



Telephone: (08182) 275101,275105

Fax: (08182) 275102

E-mail: sro.shimogar@epfindia.gov.in

## कर्मचारी भविष्य निधि संगठन

### EMPLOYEES' PROVIDENT FUND ORGANISATION

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

#### SUB-REGIONAL OFFICE उप क्षेत्रीय कार्यालय

श्री कार्तिक प्लाजा, 2 रा तल, दुर्गागुडी मेन रोड, शिवमोगगा - 577 201.

Sree Karthik Plaza, 2<sup>nd</sup> Floor, Durgigudi Main Road, Shimoga-577 201

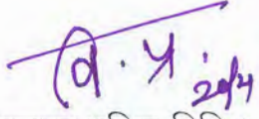
सं No. कर्नाKN/मंगMN/शिवSHG/Adm-10(Vol -II)/ 20/2017-18

दिनांक Date:19-04-2017

#### क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ शिवमोगगा के कार्यालय में अनुबंध के आधार पर हाउस कीपींग, डाटा एंट्री ऑपरेटर और सुरक्षा कर्मियों की तैनाती हेतु निविदा आमंत्रण सूचना

1. क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोगगा दो बोली सिस्टम अर्थात तकनीकी बोली और वित्तीय बोली के तहत, प्रतिष्ठित, अनुभवी और वित्तीय रूप से सशक्त सेवा प्रदाताओं से हाउस कीपींग, डाटा एंट्री ऑपरेटर और सुरक्षा कर्मी अनुबंध की तिथि से एक वर्ष की अवधि के लिए आउटसोर्स के आधार पर उपलब्ध कराने हेतु सीलबंद निविदाएं आमंत्रित करते हैं।
2. पूर्ण निविदा दस्तावेज कार्य की जानकारी और नियम एवं शर्तों के साथ ईपीएफओ की वेबसाइट [www.epfindia.gov.in](http://www.epfindia.gov.in) से डाउनलोड की जा सकती है या क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोगगा के कार्यालय से प्राप्त की जा सकती है। निविदा जमा कराने की अंतिम तिथि 03 मई 2017 को सायं 3.00 बजे तक होगी।
3. निविदा दस्तावेज शुल्क (गैर-वापसी योग्य) रू. 1000/- (रूपये एक हजार मात्र) डिमांड ड्राफ्ट/ पे ऑर्डर के द्वारा क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोगगा के पक्ष शिवमोगगा में देय होगा।
4. निविदाओं की वैधता निविदाएं खोलने की तारीख से 90 दिन होगी।
5. इच्छुक और योग्य सेवा प्रदाता निम्नलिखित श्रेणियों के कर्मियों के लिए अलग-अलग बोलियां जमा कर सकते हैं, जो सभी मानदंडों के अनुरूप सही हो व उसके साथ रू. 10000/- (रूपये दस हजार मात्र) की बयाना जमा राशि (इ.एम.डी) डिमांड ड्राफ्ट/ पे ऑर्डर के द्वारा क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोगगा के पक्ष शिवमोगगा में देय जमा कराना होगा।
6. ई.एम.डी. के बिना और समय सीमा के बाद निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी।
7. निविदाकर्ताओं की तकनीकी बोलियां क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोगगा के कार्यालय में 03 मई 2017 को सायं 4.00 बजे उनके अधिकृत प्रतिनिधियों की मौजूदगी में खोली जाएंगी, जो उपस्थित रहना चाहें।

8. क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोग्गा निविदा दस्तावेज में किसी भी नियम और शर्तों में संशोधन / रद्द करने का अधिकार रखता है या किसी भी सूचना के बिना या किसी भी कारण बताए बिना किसी भी या सभी निविदाओं को अस्वीकार कर सकता है। इस संबंध में क्षेत्रीय भविष्य निधि आयुक्त, ईपीएफओ, शिवमोग्गा का निर्णय अंतिम और बाध्यकारी होगा।
9. बोली प्राप्तकर्ता ई.पी.एफ.ओ, उ.क्षे.का./एस.आर.ओ, शिवमोग्गा और उसके अधिकारियों को इस लेनदेन के कारण होने वाले किसी भी नुकसान के प्रति एफेडेविट जमा कराना होगा।

  
सहायक भविष्य निधि आयुक्त  
उ. क्षे. का. शिवमोग्गा.



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## कर्मचारी भविष्य निधि संगठन

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

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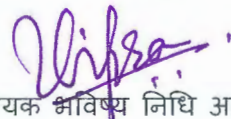
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सं No. कर्नाKN/मंगMN/शिवSHG/Adm-10(Vol -II)/ 20/2017-18

दिनांक Date:19-04-2017

**NOTICE INVITING TENDER FOR DEPLOYMENT OF HOUSE KEEPING, DATA ENTRY OPERATOR AND SECURITY PERSONNEL ON CONTRACT BASIS AT THE OFFICE OF THE REGIONAL PROVIDENT FUND COMMISSIONER**  
**EPFO SHIVAMOGGA**

1. The Regional P.F. Commissioner, EPFO Shivamogga invites sealed tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Provider for providing Housekeeping, Data Entry Operator and Security personnel on outsource basis for a period of one year from the date of contract.
2. The complete Tender Document with scope of work and terms & conditions can be downloaded from the website of EPFO i.e. www.epfindia.gov in or collected from the Office of the RPF, EPFO Shivamogga. The last date of submission of tenders will be 03.00 pm on 3<sup>rd</sup> May 2017.
3. Tender document fee (non-refundable) of Rs.1000/- (Rs. One thousand only) in the form of Demand Draft/ Pay Order in favour of Regional P.F. Commissioner, EPFO Shivamogga, payable at Shivamogga.
4. The validity of Tenders will be 90 days from the date of opening of Tenders.
5. The interested and eligible Service Provider may submit separate bids for the following categories of personnel, complete in all respects along with Earnest Money Deposit (EMD) of Rs.10000/- (Rupees Ten Thousand only) in the form of Demand Draft/Pay Order drawn in favour of Regional P.F. Commissioner, EPFO Shivamogga, payable at Shivamogga.
6. The tenders shall not be entertained without EMD and after the deadline under any circumstances whatsoever.
7. The Technical Bids of the Tenderers will be opened on 3<sup>rd</sup> May 2017 at 4.00pm in the Office of the RPF, EPFO Shivamogga in the presence of authorized representatives of the bidder who wish to be present.
8. The Regional P.F. Commissioner, EPFO Shivamogga reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Regional P.F. Commissioner, EPFO Shivamogga in this regard shall be final and binding on all.
9. The successful bidders shall also provide an affidavit indemnifying the EPFO, SRO, Shivamogga and its officials towards any loss caused due to this transaction.

  
सहायक भविष्य निधि आयुक्त  
ASSISTANT P.F.COMMISSIONER,  
उ क्षेत्र का शिवमोग्गा SRO SHIVAMOGGA



PROFORMA FOR FINANCIAL BID

(To be enclosed in a separate sealed envelope)

No. ....

Date : \_\_\_\_\_

The Regional P F Commissioner, EPFO Shivamogga  
Employees PF Organization, Shivamogga

Sub: Financial bid for providing Housekeeping and Security Guards

Sir

With reference to your tender Notice No. ....dt ..... on the subject mentioned above, I/We quote the rate, including the service charges and service tax for above mentioned work as under:

Sl. No	Component of Rate	House Keeping	Data Entry Operator	Security Guard
1.	Monthly Rate (per head per month)#			
2.	EPF @ 13.61 % of Sl. No.1			
3.	ESI @ 4.75 % of Sl.No.1			
4.	Administrative Charge/ Service Charge			
5.	Any other charges			
6.	<b>Total Col. 1 to 5</b>			
7.	Service Tax %			
8.	<b>Gross Total (Sl. No. 1 to 7)</b>			
9.	Daily Rate (per head) per person			

# The minimum wage should be in conformity with the latest minimum wages notified by Labour Department Government of Karnataka/ Ministry of Labour and Employment, Govt. of India.

\$ All the above rates shall be in both words and figures.

Note:

1. All rates to be quoted in Indian Rupees only
2. No column should be left blank.
3. The rates quoted by the tendering Service Provider should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

I/ We accept all the terms and conditions.

Date:  
Place

Signature of authorized signatory of the  
Tenderer with his/her names and designation and seal of the firm

### Scope of Work and General Instruction for Tenderers

1. Office of the Regional PF Commissioner, Shivamogga (EPFO Shivamogga) requires the services of a reputed, well established and financially sound Manpower Service Provider registered with appropriate authorities for providing manpower to perform jobs assigned to outsource/contract staff and should provide a copy of the Certificate of Incorporation. The Service Provider should provide an undertaking that they shall comply with all relevant statutory norms like minimum wages, Employees' Provident Fund, Employees State Insurance and Service tax etc.
2. This Office of the RPFC, EPFO Shivamogga has tentative (initial) requirement of the number of persons, category wise as given below:

Sl No.	Category	Approximate requirement
1	House Keeping staff	02
2	Data Entry Operators	03
3	Security Guards	03

3. However, the number may be increased or decreased on the option of EPFO Shivamogga.
4. The contract is likely to commence from 01.04.2017 and would continue for a period of one year.
5. Past experience and SATISFACTORY performance of similar work done for the Departments of the Government of India/Statutory Bodies/PSUs/ Private Sectors for last three years. (A list of such organizations being served and a certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ Private Sector may be provided). The reputation/track record of the bidder will also be verified by EPFO Shivamogga.
6. The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed one such work where it has provided at least 30 persons in one organization during the last 3 years. The name/s of such organizations along with number of persons deployed may be submitted.
7. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
8. The Service Provider shall submit an affidavit stating that the Service Provider is not / has not been black listed by Central/State Government/ any PSUs/Private Sector at any point of time.
9. The Service Provider should be registered with Income Tax and Service Tax authorities.
10. The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
11. The Service Provider should preferably have an Office in Shivamogga.
12. The turnover of the firm during the last 3 financial years should not be less than Rs. 50 Lakhs per annum from similar services and the Service Provider should have earned profit during the last three years.
13. Service provider should have its own Bank Account.
14. Persons deployed by the service provider shall not be less than 18 years of age.
15. The Service Provider should not have default in payment of statutory dues like EPF/ESI/ Service Tax and Income Tax etc.
16. If the Service Provider quotes NIL charges/ consideration, the Bid shall be treated as unresponsive and will not be considered.

**Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.**

TECHNICAL BID

Application for providing of outsourced Housekeeping Personnel and Security Staff

1. Name of the tendering Service Provider/ Firm/ Agency
2. Registration No,
3. Name of the proprietor / Director of the Service Provider/ Firm / Agency
4. Full address of Office of the RPFC, EPFO Shivamogga
5. Telephone Number & Fax Number
6. E-mail address
7. PAN Number
8. Service Tax Number
9. EPF Registration Number
10. ESI Registration Number
11. Financial turnover of the tendering Service Provider/ Firm/Agency for the last 3 years
- 12.

Financial Year	Amount Rs. Lakhs	Remarks, if any
2016-17		
2015-16		
2014-13		

13. Details of last 3 years' experience in providing manpower with numbers of Government Departments/ PSU/ Statuary bodies/ Autonomous bodies. Please attach a certificate of Satisfactory performance from the concerned Government Departments/ PSU/ Statuary bodies/ Autonomous bodies/ Private Sector.

14. A certificate that the service provider have not been defaulted in payment of EPF/ESI/ Service Tax /Income tax and all statutory dues etc.

15. Affidavit stating that the Service Provider is / has not been black listed by any Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.

Name of the Office	Category of manpower	Duration of contract	Amount of contract	No. of persons deployed

16. Details of Earnest money

Amount	DD/ Pay order no.	Date	Name of bank
Rs. 10,000 (Rs. Ten Thousand Only)			

Remarks

Date :

Signature of the authorized person (s) with seal



DECLARATION

I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_

Proprietor/Director, and authorized signatory of the \_\_\_\_\_ (Service Provider),  
mentioned above, is competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place:

PROFORMA FOR FINANCIAL BID

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No. ....

Date \_\_\_\_\_

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Employees PF Organization, Shivamogga

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4.	Administrative Charge/ Service Charge		
5.	Any other charges		
6.	<b>Total Col. 1 to 4</b>		
7.	Service Tax %		
8.	<b>Gross Total (Sl. No. 1 to 7)</b>		
9.	Daily Rate (per head) per person		

# The minimum wage should be in conformity with the latest minimum wages notified by Labour Department Government of Karnataka/ Ministry of Labour and Employment, Govt. of India.

\$ All the above rates shall be in both words and figures.

Note:

4. All rates to be quoted in Indian Rupees only
5. No column should be left blank.
6. The rates quoted by the tendering Service Provider should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

I/ We accept all the terms and conditions.

Date:

Place

Signature of authorized signatory of the  
Tenderer with his/her names and designation  
and seal of the firm



## General Terms and Conditions of the Tender

### A. General

1. Payment Terms: The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in EPFO Shivamogga. The payment shall be made through RTGS/NEFT/ECS. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.
2. Payment of salary by Service Provider: The Service Provider shall ensure that the salary to the persons so employed is made by 7th day of the succeeding month at least @ Minimum wages, including the Dearness Allowance, notified by the Government of Karnataka from time to time. The payments shall be made by bank transfer only to the accounts of the outsourced employees.
3. Income Tax: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by EPFO Shivamogga.
4. Penalty Clause: The service provider shall send the requisite number of persons within stipulated time after requisition from the RPFC. In emergent cases, such as the person deployed falls sick or is not able to attend the Office of the RPFC, EPFO Shivamogga for the reason beyond his control, the Service Provider shall deploy a suitable substitute. If the service provider fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the EPFO, Shivamogga on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency for deployment of that person, on pro-rata basis for the first ten days from the date of absence of the person from duty will be made. In case the Service Provider fails to provide suitable substitute(s) within a day, additional penalty @ 1% of the total wage bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by Competent Authority in EPFO Shivamogga, which will be final and binding on the Service Provider.
5. Termination of the Contract: In case of any material violation of any of the terms and conditions by the Service Provider, the Office of the RPFC, EPFO Shivamogga reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority in the EPFO SHIVAMOGGA will be final and binding.
6. Revision of wages: In case of revision in minimum wages, in writing, by Government of Karnataka/Ministry of Labour and Employment, Government of India, the corresponding revised rates shall be payable by the EPFO SHIVAMOGGA after the approval of Competent Authority in the EPFO SHIVAMOGGA.

7. Statutory obligations: The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 10 days of the date of the award of the contract. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 10 days, the contract shall automatically stand terminated and earnest money/ performance security deposited by the service provider will stand forfeited unless condoned by EPFO SHIVAMOGGA and the Office of the RPFC, EPFO Shivamogga shall be at liberty to recover losses, if any, from the Service Provider.
8. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the Office of the RPFC, EPFO Shivamogga shall not be a party to any dispute arising out of such deployment by the contractor.
9. Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct or otherwise or later if any. Service will be ceased with immediately effect, if any employee deployed by the service provider found in such activities.
10. Place of Duty, Working Hours and Punctuality.
  - a. The Office of the RPFC, EPFO Shivamoggais presently housed at Sri Karthik Plaza, Durgigudi Main Road, Shivamogga. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of Office of the RPFC, EPFO Shivamogga. No extra liability on this account will be borne by EPFO SHIVAMOGGA.
  - b. The working hours of the Office of the RPFC, EPFO Shivamogga will be from 09.30 a.m. to 6.00 p.m.
  - c. The personnel deployed shall work from 09.00 A.M. to 05.30 P.M. on all working days and the Security personnel shall be deployed 24X7 in shifts of 8 hours.
  - d. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
  - e. If need arises, the outsource staff shall have to sit late or come early or attend the Office of the RPFC, EPFO Shivamogga even on Saturday/Sunday/Gazetted Holidays (as per work requirements).
  - f. Bidders must quote rates for eight hours' duty.
12. The responsibility of statutory/compulsory deductions like EPF/Income Tax/Service Tax etc. will be of the service provider. No extra payment shall be made by the Office of the RPFC, EPFO Shivamogga.
13. The copies of appointment letter issued to the personnel deployed in the Office of the RPFC, EPFO Shivamogga shall be provided to the Office of the RPFC, EPFO Shivamogga.
14. The Service Provider before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the Office of the RPFC,



EPFO Shivamogga. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Office of the RPF, EPFO Shivamogga and a copy of such certificate should be made available to the EPFO SHIVAMOGGA at the time of deployment. The Service Provider will also ensure that the personnel deployed are medically fit.

15. The Service Provider will provide to the Office of the RPF, EPFO Shivamogga a list of all personnel so deployed with permanent and present address along with their latest photographs and details.
16. The Service Provider shall be responsible for all acts of Office of the RPF, EPFO Shivamogga and omission on the part of the manpower engaged for the purpose. The Office of the RPF, EPFO Shivamogga shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
17. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Serviced Provider ensure that all its employees invariably wear ID card during Office of the RPF, EPFO Shivamogga hours.
18. The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the Office of the RPF, EPFO Shivamogga.
19. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
20. The Service Provider shall replace within twenty-four hours any of its personnel, if they are unacceptable to the Office of the RPF, EPFO Shivamogga because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Office of the RPF, EPFO Shivamogga. Notwithstanding above, the Office of the RPF, EPFO Shivamogga has the right to ask to change/replace the personnel at any point of time without assigning any reason.
21. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
22. The Office of the RPF, EPFO Shivamogga shall not be liable for any loss, damage, theft,



burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.

23. The Service Provider shall be responsible for any damages done to the property of the Office of the RPFC, EPFO Shivamogga by the personnel so employed. EPFO SHIVAMOGGA will be free to recover it from the security deposit given by the Service Provider or from any other dues.
24. The Service Provider's personnel working in the Office of the RPFC, EPFO Shivamogga should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office of the RPFC, EPFO Shivamogga. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
25. The Service Provider shall ensure proper conduct of his persons in the Office of the RPFC, EPFO Shivamogga premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
26. The Service Provider's personnel shall not divulge or disclose to any person, any details of Office of the RPFC, EPFO Shivamogga, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
27. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the Office of the RPFC, EPFO Shivamogga under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this Office of the RPFC, EPFO Shivamogga.
28. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the Office of the RPFC, EPFO Shivamogga.
29. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the Office of the RPFC, EPFO Shivamogga will not entertain any claim in this regard.
30. The Service Provider shall be contactable at all times and message sent by Phone/e-mail/Fax/Special Messenger from the Office of the RPFC, EPFO Shivamogga to the Service Provider shall be acknowledged immediately on receipt on the same day.

31. The Service Provider shall intimate a coordinator, who would be responsible for immediate interaction with EPFO Shivamogga so that optimal services of the persons deployed by the Service Provider could be availed without any disruption.
32. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the EPFO SHIVAMOGGA.
33. Arbitration: Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where the RPFC or his/her nominee will be the Sole Arbitrator.
33. The RPFC Shimoga reserves right to terminate the contract at any point of time after giving a week's notice to the contracting Service Provider.
34. The contracting Service Provider shall ensure that the manpower deployed in the Office of the RPFC, EPFO Shivamogga conforms to the eligibility conditions and age prescribed etc. in the Tender Document.
35. The selected Service Provider shall ensure that the attrition rate of manpower will not exceed more than 5% in a year. The selected Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons.
36. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Office of the RPFC, EPFO Shivamogga. The persons deployed by the Service Provider in EPFO Shivamogga shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against
37. The person deployed by the Service Provider shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.
38. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purpose.

**B. FRAUD AND CORRUPT PRACTICES**

39. The tenderer applicant and their authorized representatives, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
40. Notwithstanding anything to the contrary contained herein, the Office of the RPFC, EPFO Shivamogga may reject a tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer has, directly or indirectly or through

an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

41. Without prejudice to the rights of the EPFO under Clause 39 hereinabove, if a tenderer is found by the Office of the RPFC, EPFO Shivamogga to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice-including bringing external influence of any kind, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by EPFO SHIVAMOGGA.

42. For the purposes of this Clause 39, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process or bringing external influence including political influence;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**C. LEGAL**

43. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in OFFICE OF THE RPFC, EPFO SHIVAMOGGA. The



Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.

44. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to EPFO SHIVAMOGGA to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
45. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of OFFICE OF THE RPFC, EPFO SHIVAMOGGA or any other authority under law.
46. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by the OFFICE OF THE RPFC, EPFO SHIVAMOGGA.
47. In case, the tendering Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the EPFO SHIVAMOGGA is put to any loss, obligation, monetary or otherwise, the EPFO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
48. The Service Provider will keep the Office of the RPFC, EPFO Shivamogga informed about any amendment in the concerned law/rules from time to time.

**D. FINANCIAL**

49. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 10,000/= (Rupees Ten Thousand only) in the form of Demand Draft/ Pay Order drawn in favour of Regional Provident Fund Commissioner, Shivamogga failing which the tender shall be rejected out rightly.
50. The EMD in respect of the Service Provider which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest after awarding the work to the successful bidder and entering into contract. Further, if the Service Provider fails to deploy manpower against the initial requirement within 10 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
51. The Outsourced manpower to be hired shall be paid at least at the rate of minimum wages per month as per Govt. of Karnataka's Minimum Wages Act plus obligatory payments towards EPF/ESI/Service Tax etc., as applicable.
52. The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 05 days of the receipt of the formal order/signing

of agreement. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of REGIONAL PF COMMISSIONER, SHIVAMOGGA or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider but hypothecated to the REGIONAL PF COMMISSIONER, SHIVAMOGGA. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

53. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by the RPFC, EPFO Shivamogga of India besides annulment of the contract.
54. The Service Provider shall raise the bill, along with attendance sheet duly verified by the Competent Authority at the Office of RPFC Shivamogga, in respect of personnel deployed in EPFO SHIVAMOGGA in the first week of the succeeding month.
55. The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the EPFO SHIVAMOGGA.
56. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Regional PF Commissioner, EPFO Shivamogga for arbitration, whose decision shall be final and binding on the parties.
57. Regional PF Commissioner, Shivamogga reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**E. EVALUATION CRITERIA**

58. The evaluation committee will be constituted by the Office of the RPFC, EPFO Shivamogga to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal.
59. Financial bids will remain unopened for those Agencies which fail to meet the minimum technical criteria. Financial bids of those Service Providers qualifying the technical criteria shall only be opened. Thereafter the total prices read aloud and recorded.