



कर्मचारी भविष्य निधि संगठन

Employees Provident Fund Organisation

क्षेत्रीय कार्यालय, भंगागढ़ गुवाहाटी / Regional Office, Bhangagarh, Guwahati--5 (Assam)
(श्रम एवं रोजगार मंत्रालय, भारत सरकार / Ministry of Labour & Employment, Govt. of India)

"भविष्य निधि भवन", जी०एस०रोड, भंगागढ़, गुवाहाटी, असम-781005

"Bhavishya Nidhi Bhawan", G.S.Road, Bhangagarh, Guwahati, Assam-781005

दूरभाष/फैक्स सं:-0361/2529047, 2458473, 2529958/Fax N0:-2529265, 2458473

पत्रांक:- असम/भंडार/एयर कंडीशनर/99/खंड-III/ 32

दिनांक:- 14.05.15

निविदा आमंत्रण सूचना

कर्मचारी भविष्य निधि संगठन के लिए क्षेत्रीय कार्यालय, गुवाहाटी में उपलब्ध एयर कंडीशनर के वार्षिक देख-रेख कार्य के लिए बोली लगाने की दृविपद्धति (तकनीकी एवं वित्तीय) के अनुसार मुहरबंद निविदा आमंत्रित किया जाता है:-

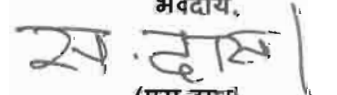
| क्र. सं. | एयर कंडीशनर का विवरण | स्थान | मात्रा |
|----------|---------------------------|--|--------|
| 1. | 1.5 टन स्पिलट एयर कंडीशनर | क्षेत्रीय कार्यालय, गुवाहाटी, कार्यालय भवन | 66 |
| 2. | 1.5 टन स्पिलट एयर कंडीशनर | अतिथि गृह | 01 |

अन्य विवरण तथा निविदा प्रपत्र WWW.epfindia.com (डब्ल्यू डब्ल्यू डब्ल्यू.ईपीएफइंडिया .कॉम) के वेबसाइट से डाऊनलोड किया जा सकता है अथवा उपरोक्त कार्यालय पते से प्राप्त किया जा सकता है।

निविदा प्रपत्र का मूल्य - रूपये 100/-
अग्रिम जमा राशि - रूपये 5000

निविदा प्रस्तुत करने की अंतिम तिथि - 28/5/15 को 1.00 बजे अपराह्न तक
तकनीकी निविदा खोलने की तिथि - 28/5/15 को 3.30 बजे अपराह्न
वित्तीय निविदा खोलने की तिथि - 29/5/15 को 3.30 बजे अपराह्न

पूरी तरह से भरे हुये निविदा को दो अलग-अलग मुहरबंद लिफाफे जिसपर "तकनीकी बोली" या "वित्तीय बोली" लिखा हो को एक अलग से तीसरे मुहरबंद लिफाफे में जिसपर "एयर कंडीशनर के वार्षिक देख रेख हेतु निविदा" लिखा हो को उपरोक्त पते पर क्षेत्रीय भविष्य निधि आयुक्त -1, गुवाहाटी को 28/5/15 या उससे पहले 1.00 अपराह्न तक प्रेषित किया जाय।

भवदीय,

(एस.दास)

सहायक भविष्य निधि आयुक्त (प्रशासन)
गुवाहाटी, पूर्वोत्तर क्षेत्र

प्रतिलिपि:- क्षेत्रीय भविष्य निधि आयुक्त -1, एन.डी.सी.नई दिल्ली को सरकारी वेबसाइट पर अपलोड करने हेतु।



EMPLOYEES' PROVIDENT FUND ORGANISATION

(Ministry of Labour and Employment, Government of India)

Regional Office, N.E. Region, G.S. Road, Bhangagarh

Guwahati-781005(ASSAM)

Tel. 0361 - 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

AS/STORE/Air conditioner/99/V-II/ 32

DATE: 14.05.15

NOTICE INVITING TENDER

Sealed quotations are invited in two bid system (Technical & Financial) on behalf of EPFO for the work of AMC of Air-conditioner at Regional Office, Guwahati.

| Sl No. | Description of AC | LOCATION | Quantity |
|--------|-------------------------------|---|----------|
| 1 | 1.5 Ton Split Air Conditioner | Regional Office, Guwahati office building | 66 Nos. |
| 2 | 1.5 Ton Split Air Conditioner | Guest house | 1 No. |

The other details and the tender document can be downloaded from the website at www.epfindia.com or can be collected from this office at the above address.

Cost of tender document: Rs. 100

Earnest Money Deposit: Rs. 5000

Last date of submission of tender: 28.05.2015 latest by 1:00 PM

Date of opening of technical bid: 28.05.2015 at 3:30 PM

Date of opening of financial bid: 29.05.2015 at 3:30 PM

Quotations completed in all respect in 2 (Two) separate sealed cover super scribed as Technical bid or Financial bid and enclosed in a third sealed cover super scribed as "**Tender for AMC of Air Conditioners**" may be sent to the Regional P F Commissioner-I, Guwahati at the above address on or before 28.05.2015 latest by 1:00 PM.

Yours faithfully,

(S. DAS)

Assistant Provident Fund Commissioner (Adm),
Guwahati, NER.

Copy to: The RPFC-I, NDC New Delhi with request to upload in the official website.



**TENDER FOR AMC OF AIR CONDITIONERS AT
REGIONAL OFFICE, GUWAHATI**



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

Name of work: Annual maintenance contract of Air Conditioners at Regional Office, Guwahati.

INDEX

| | |
|--|-----------------------------|
| Press Notice | Page No. 3 |
| Tender Notice | Page No. 4 |
| Instructions | Page No. 5 |
| Terms and conditions | Page No. 6 & 7 |
| Scope of work | Page No. 8 |
| Schedule of requirements (Annexure-I) | Page No. 9 |
| Technical bid (Annexure-II) | Page No.10 |
| Financial bid (Annexure-III) | Page No. 11 |
| Bond Guarantee (Annexure IV) | Page No. 12 & 13 |
| Agreement Format (Annexure V) | Page No. 14 to 16 |



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

AS/STORE/Air conditioner/99/V-II/

PRESS NOTICE

Notice Inviting Tender

Sealed quotations are invited in two bid system (a single sealed envelope containing two separate such sealed envelopes of technical bid & price bid quoted on top of Envelope) on behalf of EPFO for the work of AMC of Air-conditioner at Regional Office, Guwahati. The last date for submission of quotations is 28/05/2015, latest by 1:00 PM. The Technical bids will be opened on 28/05/2015 at 3.30 PM and Financial bids of the qualified bidders will be opened on 29/05/2015 at 3.30 PM. All other details like EMD, Cost of tender document, eligibility criteria etc. may be seen on the EPFO website www.epfindia.com or can be obtained from this office at the above address on all working days on payment of Rs. 100/- by cash or in the form of DD drawn in the name of Regional Provident Fund Commissioner payable at Guwahati.

- Sd -

**Regional Provident Fund Commissioner-I,
RO-Guwahati, NER.**



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

TENDER –NOTICE

Office of the Regional P F Commissioner-I, Guwahati, invites sealed quotations in two bid system (Technical & Financial) from reputed firms engaged in undertaking the Annual Maintenance Contract of Air Conditioners. The firms forwarding their quotations must comply with the terms and conditions mentioned herewith. The sealed quotations for Annual Maintenance Contract for the ACs are invited as per the proforma at **Annexure 'II' (Technical Bid) & Annexure 'III' (Financial Bid)**.

The quotations complete in all respects in sealed cover super scribed as “**Tender for AMC of Air Conditioners**” may be sent to the Regional P F Commissioner-I, Guwahati at the above address on or before 28.05.2015 latest by 1:00 PM.. The bid has to be accompanied by an EMD (Refundable) of Rs. 5,000/- (Rs. Five Thousand only) in the form of Demand Draft in favour of Regional Provident Fund Commissioner, Guwahati. The **Technical Bids will be opened on 28.05.2015 at 3.30 pm** in the office of the undersigned in presence of representative of firms and **Financial bid of the qualified bidders will be opened on 29.05.2015 at 3.30 p.m.** at the same venue. The tender document can be obtained in person from the office at the above address on any working day on payment of Rs. 100/- by cash or in the form of DD drawn in the name of Regional Provident Fund Commissioner payable at Guwahati. In case the tender form is downloaded from the website (www.epfindia.com), a fee of Rs.100/- in the form of DD should be enclosed alongwith the technical bid.

This office reserves all rights to accept or reject the tender in part or whole without assigning any reasons thereof.

- Sd -
Regional Provident Fund Commissioner-I,
RO-Guwahati, NER.



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

INSTRUCTIONS

1. The tender document can be obtained in person from the office at the above address on any working day on payment of Rs. 500/- by cash or in the form of DD drawn in the name of Regional Provident Fund Commissioner payable at Guwahati. In case the tender form is downloaded from the website (www.epfindia.com), a fee of Rs.100/- in the form of DD should be enclosed alongwith the technical bid.
2. **Earnest Money:** An EMD (Refundable) of Rs. 5,000/- (Rs. Five 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.
3. The tender shall be submitted in two-cover system. The covers shall be super scribed clearly whether it is “**Technical Bid**” or “**Financial Bid**”. Both these envelopes, after being sealed properly, shall be put into a third envelope, which should be properly sealed before it is sent/ submitted. The third sealed cover shall be super scribed as “**Tender for AMC of Air Conditioners**” and addressed to the **Regional P F Commissioner-I, Guwahati**.
4. Technical bid will be opened on 28th May , 2015 at 3.30 pm in the office of the undersigned in the presence of representative of firms and Financial bid will be opened on 29th May, 2015 at 3.30 p.m. at the same venue.
5. Any tender received without cost of the tender document and EMD will be rejected.
6. The tender validity period shall be minimum 1 (One) month.
7. This office reserves all rights to accept or reject the tender in part or whole without assigning any reasons thereof.



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

TERMS AND CONDITIONS

1. 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 to our office premise at Guwahati and it will continue to be covered under AMC by the AMC provider.
2. 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. The AMC firm is required to undertake preventive maintenance by checking all the Air Conditioners at least once every month and servicing every 3 months and confirm that the systems are in the best of the working conditions.
4. The AMC is guaranteed against the cost of breakdown of any component, labour charges, transportation charges and replacement of any spares, drain pipes and electrical cables should be provided at free of cost.
5. The servicing of equipments should be attended only by the qualified service technician.
6. The firms are required to submit the following details/documents in the technical bid envelope:
Technical Bid:
 - a. Valid registration Number of the firm for the VAT/Service tax purpose.
 - b. Income Tax Return for the last three financial Year i.e. from 2012-13 to 2014-15.
 - c. List of Engineers and other technically qualified employees at your organization mentioning with years of experience.
 - d. The firm should have at least minimum 05 years of experience in providing Maintenance services for Air Conditioners to be submitted with proof such as work order copy(Proof of date of set up should be attached).
 - e. Form 16 A (copies) issued by the Government Organizations deducting TDS on AMC services provided by the firm for last 03 years i.e. from 2012-13 to 2014-15.



EMPLOYEES' PROVIDENT FUND ORGANISATION

(Ministry of Labour and Employment, Government of India)

Regional Office, N.E. Region, G.S. Road, Bhangagarh

Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

- f. The firm should have turnover of Rs. 10 lakhs per annum for last 3 years.
- g. The form in **Annexure - II** should be duly filled up and submitted alongwith copies of relevant documents duly signed by the Employer/Authorised Signatory.
7. The vendor shall be responsible for compliance of all labour laws including ESI Act and EPF Act. This office shall not be responsible for any liability occurred due to non-compliance of any law by the vendor/AMC provider.
8. 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.
9. **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 cash/demand draft or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged in favour of Regional P F Commissioner, Guwahati. The validity of Performance security will remain valid for a period of sixty days beyond the date of completion. **No interest will be claimed on the security deposit.** EMD will be refunded to the successful bidder on receipt of the Performance security.
11. 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.



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

SCOPE OF WORK

1. Maintenance of equipments (indoor and outdoor units including compressor) in good condition to avoid any major breakdown.
2. Maintenance of stabilizers, connected electrical cables and drain pipes.
3. Proper gas refilling whenever required.
4. AMC includes all spares including compressor for indoor/outdoor units and stabilizers, electrical cables and drain pipes for proper maintenance.



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473, FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

ANNEXURE - I

SCHEDULE OF REQUIREMENTS

Details of Air-Conditioners to be placed under AMC :

| Sl No. | Description of AC | LOCATION | Quantity |
|--------|-------------------------------|---|----------|
| 1 | 1.5 Ton Split Air Conditioner | Regional Office, Guwahati office building | 66 Nos. |
| 2 | 1.5 Ton Split Air Conditioner | Guest house | 1 No. |



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473, FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

ANNEXURE – II

TECHNICAL BID

Bidder should furnish the following details alongwith the documentary proof:

1. Valid Registration Number of the firm for the VAT/Service tax purpose.
2. Income tax Return for last 03 Financial Years i.e. 2012-13,2013-14,2014-15.
3. List of Engineers and other technically qualified employees at your organization mentioning with years of experience.
4. 05 years of experience in providing Maintenance services for Air Conditioners to be submitted :-
 - a. Proof of date of set up should be attached.
 - b. The completion certificate/performance certificate be enclosed for the works executed in last five years of similar nature.
5. Form 16 A (copies) issued by the Government Organizations deducting TDS on AMC services provided by the firm for last 03 years i.e. from 2012-13 to 2014-15.
6. The firm should have turnover of Rs. 10 lakhs per annum for last 3 years (documentary proof must be attached).

Signature with seal
Name of Firm

Mob No.



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473, FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

ANNEXURE – III

Financial Bid

| Sl No | Description of AC | Quantity | Rate per unit per annum | Taxes if any | Total amount |
|-------|-------------------------------|----------|-------------------------|--------------|--------------|
| 1 | 1.5 Ton Split Air Conditioner | 66 | | | |
| 2 | 1.5 Ton Split Air Conditioner | 1 | | | |

Signature with seal
Name of Firm

Mob No.



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

ANNEXURE IV

PERFORMANCE SECURITY (BOND GUARANTEE)

[To be furnished on non-judicial stamp paper of requisite amount]

1. In consideration of, Regional P F Commissioner-I, Guwahati (hereinafter called “ EPFO”) having agreed to exempt _____ (hereinafter called ‘the said Contractor) from the demand, under the terms and conditions of agreement No. _____ Dated _____ made between EPFO and _____ for the work of Annual Maintenance of Air Conditioners (including voltage stabilizers) (hereinafter called ‘the said Agreement’), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____

We, (Name of the bank) _____ (hereinafter referred to as “the Bank”) at the request of _____ (contractor) do hereby undertake to pay to the EPFO an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by EPFO by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) _____ do hereby, undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from EPFO stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by EPFO by reason of breach by the said Contractor of any of the terms and conditions contained in the said Agreement or by reason of the contractors’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of EPFO in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the EPFO any money so demanded notwithstanding any dispute or disputes raised by the contractor/ supplier in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the contractor/ supplier shall have no claim against us for making such payment.

4. We (Name of the Bank) _____ further agree, that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of EPFO under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till EPFO certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.



EMPLOYEES' PROVIDENT FUND ORGANISATION

(Ministry of Labour and Employment, Government of India)

Regional Office, N.E. Region, G.S. Road, Bhangagarh

Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473, FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **One and a Half Years** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) _____ further agree, with the EPFO that the EPFO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the EPFO against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the EPFO or any indulgence by the EPFO to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor/ supplier.

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the EPFO in writing.

Dated the _____ day of _____

For and on behalf of (The Bank)

Signature _____

Name & Designation _____



EMPLOYEES' PROVIDENT FUND ORGANISATION
(Ministry of Labour and Employment, Government of India)
Regional Office, N.E. Region, G.S. Road, Bhangagarh
Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473, FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

ANNEXURE V

<Stamp paper of requisite amount>

**MAINTENANCE AGREEMENT FOR
Air Conditioners (Including voltage Stabilizers)**

This agreement is made on _____ 2015 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 Air Conditioners (Including voltage stabilizers) at Employees Provident Fund Organisation, Regional Office, Bhangagarh, Guwahati-781005.
- 1.2 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 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 Scope of work (As in tender document):

1. Maintenance of equipments (indoor and outdoor units including compressor) in good condition to avoid any major breakdown.



EMPLOYEES' PROVIDENT FUND ORGANISATION

(Ministry of Labour and Employment, Government of India)

Regional Office, N.E. Region, G.S. Road, Bhangagarh

Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473. FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

2. Maintenance of stabilizers, connected electrical cables and drain pipes.
3. Proper gas refilling whenever required.
4. AMC includes all spares including compressor for indoor/outdoor units and stabilizers, electrical cables and drain pipes for proper maintenance.
- 2.2 All ACs and voltage stabilizers as mentioned in Annexure-1 will be covered under the AMC.
- 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 agency shall also carryout periodic preventive maintenance including external cleaning of air conditioners once every month in days and time convenient to the users.

3. PAYMENT TERMS AND CONDITIONS

- 3.1 **Earnest Money:** An EMD (Refundable) of Rs. 5,000/- (Rs. Five 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.
- 3.2 **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 cash/demand draft or provide a Bank Guarantee for the said amount from a Scheduled bank, pledged in favour of Regional P F Commissioner, Guwahati. The validity of Performance security will remain valid for a period of sixty days beyond the date of completion. **No interest will be claimed on the security deposit.** EMD will be refunded to the successful bidder on receipt of the Performance security.
- 3.3 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.
- 3.4 TDS, Service tax, CTS and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

4. 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



EMPLOYEES' PROVIDENT FUND ORGANISATION
 (Ministry of Labour and Employment, Government of India)
 Regional Office, N.E. Region, G.S. Road, Bhangagarh
 Guwahati-781005(ASSAM)

Tel: 0361 – 2529047, 2455189, 2458473, FAX : 0361-2529265, 2458473 Email: ro.guwahati.epf@epfindia.gov.in

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.

5. NOTICES

5.1 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 despatch.

6. 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.

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 _____
 Address _____

Name _____
 Address _____

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.