



REGIONAL OFFICE, ODISHA

EMPLOYEES' STATE INSURANCE CORPORATION

PANCHDEEP BHAWAN, JANPATH, UNIT-IX, BHUBANESWAR -751022

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No.44-G-32/11/6/267/2015-ISD

Date: 01.06.2018

Tender Notice

INVITATION OF E-TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF SERVERS, COMPUTERS, PRINTERS, UPS, VOIPs, LAN & OTHER IT Equipments for 2018-19

- 1) E.S.I.C. Regional Office, Odisha invites E-Tender from eligible, reputed, and bonafide maintenance service providers / agencies capable of providing annual maintenance services for COMPUTERS & OTHER PERIPHERALS for onsite maintenance of aforesaid items for its various sites / offices in the State of Odisha (list enclosed as Appendix-V) for a period of 1 Year.
- 2) The tender document can be downloaded from www.esic.nic.in, www.esicorissa.nic.in and esictenders.eproc.in/ from 07.06.2018 to 29.06.2018 till 12.00. Noon.
- 3) The interested bidders may submit the tender online at [https:// esictenders.eproc.in/](https://esictenders.eproc.in/) in a single bid system in the prescribed proforma. Tenders are to be submitted online only through e-procurement portal. All the supported documents shall also be required to be submitted physically along with EMD and cost of Tender Document at Regional Office, Bhubaneswar.
- 4) The documents should be submitted by eligible bidders in the document downloaded from the website along with Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand) only in the form of a Demand Draft / Bankers' Cheque / Pay Order in favour of "E.S.I. Fund Account No.1" drawn at Bhubaneswar, in a separate envelope marked "**EMD for AMC of SERVERS, COMPUTERS, PRINTERS, UPSs, LAN & other IT Equipment(s)**".
- 5) All the Bidders are advised to go through the "Important Instructions to Vendors" placed at Appendix -VI for registering themselves with e-Procurement Portal and submitting Bid Processing Fees to participate in e-Tendering.
- 6) Bidders are requested to submit tender inclusive of all rates, taxes and duties excluding applicable service tax. The service tax should be mentioned against each item in the relevant column of Appendix - III.
- 7) For all practical purposes, the e-tender shall be considered for evaluation. However in case of any dispute, the physical documents would be scrutinized.

- 8) In addition to e-Tender which has to be filed online, the bidders shall be required to file hard copies of Tender documents duly completed and supported by requisite documents and the forms, as mentioned in the tender document, and it should be submitted with covering letter in a sealed envelope duly superscribed with the words "*E-Tender for AMC of SERVERS, COMPUTERS, PRINTERS, UPSs, LAN & other IT Equipment(s)*". The Tender should be deposited / dropped in the Tender Box placed at ICT Division, E.S.I. Corporation, Regional Office Panchdeep Bhawan, Janpath, Bhubaneswar-751022 last upto 2.30 PM on 29.06.2018 which will be opened in the Conference Hall at 3.30 P.M. on the same day. **Financial bids** in respect of qualified bidders shall only be considered.
- 9) If any information furnished by the applicant is found to be false at any stage, the application shall be cancelled and applicant shall be liable to be debarred from tender.
- 10) E.S.I.C. reserves the right to reject any or all applications without assigning any reason thereof.
- 11) Only applications complete in all respect will be considered for evaluation.

BHUBANESWAR
Date : 01.06.2018

REGIONAL DIRECTOR
ESI CORPORATION
REGIONAL OFFICE,
BHUBANESWAR

TENDER DOCUMENT

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Delivery of Tender

The e-tender to be filled online on e-procurement portal as per prescribed format after which the relevant supporting documents, including Forms 'A', 'B', 'C' of Appendix-IV duly filled in, and the Appendixes duly completed and signed in each page should be submitted along with Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand) only in the form of Demand Draft / Bankers' Cheque / Pay Order in favour of "E.S.I. Fund Account No.1" drawn at Bhubaneswar. The bid documents should be enclosed in sealed cover and addressed to the undersigned and dropped in the Tender Box kept at ICT Division, ESI Corporation, Regional Office, Panchdeep Bhawan, Unit-IX, Janpath, Bhubaneswar – 751022. The top of the envelop should contain the following superscription.

“E-Tender for AMC of SERVERS, COMPUTERS, PRINTERS, UPSs, LAN & other IT Equipment(s)” to be opened on 29.06.2018 at 3.30 PM”

Incomplete bids are liable for rejection. ESIC reserves the right to reject any tender without assigning any reason. Only one bid should be enclosed in one envelope.

2. Last Date and Time for Receipt of the Tender

Online Bids must be submitted before 02.00 PM on or before 29.06.2018 and relevant supporting documents should reach this office within the time notified in the Tender Notice. In the event of the said date of opening of the tender being declared a closed holiday for Govt. Office; the date of receipt and opening of the tenders(s) will be the next working day at the same time & place. Tenders submitted by hand delivery, should be dropped in the Tender Box kept at this office within the due time stipulated in the schedule to tender. Late tenders will be summarily rejected.

3. Opening of Tender

ESIC will open all eligible bids at 3.30 PM on 29.06.2018, in the presence of bidders / its authorized representatives who may choose to attend the 'tender opening' at the following location :

ESI Corporation, Regional Office,
Conference Hall, 3rd Floor,
Panchdeep Bhawan, Unit – 9, Janpath,
Bhubaneswar – 751022

The bidders' representatives present shall sign the register evidencing their attendance. **ESIC shall not be held responsible in any manner whatsoever in case the bidder or his representative fails to sign in the register provided for this purpose. A person not signing as above shall be deemed to have chosen not have attended the meeting and shall be dealt with accordingly.**

If the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc which the ESIC may admit as reasonable ground for further time, it may allow such additional time required by circumstances of the case only for extending the opening. **The ESIC may also change or extend the date and time of opening of the tender without assigning any reason whatsoever.**

ESIC reserves the right for accepting the whole or any part of the tender without assigning any reason to the bidder.

4. Special Instructions

- a) Bidders are requested to submit their bids online in the e-procurement portal <https://esictenders.eproc.in> upto 02.00PM of 29.06.2018 and hard copies of Tender documents duly completed and supported by requisite documents / forms and fees in the tender box kept at 2nd Floor, ICT Division, Regional Office, ESI Corporation, Panchdeep Bhawan, Janpath, Bhubaneswar-751022 last upto 2.30 PM. The bid may be submitted on firm rate basis inclusive of all taxes / rates.
- b) Rates quoted should be in Indian Currency and should be inclusive of all charges, Taxes/duties and rates. Any ambiguous quote on these accounts shall render the tender liable to be rejected. Tenders not complete in all respect are liable to be rejected.
- c) The bidder shall, wherever called upon to do so, give full information with reference to the services in hand and shall permit the Regional Director or any other officer nominated by him to inspect the premises of the tenderer / client at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

5. Signing of Tender

The tender will be liable to be rejected in case complete information is not given therein. Individuals signing tender or other documents connected with the contract must specify as to whether he is signing as :

- i) 'Sole Proprietor' of the firm or his Attorney.
- ii) 'Registered Active Partner' of the firm or his Attorney
- iii) For the firm 'Per Procreation'.

In case of company registered under the Companies Act (new as well as old) and firms registered under the Indian Partnership Act, the person signing must clearly indicate his capacity in which he is signing (e.g. Secretary, Manager, and Partner etc.). In case it being signed by an attorney or representative the signatory shall produce a copy of the documents empowering him to sign, if called upon to do so.

6. Key Deliverables

Regional Office, ESIC, Bhubaneswar intends to obtain the Annual Maintenance services from reputed and experienced services under AMC which include the following key deliverables :

- a) Call Management Services – Receipt, recording and attending of calls.
- b) Desktops and Peripherals Management Services – Hardware / Software servicing / maintenance in condition.
- c) Servers Management Services – Hardware / Software servicing / maintenance in condition.
- d) Network Management Services – Hardware / Software servicing / maintenance in condition.
- e) Preventive and Proactive Maintenance of Equipments – Routine checks and maintenance.
- f) UPS Management Services – Maintenance and upkeep of all online and offline UPS.
- g) VOIP (Voice Over Internet Protocol) Phone Management Services – Maintenance of all VOIPs present in the premises.
- h) Video Conferencing Management Services – Maintenance of all Video Conferencing Equipments.

6.1 Routine monthly checks and maintenance by the agency, including preventive dusting / cleaning of all items under AMC as detailed in Appendix – III.

7. Period of validity of bids

Bids shall remain valid for 90 days after the date of tender opening prescribed by the ESIC (Customer); a bid valid for a shorter period would be liable to be rejected by the ESIC (Customer) as non-responsive.

In exceptional circumstances, the ESIC (Customer) may solicit the bidder consent to an extension of the period of validity. The request, the response thereto shall be made in writing (or by cable or telex or fax). The EMD provided shall also be suitably extended. A bidder may refuse the request without forfeiting his EMD.

8. Other General / Eligible Conditions of Contract

- 8.1 In the interpretation of the contract and the general and / or special condition governing it, unless otherwise required :-
- a) The term 'Contract' shall mean the invitation to tender, the instructions to tenderer, the acceptance of the tender, particulars thereafter defined and those general special conditions as may be added.
 - b) The term 'Contractor' shall mean the person, firm or company with whom the order for providing AMC Services is placed and shall deem to include the contractor's successors (approved by the customer), representatives, heirs, executors and administrators unless excluded by the contract.
 - c) 'Contract value' shall mean the sum accepted or the sum calculated in accordance with the rates accepted by or on behalf of the ESIC.
 - d) The term Customer or 'Corporation' or 'ESIC' shall mean the Employees' State Insurance Corporation.
- 8.2 **Validity of contract: The contract shall be valid for a period of 1 (ONE) year from the date of award in accordance with the terms and conditions mentioned herein. The contract may be extended for another term upto two years on the same terms and conditions with mutual consent of the parties and at the discretion of Employees' State Insurance Corporation.**
- 8.3 Authority of person signing documents: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry, it appears that the person so signing has no authority to do so, the ESIC may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
- 8.4 Responsibility for executing contract : The agency is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance or tender.
- 8.5. The agency shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Regional Director, ESIC, Regional Office, Bhubaneswar. In the event of the contractor contravening this condition, Regional Director, ESIC, Bhubaneswar shall be entitled to place the contract elsewhere on the contractors account at his risk and cost and the agency shall be liable for any loss or damage, which the ESIC, may sustain in consequence or arising out of such replacement of the contract, apart from forfeiture of the Security Deposit and / or invoking the Bank Guarantee given for due performance of the contract, for such breach. **The Regional Director, ESIC, Bhubaneswar or the Competent Authority of ESIC may grant such permission for substitution subject to any further conditions as it may deem necessary on the existing as well as the proposed contractor and both of them shall be bound to comply with such further condition as may be imposed.**

8.6 **Earnest Money** : The tenderer shall have to deposit **earnest money of Rs.50,000/-** (Rupees fifty thousand only) with the tender failing which the tender is liable to be rejected outrightly. The earnest money is to be paid by **Demand Draft / Pay Order / Bankers Cheque (and in no other form)** drawn in favour of **ESI Fund A/c. No.1**, payable at **Bhubaneswar** and attached with the tender. Cheque will not be accepted for Earnest Money. In the event of the withdrawal / revocation of tenders by agency within the valid period of the offer, the earnest money shall be forfeited.

8.7. **No interest shall be paid on the Earnest Money and the Performance Guarantee, deposited by the firm.**

8.8. EMD of unsuccessful bidders shall be returned after award of the contract to the unsuccessful bidders. No correspondence / request for refund of EMD shall be entertained before the award of the contract to the successful bidder.

8.9. **Performance Guarantee** : On acceptance of the tender, contractor shall within the period specified by ESIC, deposit as performance security, a sum equivalent to 10% of the estimated annual tender value of the contract. The amount of earnest money may be adjusted towards Security Deposit, for fulfillment of the terms and conditions of the contract. The ESIC shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any of the other remedies provided in the contract or available under the law for non-performance or failure to satisfactorily perform the contract as per terms and conditions. The security shall be in the form of Demand Drafts / Pay Order payable at Bhubaneswar in favour of **“ESI Fund A/c. No.1”** No interest shall be payable on Security Deposit / Performance Guarantee obtained from the tenderer.

a) If the contractor is called upon by the office of the ESIC to deposit Security and the contractor fails to provide the security deposit within the period specified / granted, such failure will constitute a breach of contract and the office shall be entitled to make other arrangements at the risk and expense of the contractor whereby the contract shall be awarded to the next eligible bidder in order and forfeiture of the earnest money shall be effected.

b) On due performance and completion of the contract in respect to the terms in the tender, the Security Deposit will be refunded to the contractor without any interest after deducting downtime and other charges, having remained unrealized, if the same cannot be realized from the contractor's pending bills.

8.10. **Recovery of sums due** : Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor, the ESIC shall be entitled to recover such sum by appropriating, in part or whole, the security money deposited by the contractor and / or by deduction from the pending bills of the contractor. When there remains a balance of the total sum to be recovered, it shall be deducted from any sum due to them or which at any time thereafter may become due under this or any other contract with the ESIC. Should this sum not be sufficient to cover the full amount

recoverable, the contractor shall pay to the customer on demand the remaining balance due **along with interest at the rate of 24% PA from the date when the first demand is made till the date of actual payment for each day of delay.**

8.11. Insolvency and breach of contract : The ESIC may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say :-

- i) **If the contractor being an individual or firm, such individual or any partner in the contractor's firm as the case may be, is at any time adjudged insolvent or has a receiving order or orders for administration of his estate being made or any proceedings for liquidation or composition under any law of insolvency being or not for the time being in force or had made conveyance or assignment of his effects or enter into any arrangements or compromise with his creditors for suspend payment or if the firm be dissolved under any law which governs it or which is otherwise for the time being in force; or**
- ii) **If the contractor being a company registered under any law for the time being in force, passes a resolution for winding up or the court passes any order for the liquidation of the affairs of the company or that any Liquidator, Receiver or Manager is appointed for the management of the affairs of the company; or**
- iii) **If the contractor commits any breach of this contract or any other direction of the customer issued from time to time not otherwise specifically provided in this contract, the customer can terminate the contract without compensation to the contractor which shall be without prejudice of its right to claim the damages which it may have suffered due to such breach of contract or of the direction issued by the customer.**

8.12. Arbitration : In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is not specially provided for by these or the special conditions, the same shall be referred to the sole arbitration as per the decision of the Regional Director, ESIC, Odisha as per Arbitration & Conciliation Act, 1996.

8.13. That no person other than the Regional Director, ESI Corporation, Odisha or the person appointed / approved by him should act as an arbitrator.

8.14. Upon every such reference, the assessment of the costs incidental to the reference and award respectively shall be the discretion of the arbitrator.

8.15. Subject as aforesaid to the Arbitration & Conciliation Act, 1996 and the rules thereunder, any statutory modifications thereof for the time being in force shall be deemed to apply

to the arbitration proceedings under this clause. Work under the contract shall, if reasonably possible, continue during the arbitration proceeding so as to ensure continuity of the business of the customer, other than the ones which are subject to arbitration, shall normally be withheld on account of the arbitration proceedings unless it is considered necessary to do so to cover the quantum of amount likely to be recoverable from the Tenderer.

8.16. The venue of arbitration shall be at Bhubaneswar.

8.17. For the purpose of the contract including arbitration proceedings thereunder, the Regional Director, ESIC, Odisha or an officer authorised by him, shall be entitled to exercise all the rights and powers of the customer.

8.18. **Assistance to the contractor** : The contractor shall not be entitled to any assistance either in procurement of raw materials required for fulfillment of the contract or in securing of transport facilities of materials to the locations which they have to arrange on their own. The contractor shall not also be entitled to assistance for payment of expenses towards traveling allowances and daily allowances to the Service Engineers / technical persons and other employees for attending maintenance work at locations of the equipments rather they have to arrange it on their own.

8.19. **Eligibility Testimonial and records to be furnished** : The bidder should enclose the following records, duly self certified, in support of their bonafide:-

- a) Three years testimonials from not less than **three (3)** Govt. / Semi-Govt. / Public Sector Organisations / Public Sector Banks regarding their satisfactory performance of similar contract between 2015-16 to 2017-18. **(In Form 'A')**
- b) Copy of last **three Financial years** audited **balance sheet** and profit and loss account which should have annual turnover of Rs.50 crore (Rupees Fifty Crore) or more in repair & maintenance service in each year and should have been profitable. **(In Form 'B')**
- c) List of Professionally **qualified personnel** (hardware / software / network / engineering) of the vendor indicating at least **30 qualified personnel** on the rolls of the agency **(In Form 'C')**
- d) Copy of Certificate of registration / incorporation of the agency.
- e) Copy of Trade license as may be applicable.
- f) Copy of Income Tax Registration Certificate / PAN, GST Service Tax Registration.
- g) Copy of Allotment Letter of Code Nos. of ESIC & EPFO
- h) Escalation Matrix, (Name / Designation of persons if matter is not solved at Resident Engineer's Level to whom the matter may be forwarded by Engineer himself or ESIC), in accordance with clause 2.5(C) of Special Terms & Conditions for contract / scope of work of this contract.

- i) Copy of ISO Certification i.e. ISO 20000 etc. in service related to IT infrastructure repair and maintenance etc., **if any.**

In the absence of any of the aforesaid documents, the bids may not be accepted at the discretion of ESIC

8.20. Business name and constitution of tendering firm: if the firm registered under

- i) The Indian Companies Act, 1956
- ii) The Indian Partnership Act, 1932
- iii) Any other Act.

(Please give full name & address)

Date :

Place :

(SIGNATURE) (OFFICIAL SEAL)

SPECIAL TERMS & CONDITIONS FOR CONTRACT/SCOPE OF WORK

1. KEY DELIVERABLES / SCOPE OF WORK :

- 1.1. Provision of minimum 5(five) numbers of qualified Service Engineers, 3(three) at Regional Office, E.S.I. Corporation, Janpath, Bhubaneswar and 1(one) at ESIC Model Hospital, Rourkela besides the field Engineers / staff for onsite services mentioned hereunder, for the items given in Appendix-III. They will be assigned duties at the discretion of ICT Division, Regional Office, ESI Corporation, Bhubaneswar.
- 1.2. Call Management Services.
- 1.3. Desktops and peripherals Management Services.
- 1.4. Servers Management Services.
- 1.5. Network Management Services
- 1.6. Preventives and proactive Maintenance of equipments, including quarterly cleaning of outer parts /covers with appropriate noncorrosive cleaner and periodical testing of less used/idle/standby systems/peripherals.
- 1.7. UPS Management Services.
- 1.8. VOIP Maintenance
- 1.9. Diagnostic check up of the items/equipments which are under warranty, not under the AMC or otherwise.
- 1.10. Video Conferencing Management Services – Maintenance of all Video Conferencing Equipments.
- 1.11. Preventive and maintenance of existing earthing issues and recommending for resolution of same.

2. CALL MANAGEMENT SERVICES :

For online complaint procedure :

- 2.1 Providing a single point contact for escalation.
- 2.2 Maintain an updated on-line help-desk telephone number.
- 2.3 Problem escalation in case of service levels not adhered.
- 2.4 Identification and resolution of chronic faults and problems.
- 2.5 Implementation will be done as under :
 - (a) Logging of user calls and giving a ticket number.
 - (b) Tracking each call to resolution.
 - (c) Escalation of calls if necessary to get the same resolved.
 - (d) Monthly analysis of calls received and resolved.

OR

For on-site manual complaint procedure.

By stationed Services Engineer, as per the formats provided at sites, mapping the above procedure.

3. **DESKTOP AND PERIPHERALS MANAGEMENT SERVICES :**

- (a) Support for Win 2000/XP/Vista/7/8, Redhat/Suse Linux and Linux : Office 2000/2003/2007/2010/2012, Autocad and other software installed thereon.
- (b) Installation of upgradation of anti-virus software for version OS and System software.
- (c) Anti-virus support.
- (d) Printer Management.
- (e) Maintenance of all related Hardware including display/projection devices.
- (f) Maintenance of all offline/online UPSs.

4. **SERVER MANAGEMENT SERVICES :**

Vender shall perform the following Server-Administration activities for :

- (a) Support of Linux (Redhat/Suse)/UNIX/WINDOWS/MYSQL.
- (b) Server performances monitoring, fine-tuning and optimization.
- (c) Server diagnosing and problem resolution.
- (d) Server Applications and Configuration changes.
- (e) Understand and report performance bottlenecks.
- (f) Provider Server Up line Chart.
- (g) Printer Management.
- (h) Anti-virus related to system maintenance.
- (i) Desktop LAN connectivity.
- (j) Network Security.
- (k) Maintenance of all related Hardware including display/projection devices.

5. **NETWORK MANAGEMENT SERVICES : LAN MANAGEMENT :**

- I. Management of Router, Proxy Server, Switches, Hubs, I/O Ports / Boxes and cabling.
- II. Ensure complete connectivity of the computers with respective networks.
- III. Activity related to trouble shooting of connectivity related problem including
 - (a) Testing and verification related to Network Interface Card (NIC) being bad.
 - (b) Problem related to device drivers of NIC being corrupted.
 - (c) Verifying and testing version IP, IRQ and other ID issues related to NIC as and when required.
- IV. Identifying and trouble-shooting physical (NIC, UTP etc.) connectivity problems at the desktop (user) as well as the Hubs/Switches/Router ends i.e. giving point-to-point network connectivity solution, even crimping.

V. Identifying and trouble shooting of defective parts on the Hubs/Switches/Router.

VI. Ensuring print services for network printers.

6. **UPS MANAGEMENT SERVICES :**

- (a) Support for all types of listed UPS installed in the premises including guiding the staff for proper upkeep of UPSs.
- (b) Maintenance of all related UPSs including replacement of defective boards/circuits and connectors;
- (c) Preventive/proactive maintenance of UPSs including monthly cleaning of parts/covers with periodical testing of loss and idle stand by UPSs for its functional condition.

a) Support and maintenance for all VOIPs (Cisco make) installed in the premises.

6.1 **Video Conferencing Management Services :**

- (a) Support for all types of listed Video Conferencing items installed in the premises including guiding the staff and the proper upkeep of the same.
- (b) Maintenance of all related items including replacement of defective boards/ circuits and connectors;
- (c) Preventive/proactive maintenance of the projection items including monthly cleaning of parts/covers with periodical testing of loss and idle stand by UPSs for its functional condition.

7. **REPORT AND REVIEW:**

Process Documentation.

- (a) Call Register.
- (b) Call Summary.
- (c) Daily Call pending report.
- (d) Equipment log
- (e) Server information.
- (f) Engineer attendance report.

8. **OTHER CONDITIONS :**

8.1 The Annual Maintenance Contract includes preventive as well as corrective maintenance of all hardware and software components under AMC.

8.2 The agency shall depute required number of well-qualified and experienced Service Engineers with Computer/Hardware Engineering qualification (with minimum one year of experience in the field) and technical person(s) on each working day for attending to the routine maintenance related complaints. Besides, the Agency shall provide any other expert Engineer from time to time

as may be required, for assistance to on site hardware Engineers, in case the latter are not able to intervene and solve any complaints.

8.2.1. The repair/maintenance work will have to be carried out at the locations of the equipment except in exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such cases the standby arrangement shall have to be made by the contractor and in no way the working of computer shall be held up for want of any standby arrangement.

8.2.2. ESIC is at the full discretion to pre-informed visit(s) vendor's premises to check the capabilities of the vendor before and/or after award of tender.

8.2.3. ESIC is at the full discretion to interview the person(s) deputed as Service Engineers to assess the capabilities w.r.t. tender awarded.

8.3. AMC shall cover each 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 system. The replacement of all spares including plastic parts and body is included in the AMC except Projector Len(s), Printer Heads, Printer ribbons and Battery. The replacement of all defective parts with good quality and OEM branded parts will be done by the service provider without any extra Used/repaired parts of any other brand from any other source are not acceptable.

8.4. In case of need to replace any item/component, the agency shall provide original make genuine parts/components of similar or higher configurations.

8.5. The agency shall produce the Cash Memo's/Certificate/Document in proof of providing genuine components to replace the faulty ones; on demand.

8.6. The company shall ensure to abide by the copy right, intellectual property rights and other laws as may be applicable for providing any replacements for any malfunctioning the components/items/software under AMC and any violation of any legal requirement by the Agency in this regard shall lead to termination of the contract forthwith and forfeiture of security money. Besides, compliance to all legal requirements will be the responsibility of the agency and failure to do so would lead to consequences aforesaid **and the contractor will keep the corporation/customer indemnified against any liability which may arise on this account.**

8.7. **The company should satisfy / comply all the Government, statutory rules and regulations including all labour laws, minimum wages, ESI, EPF Act etc.**

9. **VALIDITY :**

9.1. **Subject to the general terms and conditions, special terms and conditions as well as other terms of the tender, the contract shall be valid for a period of one year from date of award and it may be extended by another term upto two years on the same terms & conditions and with the sole discretion of ESIC. Employees' State Insurance Corporation will have exclusive right to terminate the contract by giving one month's notice.**

9.2 The company has to give 3 month's notice before cancellation of the contract. Contravention of the same would lead to forfeiture of performance guarantee/ Security money alongwith all outstanding dues.

10. **STANDARD OF PERFORMANCE AND PENALTY FOR FAILURES :**

10.1. The agency will ensure 90 percent uptime in respect of desktop PCs, UPSs & printer and 99% uptime in respect of server & Projection Items. In case of **failure of the technical personnel** to attend on any working day, a penalty or **Rs.300.00 per working day** will be levied in addition to down time penalty for individual Hardware/Software as detailed below. The uptime will be computed on calendar month basis in a non-cumulative manner.

10.2. The **down-time penalty charges** if not rectified within 24 hours shall be as follows:

Sl. No.	Item	Amount (In Rs.)/day
1.	Server Systems(Hardware)	400.00
2.	Client (Desktop) systems (hardware)	250.00
3.	Laser/Deskjet printer	150.00
4.	Mouse	20.00
5.	Operating System/Application software for each server	400.00
6.	Operating system/Application software for each client	250.00
7.	Network switches/Router	500.00
8.	Node's network (each I/O Box)	10.00

9.	Plasma Screen	500.00
10.	CD/DVD Writer Drive	100.00
11.	Scanner	100.00
12.	Laptop (Hardware/software)	250.00
13.	UPS (500/700/800/1000 VA)	100.00
14.	UPS 5 KVA	500.00
15.	Projector	1000.00
16.	Amplifier	100.00
17.	Wireless cordless mike	50.00
18.	Wireless hand mike	50.00
19.	Motorized screen	250.00
20.	Switcher/multiplier/RF receiver	500.00
21.	VOIPs	150.00
22.	Any other IT Equipment / Item	250.00

10.3 In case of failure of the agency to rectify any of the defects within 7 days, ESI Corporation may get the same rectified at the cost and risk of the Agency.

10.4. If the agency repeatedly fails to rectify the faults for a period exceeding 7 days, apart from the repairs of their cost and risk as ibid, ESIC may terminate the contract of the agency forthwith and may forfeit the security deposit / bank guarantee.

10.5. The agency shall, in no case, replace any item/component with inferior item and if found doing so, the contract shall stand terminated forthwith and security deposit / bank guarantee shall be forfeited.

10.6. ESIC reserves the right to reject any or all the bids and cancel the tender without assigning any reason.

10.7. The calls will be received centrally and shall be provided daily to the concerned service engineer by the concerned official of ICT Division of the department or any designated/nominated branch and shall be attended immediately on receipt of the same. The firm shall maintain proper service Call sheets/Register which will be duly signed by the Engineer and the User of the equipment and Central Call Register shall be updated accordingly.

10.8. Computer power cables, printer port, chords and power cable etc. are also covered under AMC.

10.9. The service provider shall also be responsible for cleaning and removal of virus of any nature and should intimate in time/recommend licensed copy of latest Anti-Virus software with upgrades/updates facilities.

10.10. Department shall not be responsible for any use of unlicensed Anti-Virus software, if any, used by the service provider. The responsibility shall rest with the service provider for using unlicensed software.

10.11. Hard Disk, Logic Cards, SMPS, Mother Boards should not be repaired and shall be replaced with OEM branded parts/products only.

10.12. In case of failure in quarterly preventive maintenance, a penalty by way of 10% of total amount due for that quarter may be levied.

11. **PAYMENT TERMS** :

Comprehensive maintenance charges shall be payable to the service provider.

11.1. The comprehensive maintenance charges shall be payable to the service provider in four equal quarterly installments, paid at the end of each quarter of AMC period after deducting downtime charges/penalties, taxes if any.

11.2. Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC.

11.3. **No extra remuneration or any kind of TA / DA would be admissible for Resident Engineers / other employees and only the mutually agreed sum as per contract would be payable.**

12. **AGREEMENT** :

The selected vendor shall have to sign on standard agreement, on non-judicial stamp paper of appropriate value, containing details of terms and conditions after issue of letter of intent (LOI), to begin AMC. All the terms and conditions of this tender document shall deem to have been part and parcel of the agreement.

13. **COMMENCEMENT** :

1. The AMC shall be commenced by the selected agency from the effective date of commencement of AMC.
2. **All the systems and peripherals under AMC shall be jointly verified by the contractor and the customer and conditions of the same shall be noted on the date of commencement of AMC.**
3. In case any system/peripheral/component is found malfunctioning the same shall be pointed out to ESIC for rectification and the incumbent agency shall submit estimate for their pre-AMC repairs. The pre-AMC repairs shall be got done through and on cost and risk of concerned earlier maintenance agency, failing which, approval shall be granted to the incumbent agency for carrying out repairs of such items on cost basis as per estimate, and such items shall come under AMC forthwith after such repairs.

14. **SEVERANCE** :

At the time of termination of contract and of the contract period including extended period, if any, or otherwise, the agency shall tender back all the systems and peripherals and components under their AMC in good working condition failing which, the same would be got rectified at the Agency's cost and risk and sum may be recovered from the unpaid bill or security deposit or in case the same being higher as per the terms of the contract entered between the parties.

INDICATIVE DETAILS OF COMPUTERS, PRINTERS ETC. FOR A.M.C. DURING 2018-19

(Number of items may vary marginally on redistribution / un-serviceability, if any and shall be finalised by joint verification by both parties for the purpose of AMC).

The numbers shown below are indicative and may vary. Vendors are requested to visit the site for actual assessment before submitting quotes / bids.

<u>Part - 1</u> SERVER, PC ETC.	Quantity (Approx. in No.)	Rate per annum per item (including all Taxes, rates and duties, if any)	Total AMC Charges (per item)	Remarks / Verification
Linux host PC	131			
Linux Standalone	120			
Intel Dual Core Desktops (Windows)	120			
N Computing	556			
Document Printers	242			
Pehchan Card Printers	2			
Document Scanner	3			
Laptop	10			
Grand Total-1	1184			
<u>Part - 2</u> OTHER ITEMS	Quantity (Approx. in No.)	Rate per annum per item (including all Taxes, rates and duties, if any)	Total AMC Charges (per item)	Remarks / Verification
Plasma TV	8			
VOIP Phone	510			
Video Conference Device	8			
Pehchan Kit (scanner & camera)	10			

Grand Total - 2	536			
Part – 3 LAN	Quantity (Approx. in No.)	Rate per annum per item (including all Taxes, rates and duties, if any)	Total AMC Charges (per item)	Remarks / Verification
NODES I/O Boxes / Ports	1500			
Additional NODES (Per NODE rate)	--			
Switch	200			
Grand Total - 3	1700			
Part – 4 Type of UPSs	Quantity (Approx. in No.)	Rate per annum per item (including all Taxes, rates and duties, if any)	Total AMC Charges (per item)	Remarks / Verification
UPS 600 VA (Small)	213			
UPS (Big)	56			
Inverter	10			
Grand Total - 4	279			
Grand Total	3699			

N.B. **Number of above items** may vary due to operational reasons and **shall be jointly verified** and taken on record for AMC. Any item(s) may be added / deleted later on during the period of contract on the basis of functionality and final AMC Value will be calculated accordingly as the quantity mentioned above is an approximate figure.

Bidders are requested to quote all inclusive rates keeping in consideration the provision of Resident Engineers and other actual requirements. The items are likely to be increased, however, a provision of 10% may be taken into account.

The evaluation among the successful bidders for L1 would be decided on the basis of grand total of all items as indicated above.

Authorized Signatory

Appendix – IV (Forms)

I. FORM 'A' (Experience & Running Contracts)

Sl. No.	Name of Organisation (with Address and Phone Number)	Experience (For 3 years)		Nature of Experience
		From Date	To Date	
1.				
2.				
3.				
4.				
5.				
6.				

**Signature of the bidder or his authorized
representatives Seal of the company**

II. FORM 'B' (Turnover & Profitability)

Sl. No.	Financial / Accounting Year	Profit	Loss	Annual Turnover (from Repairs and Maintenance Services)	Total Turnover
1.	2015-16				
2.	2016-17				
3.	2017-18				

Signature of the bidder or his authorized representatives Seal of the company

III. FORM 'C' (Number of 30 professionally qualified employees)

		Qualification : (Please put a tick (√) mark in appropriate column)						
Sl. No.	Name	BE / B. Tech / MCAs / DOEACC 'B' Level	M.Sc.(IT / Comp.) / BCA / DOEACC 'A' Level	B.Sc. (IT/Comp) / PGDCA / DOEACC 'O' Level	Others (Pl. specify)	Addl. Qualification-1 CCNA, MCSE, MCSA, CNE etc. (Pl. specify)	Addl. Qualification-2 (Hardware etc.)	Remarks (working since)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
....								
29.								
30.								

Signature of the bidder or his authorized representatives Seal of the company

LIST OF LOCATIONS WHERE ITEMS ARE INSTALLED**REGIONAL OFFICE, BHUBANESWAR**

Sl. No.	Name of the Office	District
01.	Regional Office, ESI Corporation, Panchdeep Bhawan, Janpath, Bhubaneswar	Khurda

STATE ESI DIRECTORATE, BHUBANESWAR

Sl. No.	Name of the Office	District
01.	Directorate, ESI Scheme, Nayapalli, Bhubaneswar	Khurda

ESIC HOSPITAL

Sl. No.	Name of the Office	District
01.	ESIC Model Hospital, Jail Road, Rourkela-769004	Sundergarh

ESI HOSPITALS

Sl. No.	Name of the Office	District
01.	ESI Hospital, At-Choudwar, PO – Charbatia, Cuttack	Cuttack
02.	ESI Hospital, At/Po – Jaykaypur, Dist.-Rayagada	Rayagada
03.	ESI Hospital, Kansbahal, Dist.-Sundergarh	Sundergarh
04.	ESI Hospital, Near Hotel Mayfair, Nayapalli, Bhubaneswar	Khurda
05.	ESI Hospital, Brajrajnagar	Jharsuguda

ESIC BRANCH OFFICES, ODISHA REGION

Sl. No.	Branch Office Name	Address	Districts
01.	Angul	Branch Office, ESI Corporation, H/o Sri B. B. Biswal, Bada Bazar (Bhagabati Plot) At/Po-Banarpal, Dist.-Angul	Angul
02.	Balasore	Branch Office, ESI Corporation, H/o Dr. S. S. Acharya	Balasore

		(1 st Floor), At.- Ranipatna (Ranipatna Chhak), Near Veterinary Office	
03.	Bargarh	Branch Office, ESI Corporation, H/o Smt. Mamata Satpathy, Satpathy Villa, Khajurtikra, Ward No.10, Bargarh	Bargarh
04.	Bolangir	Branch Office, ESI Corporation, H/o- Sri Artratrana Babu, "Braja Bhumi", NH-224, At-Sudpada, PO/Dist.: Bolangir	Bolangir
05.	Choudwar	Branch Office, ESI Corporation, ESIC Complex, PO: Charbatia, Choudwar, Dist.-Cuttack	Cuttack
06.	Kalyaninagar / Jagatpur	Branch Office, ESIC, Besides Tahasil Office, Jagatpur	Cuttack
07.	Pithapur	Branch Officer, ESI Corporation, H/o- Dr. N. Banerjee, At-Pithapur, PO: Buxi Bazar, Dist.-Cuttack-753001	Cuttack
08.	TPM Area	Branch Office, ESI Corporation, ESI Complex, PO: Charbatia, Choudwar, Dist. Cuttack	Cuttack
09.	Dhenkanal	Branch Office, ESI Corporation, H/o Sri B. K. Pattnaik, At: Meena Bazar, Jagannath Road, PO/Dist.- Dhenkanal-27	Dhenkanal
10.	Berhampur	Branch Office, ESI Corporation, Dharmanagar, Main Road, Berhampur, Dist. - Ganjam	Ganjam
11.	Dhanmandal	Branch Office, ESI Corporation, Priya Complex, Chandikhol Chhak, Dhanmandal, Dist: Jajpur - 754024	Jajpur
12.	Jajpur Road	Branch Office, ESI Corporation, H/o Smt. Sipra Sahoo, Near Indira Gandhi Women's College, Dala Sankha Chhila Road, PO: Dala, Dist.: Jajpur-19	Jajpur
13.	Jharsuguda	Branch Office, ESI Corporation, ESI Complex, Bombay Chhak, PO/Dist. Jharsuguda	Jharsuguda
14.	Paradeep	Branch Office, ESI Corporation, At-Atharabanki, Qr. No.BB-11, Paradeep Port Trust, Dist.-Jagatsinghpur - 754010	Jagatsinghpur
15.	Barbil	Branch Office, ESI Corporation, Plot No.A/22, At: Kalinga Nagar, PO-Matkambada, Barbil-758928	Keonjhar
16.	Bhubaneswar	Branch Office, ESI Corporation, A/22, Near Railway Level Crossing, Saheed Nagar, Bhubaneswar - 751007	Khurda
17.	Khurda	Branch Office, ESI Corporation, H/o- Sri Krupasindhu Sahoo, Near New Bus Stand, Behind Syndicate Bank, Madhusudan Nagar, PO: Pallahat, Dist.-Khurda-752056	Khurda

18.	Jeypore	Branch Office, ESI Corporation, H/o Sri T. C. Patra (up-stair), Near Panchanan Temple, By-pass Road, Jeypore-764001	Koraput
19.	Puri	Branch Office, ESI Corporation, Sikhyasri Lane, Atharanala, Dist.- Puri-752002	Puri
20.	J. K. Pur	Branch Office, ESI Corporation, At/PO-J.K. Pur Dist.-Rayagada-765017	Rayagada
21.	Hirakud	Branch Office, ESI Corporation, At/Po: Hirakud Dist.: Sambalpur	Sambalpur
22.	Rajgangpur	Branch Office, ESI Corporation, At/PO: Rajgangpur, Dist.-Sundergarh - 770017	Sundergarh
23.	Rourkela	Branch Office, ESI Corporation, Near Govt. ITI, Jail Road, Rourkela-769004	Sundergarh
24.	Vedvyas	Branch Office, ESI Corporation, H/o – Sunny Chhabra, House No.107, First Floor, At-Brahmani Tarang, PO-Vedvyas, Rourkela	Sundergarh

ESI DISPENSARIES, ODISHA REGION

Sl. No.	Name of ESI Dispensary	Address	District
01.	Angul	ESI Dispensary, H/o Sridhar Dehury, At/Po - Nalco Nagar, Dist.-Angul	Angul
02.	Kaniha	ESI Dispensary, H/o : Rajkumari Agarwal, Plot No.- 513/3416, Patharmunda, NTPC, Kaniha, Dist.-Angul	Angul
3.	Chhendipada	ESI Dispensary, H/o : A. N. Pattnaik, Pitabali, Angul Basudevapur, Chhendipada	
04.	Balasore	ESI Dispensary, Samalpur, Tulasibihar, Near Delhi Public School, Dist.-Balasore	Balasore
05.	Balgopalpur	ESI Dispensary, At/PO-Remuna, Madipur, Balgopalpur, Dist.- Balasore-756019	Balasore
06.	Bardol	ESI Dispensary, At/PO- Bardol, Cement Nagar, Dist.-Bargarh	Bargarh
07.	Bhadrak (Randia)	ESI Dispensary, At/PO- Randhiahat, Via-Bhadrak, Dist.-Bhadrak	Bhadrak
08.	Bolangir	ESI Dispensary, At/PO- Sudpada, Dist.-Bolangir	Bolangir
09.	Choudwar	ESI Dispensary, At- Choudwar, PO-Charbatia, Dist.-Cuttack	Cuttack

10.	Jagatpur	ESI Dispensary, Besides Tahasil Offie, Jagatpur	Cuttack
11.	Khapuria	ESI Dispensary, At-Kalyaninagar, PO-College Square, Dist.-Cuttack -751013	Cuttack
12.	Rajabagicha	ESI Dispensary, Rajabagicha, PO-Jhanjirimangala, Dist.-Cuttack	Cuttack
13.	TPM Area, Choudwar	ESI Dispensary, At-TPM Area, PO – Daulatabad, Choudwar, Dist.-Cuttack	Cuttack
14.	Bhagatpur	ESI Dispensary, Bhagatpur, Ramgarh, Kotsahi, Tangi	Cuttack
15.	Khuntuni	ESI Dispensary, At: Rampei, Khuntuni	Cuttack
16.	Dhenkanal	ESI Dispensary, At-IFBL, PO - Station Road, Dist.-Dhenkanal	Dhenkanal
17.	Meramunduli	ESI Dispensary, At/PO – Meramunduli, Near BSNL Exchange, Dist.-Dhenkanal - 759121	Dhenkanal
18.	Aska	ESI Dispensary, At/PO- Aska, Near Spinning Mill, Dist.-Ganjam	Ganjam
19.	Berhampur	ESI Dispensary, At- Sarada Bhavan, Co-operative Colony, Kamapalli, Berhampur-4, Dist.-Ganjam	Ganjam
20.	Ganjam	ESI Dispensary, At/PO – Ganjam, Dist. Ganjam	Ganjam
21.	Paradeep	ESI Dispensary, PO-Atharbanki, Via-Paradeep Port, Dist.-Jagatsinghpur	Jagatsinghpur
22.	Dhanmandal	ESI Dispensary, At-Chandikhol, Sunguda, Dist-Jajpur	Jajpur
23.	Duburi	ESI Dispensary, At- Pankapal Bangla, PO-Pankapal Sasan, Dist-Jajpur	Jajpur
24.	Jajpur Road	ESI Dispensary, At/PO – Ferro Chrome Project, Jajpur Road, Dist.-Jajpur-20.	Jajpur
25.	Jharsuguda	ESI Dispensary, At/PO – Jharsuguda, ESIC Campus, Bombay Chhak, Dist.-Jharsuguda	Jharsuguda
26.	Barbil	ESI Dispensary, At/PO – Matkambada, Dist.-Keonjhar	Keonjhar
27.	Brahmanipal	ESI Dispensary, At/PO – Brahmanipal, Dist. - Keonjhar	Keonjhar
28.	Bhubaneswar	ESI Dispensary, Sahidnagar, Bhubaneswar-751007	Khurda
29.	Khurda	ESI Dispensary, At/PO – P.N. College, Khurda-3, Dist.-Khurda	Khurda
30.	Damanjodi	ESI Dispensary, Plot No.86/2127, Bhejaput, Damanjodi, Dist.-Koraput	Koraput
31.	Jeypore	ESI Dispensary, At-Nuasahi, 4 th Lane, PO-Jeypore, Dist.-Koraput	Koraput
32.	Baripada	ESI Dispensary, At-Palabani (In front of Labour Office),	Mayurbhanj

		PO – Baripada, Dist.-Mayurbhanj	
33.	Puri	ESI Dispensary, Puri, Datta Tota, Dist.-Puri	Puri
34.	Hirakud	ESI Dispensary, At/PO – Hirakud, Dist.-Sambalpur	Sambalpur
35.	Sambalpur	ESI Dispensary, At – Ninsir Road, LIC Colony, Near Singhpalli Chowk, PO-Sukama, Via – Ainthapalli, Dist.-Sundergarh	Sambalpur
36.	CISF Colony, Rourkela	ESI Dispensary, At: CISF Colony, PO-Bisra Chhak, Rourkela, Dist.-Sundergarh	Sundergarh
37.	FCI Colony, Rourkela	ESI Dispensary, At/PO-Upper Balijodi, Rourkela-16, Dist. Sundergarh	Sundergarh
38.	Kalunga	ESI Dispensary, At/PO – Kalunga, Dist.-Sundergarh	Sundergarh
39.	Kuarmunda	ESI Dispensary, At/PO – Block Road, Kuarmunda, Dist.-Sundergarh	Sundergarh
40.	Rajgangpur	ESI Dispensary, At/PO – Rajgangpur, Dist.-Sundergarh	Sundergarh
41.	Rourkela-4	ESI Dispensary, At/PO – Industrial Estate, Rourkela-769004, Dist.-Sundergarh	Sundergarh

Payment Related Instructions for Bidders

All bidders/contractors are required to procure Class-III B Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the ETenders.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer ->Tools ->

Internet Options -> Security -> Trusted Sites -> Sites of Internet Explorer :

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explorer ->

Tools -> Internet Options -> Advanced Tab -> Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

Addendum to Terms and Conditions

1. The contract shall be on a comprehensive maintenance service basis, no extra charge for any general wear and tear / spare parts, etc. shall be made by the ESIC except consumables, burnouts and physical damage. During the contract period it will be the responsibility of the Company to keep the equipment in perfect working order.
2. The repair works will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such cases the standby arrangement shall have to be made by the company and in no way the working of computer shall be held up for want of any standby arrangements.
3. The company is required to furnish signed copy of the enclosed terms and conditions of the AMC along with their tender offer. Successful bidders will have to deposit security-cum-performance guarantee, which will be equal to 10% of their bid amount in the form of FDR or Bank Guarantee in favour of "ESI Fund Account No.1" which will be valid for 18 months from the date of contract.
4. The company shall ensure to abide by the copy right, Intellectual Property Rights and their laws as may be applicable for providing any replacements for any malfunctioning of components / items/software under and any violation of any legal requirement by the agency in this regard shall lead to termination of the contract forthwith and forfeiture of security money. Besides ensuring compliance to all legal requirements will be the responsibility of the agency, failure to do so would lead to consequences aforesaid.
5. For any computer / peripherals etc. found on inspection by the agency, which require pre-AMC repairs, the agency shall submit estimate for approval and such peripherals would be counted for AMC only after pre-AMC repairs are done.
6. ESIC reserves the right to further add any item(s) as and when required under the same AMC with same rates and terms and conditions as mutually agreed between ESIC and the Company, the payment for which shall be made on Pro-rata basis.
7. For any computer / peripherals etc. found on inspection by the agency, which require pre-CASMC Repairs, the agency shall submit estimate for approval and such peripherals would be counted for CASMC only after pre-CASMC repairs are done.

Penalties and Other conditions are detailed below :

1. If this office feels that any of the electrical items, was not properly maintained / serviced by the Company or does not function for reasonable period after repairs, a suitable deduction from the bills will be made. The decision of ESIC as regards to the reasonableness of deduction will be final and binding on the Company.

2. ESIC may terminate the contract at any time without assigning any reason thereof, if the work of the Company is found to be unsatisfactory and ESIC will be at liberty to entrust the same to any other firm / company at the risk and expense of the defaulting Company. In this connection, the decision of ESIC shall be final and binding upon the Company.
3. In all matters of dispute relating to this contract, the decision of this office will be final and binding upon the Company.
4. While submitting the quotation, the bidder is deemed to have read, understood and accepted all the terms and conditions stated in this document and no change, whatsoever desired, will be entertained by ESIC.
5. In the event of the contractor failing to observe or perform any of the conditions of the work as set out herein or execute the work with regard to the material and printing quality to the satisfaction of and by the time fixed by the ESIC etc. in executing the work, the deposited money will be forfeited to the ESIC and the contract will be terminated immediately. The contractor shall be liable to make good the loss(es), if any, that may be suffered by the ESIC due to his / her action and / or omissions.

REGIONAL DIRECTOR