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**EMPLOYEES' PROVIDENT FUND ORGANISATION
(MINISTRY OF LABOUR & EMPLOYMENT, GOVT OF INDIA)**

REGIONAL OFFICE, VADODARA, GUJARAT STATE
BHAVISHYA NIDHI BHAVAN, AKOTA STADIUM ROAD, AKOTA, VADODARA, GUJARAT -390 020

No: GJ/RPFC/BRD/Admn-II/File(69A-I)/03

Date: 08.04.2014

TENDER NOTICE

Sealed Quotations are invited from reputed and experienced agencies for awarding **Annual Maintenance Contract** of 140 Nos. of Thin Clients & its peripherals (like key board, adaptor and Monitor), for the initial period of one year **from 01.05.2014**.

AMC should be comprehensive i.e. **including all spare parts of the systems/peripherals**. so that the systems should be made operational by the agency without any additional cost.

For verification of site & systems, interested agencies may visit this office at above mentioned address during working hours (9:45AM to 6:15PM) from Monday to Friday before submission of their quotations.

The interested agencies may collect tender documents from this office by paying Rs. 500/- by DD/Pay order drawn in favour of Regional P.F.Commissioner, Vadodara or may also download from website www.epfovadodara.com, in that case the bidder has to pay the cost of Rs.500/- along with the quotation. The interested agencies may submit their quotations **latest by 21.04.2014 at 3:00 PM** in a sealed envelope superscribed as "**Quotations for AMC of Thin Clients & its Peripherals**" and address to **Shri K.D.Asari, Regional P. F. Commissioner (ADM), Vadodara**.

Sd/-
(K.D.ASARI)
Regional P.F.Commissioner (ADM)
Regional Office, Vadodara

Tender Document (Annex-I) for

**ANNUAL MAINTENANCE CONTRACT OF
THIN CLIENTS AND ITS PERIPHERALS AT
EMPLOYEES' P.F. ORGANISATION,
REGIONAL OFFICE, VADODARA**

List of Documents:

1. Tender Document: Doc-I
2. Technical Bid: Doc-II
3. List of equipments and Financial Bid: Doc-III
4. Terms & condition as well as draft agreement: Doc-IV (will be provided after finalization bid)

Doc-1
Tender Document
For AMC of
Thin Clients and its peripherals.

1. Invitation to bid

- I. Quotations are invited under **two-bid system** for the Annual Maintenance Service contract for thin Clients and its peripherals which are installed in the office of Employees' P.F. Organization, Regional Office, Vadodara. The details of the system are given in Doc.III. The actual number may either increase or decrease at the time of start of contract or during the year.
- II. The maintenance agency (referred to as agency in this document) is required to submit the **technical and financial bid separately**. The quotation is Sealed Cover-I containing " Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in another sealed cover superscribed "**Quotation for Annual Maintenance Service " Thin Client & its peripherals"**". The quotation should reach this office latest by **21th April 2014 at 3:00 PM.**

2. Description of the Work:

- I. **The Maintenance Service will consist of**
 - a) On-site preventive and corrective maintenance of items covered under AMC at EPFO, Regional Office, Vadodara the above equipment is installed as indicated from time to time.
 - b) The Maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts. Components and other **accessories including key board and Monitor**. No any charges will be paid for defective parts.
- II. The contract will be initially for one year. The contract may be renewed for further one year, at the discretion of Regional P.F.Commissioner and based on satisfactory services provided by the agency.
- III. The maintenance services will be provided from 09.30 hrs to 19:00hrs (Monday to Friday). Provision of availability of Mechanic on Saturdays, Sundays and Holidays should be made in case of exigency.
- IV. The agency shall carryout the maintenance work on call basis. However, in addition, the agency will also depute its on resident Mechanic in the Office of EPFO, RO, and Vadodara for preventive maintenance. The agency shall provide maintenance service through qualified experienced and competent persons.

- V. Additional persons may be deputed whenever there is more work load/complaints to rectify the equipment within the stipulated response time.
- VI. The parts/Components/Sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems.
- VII. The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of part/components/assemblies will be withdrawn from the maintenance contract. The decision of RPFC regarding non-availability and obsolescence of technology will be final. Withdrawal of such units shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.
- VIII. The agency shall also carryout periodic preventive maintenance including cleaning through blower time to time with taking signature of users. The agency shall update all antivirus time to time where internet is not available.

3. **GENERAL CONDITIONS:**

- I. The Regional P.F. Commissioner reserves the right to accept or reject summarily any or all quotations, in whole or in part without any assigning any reasons whatsoever.
- II. Regional P.F.Commissioner the right to increase or decrease quantities of any item of the work and the agency shall maintain the same at the rate quoted for similar item.
- III. The Regional P.F.Commissioner takes no responsibility for any delay, loss or non-receipt of a quotation after dispatch.
- IV. No transportation charges, what so ever shall be paid by RPFC for any type of services.
- V. The agency shall ensure to keep sufficient number of standby Computer, UPS, Printer at EPFO to meet the stipulated response time. Minimum one number of each items shall be kept standby at EPFO at their own risk.
- VI. The agency must be registered with the Registrar of companies or with the Gujarat Sales Tax department for works contract Tax or with other relevant government departments. Necessary supporting documents must be attached.
- VII. The agency must be currently maintaining more than 50 computers at a minimum of two locations in Gujarat. Copies of two such work order or any other documentary evidence clearly showing that more than 50 computers are being maintained at a single location should be attached.
- VIII. The agency must have satisfactorily executed in last 3 years minimum 2 AMC of more than 50 computers. Necessary supporting document as required must be attached.

(Signature of Authorized Signatory)
With Company Seal*

4. TECHNICAL SPECIFICATION

- I. The technical details and no. of equipments shall be as per the details given in Document. III

5. PAYMENT TERMS AND CONDITIONS

- I. **The** payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance. TDS, Service Tax, WCT and any other Tax as applicable as per prevailing rates will be deducted before making the payment. Advance payment if any may please be mentioned.
- II. **The** maintenance charge quoted by the agency per item is on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

6. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY DEPOSIT

- I. **EARNEST MONEY:** The agency shall deposit a sum of Rs. 10,000/- as earnest money through a demand draft in favour of Regional P.F. Commissioner, Payable at Vadodara at the time of submission of tenders, otherwise technical & financial bids will not be considered at all. The Earnest Money of successful bidder will be returned only after furnishing of the performance security. The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned.
- II. **PERFORMANCE SECURITY:** The agency shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract as performance security in the mode of Demand Draft or provide Bank Guarantee for the said amount from a Scheduled bank, pledged in favour of Regional P.F. Commissioner, Vadodara. No interest shall accrue on this amount. The Security amount shall be repayable after one month of the expiry/termination of contract after deduction of penalty/other dues, if any.

(Signature of Authorized Signatory)

With Company Seal*

7. TERMINATION OF CONTRACT AND PENALTY

- I.** If the services provided by the agency under this maintenance contract are not to the full of satisfaction of RPFC, the maintenance contract may be terminated by RPFC and the charges shall be payable only upto the period, till which the agency has rendered satisfactory services. The decision of RPFC in this regard shall be final and binding on the agency.
- II.** In case of non-compliance with the contract, RPFC shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages and may forfeit the EMD/Performance Security Deposit any time.
- III.** The max. response time for repairing the system shall not be more than one day and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be Rs. 100/- per day.

8. ARBITRATION

- I.** In the event of any dispute or difference relating to maintenance service of ACs and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator of a person appointed by the Regional P.F. Commissioner, Regional Office, Vadodara.

9. JURISDICTION

- I.** The court at Vadodara alone shall have the jurisdiction in any matter arising out of relating to or touching this agreement.

10. DOCUMENT/INFORMATION REQUIRED

- I.** **Tender** document/Doc-I duly signed in each pages.
- II.** **Technical** bid as per Document-II filled and duly signed along with all required documents.
- III.** **Financial** bid as per Document-III filled and duly signed.
- IV.** **The** details of the clients to whom such service is being provided and feedback letters from such clients regarding satisfactory service provided.
- V.** **DD** of Rs. 10,000/- as EMD in favour of Regional P.F.Commissioner, payable at Vadodara to be submitted.

(Signature of Authorized Signatory)
With Company Seal*

Document –II Technical Bid

The technical bid shall contain following information in a sealed cover superscribed “**Technical Bid**”.

- I. Name, Address, Set up and status of the Agency including the details of the contact person with telephone number.
- II. The bidder shall a company registered with the Registrar of Companies and registered with Gujarat Sales Tax for Works contract Tax. Document in support of registration with the Registrar of companies and with the sales Tax Department for works Contract Tax.
- III. EMD of Rs. 10,000/- (Rupees Ten Thousand only) in form of DD in favour of Regional P.F.Commissioner, payable at Vadodara.
- IV. PAN No. & Service Tax registration Number of the agency.

EQUIPMENT TO BE BROUGHT UNDER AMC

List attached in the Financial Bid document.

- I. **List** of at least 3 qualified services Mechanics (Minimum ITI in computer science) with details of qualification and having more than 3 years of experience in the relevant field as per Performa enclosed. The qualification and experience of Mechanic(s) deputed to EPFO, Regional Office, Vadodara will be verified. *Copies of qualification and experience certificates to be enclosed.*

Sr. No.	Name	Technical Qualifications	Area Specialization	No. of years of Experience	Area of Experience	Date of joining the firm
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(Signature of Authorized Signatory)
With Company Seal

- II.** **List** of clients including Govt. Department/Public Sector undertaking with name complete address and contact person with telephone number where the company is currently maintaining more than 150 thin clients in a single location in Gujarat/Vadodara as per the Performa enclosed. *Copies of two such work order preferably of Govt. Departments/Public sector undertakings or any other documentary evidence from clearly showing that more than 150 thin clients are being maintained at a single location should be attached.*

Sr. No.	Name of the organization/Govt dept/PSU with Contact person with tele No.	Details of equipment and Nos.	Period of Contract	Contract Value in Rs.	Remarks
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- III.** Technical Infrastructure available for repairing of attached items. (Attach separate sheet if required)
- IV.**
- V.** Tender document (Doc-I) duly signed in each page.

(Signature of Authorized Signatory)
With Company Seal

Document-III
FINANCIAL BID

The financial/price bid should contain the quotation for maintenance charges per item in terms of Yearly basis only, as listed below. Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in separate sealed cover superscribed "Financial Bid".

EQUIPMENT TO BE BROUGHT UNDER MAINTENANCE CONTRACT AT THE TIME OF THE COMMENCEMENT OF THE CONTRACT.

Sr. No.	Description of Items	Number	Rate per year per equipment	Total Cost
01.	Thin Clients along with key board, Adaptor and Monitor & its peripherals	140		

Note: Actual number of equipment may vary at the time of awarding of contract.

(Signature of Authorized Signatory)
With Company Seal

Draft Agreement to be signed for Annual Maintenance Contract

(Stamp Paper of requisite amount)

**COMPREHENSIVE MAINTENANCE AGREEMENT FOR THIN CLIENTS
& ITS PERIPHERALS**

This agreement is made on _____2014 between the Employees' P.F.Organisation, Regional Office, Vadodara hereinafter referred to as "EPFO",

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

- a. The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of Thin Clients & its peripherals (like keyboard, Monitor and Adaptor) at Employees P.F.Organisation, Regional Office, Vadodara.

- b. All the terms and conditions as mentioned in the tender document, along with all the Annexures/Appendices as well as the technical bid and financial bid submitted in response to the tender notice invited by EPFO form part of this contract.
- c. Maintenance services shall be provided at the above mentioned EPFO, premises from time to time.
- d. Any of the above systems (as in tender document) may be withdrawn at any time during the period of maintenance contract; maintenance charge for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance contract and maintenance charges will be paid on pro-rata basis.
- e. The relationship between **EPFO** and the Agency shall be that of the 'Principals' and the "Maintenance service provider" or "Contractor".

2. **DESCRIPTION OF WORK:**

- a) The maintenance services will consist of:
 - On-site preventive and corrective maintenance of items covered under AMC at EPFO, Regional Office, Vadodara where the above equipment is installed as indicated from time to time.
 - The maintenance will include necessary repairs to the installed systems and replacement of defective/damaged parts. Components and other accessories free of cost.
 - The maintenance will include periodic servicing of the installed systems and vacuum of the items time to time.
- b) The contract will be initially for one year. The contract may be renewed for further one year, at the discretion of RPFC and based on satisfactory services provided by the agency.
- c) The maintenance services will be provided from 09.45 AM to 6:15PM (Monday to Friday). Provision of availability of Service Engineers on Saturday, Sundays and Holidays should be made in case of exigency.
- d) The agency shall carryout the maintenance work on call basis. However in addition, the agency will also depute its one resident Mechanic in EPFO office for preventive maintenance. The agency shall provide maintenance services through qualified experienced and competent persons.
- e) Additional Mechanics may be deputed whenever there is more work load/complaints to rectify the equipment within the stipulated response time.

- f) The parts/components/ sub-assemblies used for repair/ replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems.
- g) The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of RPFC regarding non-availability and obsolescence of technology will be final/ Withdrawal of such units shall be communicated to agency and equivalent maintenance charges shall be deducted from the amount due to the agency.
- h) The agency shall also carryout periodic preventive maintenance including external cleaning of items covered under AMC once every month in days and time convenient to the users.

3. GENERAL CONDITIONS:

- a) Regional Provident Fund Commissioner, EPFO, Regional Office, Vadodara reserves the right to increase or decrease of any item of the work and the agency shall maintain the same at the rate quoted for similar item.
- b) No transportation charges, what so ever shall be paid by EPFO for any type of services.
- c) The agency shall ensure to keep sufficient number of standby equipment/components of equivalent configuration at EPFO to meet the stipulated response time.

4. SERVICE MECHANICS:

- a) The Service Mechanic deputed at EPFO, Regional Office, Vadodara should possess at least ITI in Concerned work with at least 3 years of post qualification experience.
- b) The agency is required to provide evidence in respect of qualification and experience, which would be checked by EPFO to see the suitability/competency of the service personnel.
- c) The Service personal provided by the Agency shall not be changed frequently. Only one change will be permitted during the year. For any subsequent changes a penalty of Rs. 5000/- would be payable. However if found incompetent by RPFC, the person will be changed by the Agency.
- d) The agency and the resident personnel, it shall follow the system of monitoring the work and attendance of the service personnel as stipulated by RPFC.

- e) In the absence of any personnel. It shall be the responsibility of the agency to depute another competent and experienced engineer during the period of absence of the designated personnel.
- f) Additional Mechanics' may be deputed at EPFO whenever there is more workload/complaints to rectify the equipment within the stipulated response time.

5. **PAYMENT TERMS AND CONDITIONS:**

- a) **Performance Security:** - The agency shall be required to deposit a sum equivalent to 10% of the total work order at the time of signing the contract as performance security in Demand Draft or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged in favor of **Regional Provident Fund Commissioner, Vadodara**. No interest shall accrue on this amount. The security amount shall be repayable after one month of the expiry/termination of contract after deduction of penalty/other dues, if any.

The Payment to the agency will be made on quarterly basis in at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance.

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

The Maintenance charges quoted by the agency per item are on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

6. **PENALTY**

- a) If the Service by the agency under this maintenance services contract are not to the full satisfaction of RPFC, the maintenance contract may be terminated by RPFC and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of RPFC in this regard shall be final and binding on the agency.
- b) In case of non-compliance with the contract, RPFC reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- c) The maximum response time for repairing the system shall not be more than one day and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be INR 100.00 per system/sub-system per day.

- d) If the Service Engineer fails to attend to the work, a penalty will be imposed depending on the problem faced by EPFO, Regional Office, Vadodara.

7. ARBITRATION

- a) In the event of any dispute or difference relating to maintenance service of computers and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussion, or shall be referred to the sole arbitrator of a person appointed by the Regional Provident Fund Commissioner, EPFO, Regional Office, Vadodara. The decision of the sole arbitrator shall be final & binding on both parties.

8. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- a) The contract will be initially for one year from the date of signing of this agreement.
- b) The contract may be renewed for two years, one year at a time, at the discretion of RPFC and based on satisfactory service provided by the agency.
- c) This agreement may also be terminated by RPFC forthwith if at any time:
The agency fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

Or

The agency commits any other breach of this agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the agency to remedy it.

Or

- The agency goes into liquidation (not being a voluntary liquidation, for the purpose only of bona fide reconstruction or amalgamation) or enters into any composition Arrangement with its creditors or a receiver of its assets is appointed
- d) In case of any matter relating to terms and conditions not specified in this agreement, the same shall be decided by mutual agreement of RPFC and the agency.

9. AGREEMENT AND WARRANTY

- a) Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
- b) The **agency** and **RPFC** represent warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed there under. The parties further represent, Warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

10. NOTICES:

- a) 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 or its nominee, shall be deemed to have been given on the date of dispatch.

11. FORCE MAJEURE

- a) If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.
- b) Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non –performance is due to any
- c) Force Majeure of which it has notified the other party; and the time for performance of the obligation shall be extended accordingly.

12. APPLICABLE LAW

- a) **The Agreement** shall be governed by Indian Law and both the parties consent to the jurisdiction of Ghaziabad Courts in all matters regarding the Agreement.

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

WITNESSES

1.

Signed
For and on behalf of

Regional P.F.Commissioner,

2.

For and on behalf of

M/s _____