीकरण की छाया प्रतिलिपि।
3. सफलतापूर्वक बोली लगाने वाले को कार्य करने के लिए ईपीएफओ के मानक समझौता प्रारूप पर हस्ताक्षर करना होगा।
4. अनुलग्नक-I के अनुसार जनशक्ति का ब्यौरा

  
( के हुंर्यों )

सहायक भ.नि. आयुक्त(प्रशा.)

क्षे. का. गुवाहाटी



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श्रम एवं रोजगार मंत्रालय, भारत सरकार, Ministry of Labour & Employment, Govt. of India

Office of the Regional Provident Fund Commissioner

क्षेत्रीय कार्यालय, पूर्वोत्तर क्षेत्र, जी.एस. रोड, Regional Office, N.E. Region, G.S. Road

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No. As/RO/EDPC/AMC/2001-02/Vol-III/ 30

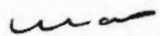
Date: 09/05/2018

### CORRIGENDUM

**Subject:** Annual Maintenance Contract for UPS, Desktops, Thin clients, Networking and Switches- regarding.

In reference to the subject cited above, it is informed that the last date of submission of tender published at Sl. No. 3474 has been extended upto 30/05/2018 till 04:00 ( P.M.) and the bids shall be opened on 31/05/2018 at 03:00 ( P.M.) and the following terms and conditions shall be adhered to in addition to those as mentioned in the Notice Inviting Quotation:

1. **Earnest Money:** An EMD (Refundable) of Rs. 3,000/- (Rs. Three Thousand only) should be submitted along with the bid in the form of DD drawn in the name of Regional Provident Fund Commissioner payable at Guwahati.
2. Xerox Copy of the EPF and ESIC registration
3. Successful bidder shall sign standard agreement format of EPFO for the work.
4. Details of manpower as per Annexure - I.

  
( K HUNGYO )

Asstt. P.F. Commissioner ( Adm )  
RO, Guwahati.

Copy forwarded to EDP cell for publication in EPFO website.



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**ANNEXURE – I**

**DETAILS OF MANPOWER**

NAME	QUALIFICATION	DESIGNATION	YEARS OF EXPERIENCE

**Signature with seal .....**

Name of Firm .....

Mob No. ....



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<Stamp paper of requisite amount>

**MAINTENANCE AGREEMENT FOR  
Computer peripherals (Including networking and switches)**

This agreement is made on \_\_\_\_\_ 2018 between the Central Board of Trustees, EPF acting through the **Regional P.F.Commissioner-I**, EPFO, Bhanagarh, Guwahati-781005 hereinafter referred to as “**Owner**”,

and

M/s \_\_\_\_\_, a registered company with registered office at \_\_\_\_\_, hereinafter referred to as “**Agency**”, and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

**1. SCOPE OF THE AGREEMENT**

- 1.1 The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of Computer peripherals (Including networking and switches) at Employees Provident Fund Organisation, Regional Office, Bhangagarh, Guwahati-781005.
- 1.2 All the terms and conditions as mentioned in this agreement, along with all the Annexures /Appendices as well as the documents submitted in response to the notice form part of this contract.
- 1.3 Maintenance services shall be provided at the above mentioned address.
- 1.4 The relationship between the owner and the agency shall be that of the ‘Principals’ and the ‘Maintenance service provider’ or ‘contractor’.

**2. DESCRIPTION OF THE WORK:**

- 2.1 Repair and maintenance services (Annual Maintenance Contract – AMC) of computers and hardware and related system software up gradation. The list of hardware and computer



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peripherals requiring AMC may be collected from the office. Items may be added or deleted during the course of AMC as and when required by EPFO, at its sole discretion

- 2.2 The AMC provider shall provide all assistance at the time of shifting, relocation, installation of the computer systems and its peripherals.
- 2.3 The parts/components/sub-assemblies used for repair/replacement by the agency will be of the same/equivalent or higher make and functional capability as originally available in the systems.
- 2.4 The AMC provider shall also carryout periodic preventive maintenance including cleaning of the computer peripherals in days and time convenient to the users.

**3. TERMS AND CONDITIONS:**

- 3.1 Tenders submitted after due date or after the stipulated time of the Due Date or incomplete in any respect are liable to be rejected.
- 3.2 All repair and maintenance services shall be performed by qualified maintenance engineers thoroughly familiar with the equipments.
- 3.3 The AMC provider should maintain sufficient spares for replacement.
- 3.4 The AMC provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 3.5 The bidder should make sure that the information/ data/ particulars furnished in their bids are factually correct. In the event of any information / data / particulars proving to be incorrect, EPFO will have the right to disqualify the bidder from the bid process and In the event of any details submitted turned out to be false during the currency of AMC, EPFO is at discretion to forfeit the EMD/ performance security and terminate the AMC.
- 3.6 The AMC provider shall maintain a written maintenance and repair log and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of work performed at THE SITE. The details of Preventive Maintenance conducted are also to be recorded and got countersigned by the caretaker section of office. Monthly report of complaints shall be submitted to the office.
- 3.7 The AMC provider shall not subcontract or permit anyone other than the personnel engaged by them to perform any of the work, services or other performance required to be performed under this Agreement without the prior written permission of EPFO.





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- 3.8 The AMC provider represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity.
- 3.9 The bids will be opened on 31<sup>st</sup> May 2018 at 3 PM in the office of the undersigned in the presence of authorized representative of firms.
- 3.10 Any tender received without EMD will be rejected.
- 3.11 The tender validity period shall be minimum 1 (One) month.
- 3.12 This office reserves all rights to accept or reject the tender in part or whole without assigning any reasons thereof.
- 3.13 AMC will be for a period of one year commencing from the date of the Agreement comes into force. This can be cancelled unilaterally by this office whenever the service is not found to be satisfactory or up to the mark. This office also reserve the right to transfer/reinstall any of the machines at our office premise at Guwahati and it will continue to be covered under AMC by the AMC provider.
- 3.14 The emergency calls should be attended on the same day of registration of the complaint without any delay. If the AMC provider firm failed to attend the calls within the same day, this office reserves the right to get the work done by other firms and deduct such expenses from the AMC charges.
- 3.15 In case of any accident/mis happening occurred to any of the workman, the entire responsibility will be on the part of the AMC provider. The safety of the workman should be strictly followed by the vendor.
- 3.16 List of Engineers and other technically qualified employees at your organization mentioning with years of experience (Annexure-I).
- 3.17 Proof of date of set up should be attached. Completion certificate/performance certificate may be enclosed for the works executed of similar nature.

**4. PAYMENT TERMS AND CONDITIONS**

- 4.1 **Earnest Money:** An EMD (Refundable) of Rs. 3,000/- (Rs. Three Thousand only) should be submitted alongwith technical bid in the form of DD drawn in the name of Regional Provident Fund Commissioner payable at Guwahati.
- 4.2 **Performance Security:** The successful bidder shall deposit an amount equal to 10% of the tendered and accepted value of the work before award of the work as Security Deposit in the form of demand draft drawn in favour of Pegional P F Commissioner, Guwahati. The validity of Performance security will remain valid for a period of sixty days beyond the date of



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completion. **No interest will be claimed on the security deposit.** EMD will be refunded to the successful bidder on receipt of the Performance security.

4.3 The quarterly payment will be made to the vendor on production of bill. The last quarter payment will be made after completion of the AMC period.

4.4 TDS, Service tax, CTS and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

### 5. ARBITRATION:

In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitrator as may be appointed by the authority of EPFO. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being to act for any reason, the appointing authority for arbitrator, as afore said at the time of such an office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to the Indian Arbitration and Conciliation Act 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final conclusive and binding to all parties to this contract.

### 6. NOTICES

Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party and shall be deemed to have been given on the date of dispatch.

### 7. APPLICABLE LAW

The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Guwahati Court only in all matters regarding the Agreement.



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**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

For and on behalf of

For and on behalf CBT,EPF

Signed

Signed

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.