

कर्मचारी भविष्य निधि संगठन EMPLOYEES' PROVIDENT FUND ORGANISATION

श्रम एवं रोजगार मंत्रालय, भारत सरकार

Ministry of Labour & Employment, Govt. of India क्षेत्रीय कार्यालय. अंबल्तूरREGIONAL OFFICE, AMBATTUR आर40,ए-1, टी एन एच बी कार्यालय एवं विक्रय परिसर. मुगप्पेर पूर्व. चेन्नै-600037

R-40,A-1,TNHB Office-cum-shopping Complex, Mugappair East, Chennai-600037 दूरभाष /Telephone : 26350080 Extn 100 फैक्स/Fax: 26350544E-mail: admin.ambattur@epfindia.gov.in

संतना/क्षेका-अंब/सीटी/ एएमसी- हाउसकीपिंग /2018 TN/RO/AMB/CT/AMC-Housekeeping/2018

09.07.2018

निविदा के लिए नोटिस NOTICE INVITING TENDER

कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, अंबत्तूर द्वारा इसक क्षेत्रीय कार्यालय, मुगप्पायर, चेन्नई-600037 हेतु एक वर्ष के अविध के लिए हाउसकीपिंग सेवाएं उपलब्ध कराने हेतु अनुबंध श्रम नियमन एवं उन्मूलन अधिनियम, 1970 के अधीन लाइसेन्स प्राप्त, सुरक्षा सेवा के व्यापार में प्रख्यात स्थापना / कंपनी / संगठन से मुहरबंद लिफाफे में निविदा आंमत्रित किया जाता है। शर्त एवं नियम सहित निविदा प्रपत्र को www.epfindia.gov.in वेबस.इट से डाउनलोड किया जा सकता है। दिनांक 30.07.2018 को 1.00 बजे अपराह्न तक निविदा प्रस्तुत किया जा सकता है।

Employees Provident Fund Organisation, Regional Office, Ambattur invites tender in sealed covers from reputed experienced and registered Agencies/Firms/Companies/Institutions having valid license under Contract Labour Regulation & Abolition Act, 1970 for providing House Keeping services to its Regional Office, Mugappair, Chennai- 600037 on contract basis for a period of one year. For downloading tender forms along with the terms and conditions, please visit the website www.epfindia.gov.in. The last date for receipt of Tender is 30.07.2018 by 1:00 PM.

(के विश्वनाथन/K VISWANATHAN)

सहायक भविष्य निधि आयुक्त (सीटी)

Assistant PF Commissioner (CT)



कर्मचारी भविष्य निधि संगठन

EMPLOYEES' PROVIDENT FUND ORGANISATION

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

क्षेत्रीय कार्यालय, अंबल्त्र REGIONAL OFFICE, AMBATTUR

आर40,ए-1, टी एन एच बी कार्यालय एवं विक्रय परिसर, मुगप्पेर पूर्व, चेन्नै-600037 R-40,A-1,TNHB Office-cum-shopping Complex, Mugappair East, Chennai-600037

दूरभाष /Telephone : 26350080 Extn 100 7फैक्स/Fax: 26350544E-mail: admin.ambattur@epfindia.gov.in

TN/RO/AMB/CT/AMC-House Keeping/2018

09.07.2018

Notice Inviting Tender for Engaging Housekeeping Services

Employees Provident Fund Organisation, Regional Office, Ambattur invites sealed tenders from reputed experienced and agencies/Firms/Companies/Institutions having valid license under Contract Labour Regulation & Abolition Act, 1970 for engagement of House Keeping services for its Regional Office Premises located at Mugappair, Chennai – 600 037 on contract basis for a period of one year. The terms and conditions of tender procedure are as under.

| 1 | Earnest Money Deposit | | Rs. 75,000/- |
|---|------------------------------------|---------|--------------|
| 2 | Last date of submission of tenders | 1 PM on | 30.07.2018 |
| 3 | Opening of Technical Bid | 3 PM on | 30.07.2018 |
| 4 | Opening of Financial Bid | 4 PM on | 30.07.2018 |

TENDERING PROCESS

Tender is invited in two parts i.e. (1) qualifying bid and (2) financial bid. The tender form for qualifying bid prescribed in Annexure-I and the tender form for the financial bid prescribed in Annexure-II filled in all respects should be enclosed in **two separate sealed covers** and both these sealed covers must be put inside **a single sealed cover** and should reach the Regional Provident Fund Commissioner, R-40/A-1, TNHB Office cum Shopping Complex, Mugappair, Chennai – 600 037, **on or before** 30.07.2018 by 3.00 pm either by SPEED POST/REGD.POST or by personal delivery in the Tender Box kept for this purpose at Regional Office, Chennai. The tenders received after this deadline under any circumstances whatsoever will not be entertained.

The inner sealed covers shall be super scribed with "Qualifying Bid" and "Financial Bid" separately and outer sealed cover shall be super scribed with "Bid - Contract for Engagement of Housekeeping Services for EPFO". The Tenders will be opened by the Tender Evaluation Committee of Officers of EPFO on 30.07.2018 at 03:00 p.m. in the presence of bidders in the office premises of Regional Office, Ambattur.

The qualifying bids will be scrutinised by the Committee to shortlist the eligible bidders and thereafter the financial bids of the short listed bidders will be opened. Earnest Money Deposit of Rs.75,000/-(Rupees Seventy Five Thousand on I y) per application in the form of Demand Draft / Banker's Cheque of Nationalised Bank drawn in favour of "The Regional Provident Fund Commissioner, Ambattur" should accompany the qualifying bid. EMD in any other form is not acceptable. No interest

is payable on the EMD to either the successful tenderer or the unsuccessful tenderer. Qualifying bids without Earnest Money Deposit will summarily be rejected. However, the exemption for submission of EMD is available to the agencies registered under Single Point registration scheme of NSIC and for the agencies under "Public Procurement Policy for Micro & Small Enterprises (MSME's) as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 26.03.2012 and any other government notification.

EMD will be forfeited in case the eligible bidder withdraws during the tender selection process. The EMD of the unsuccessful bidders will be returned immediately after scrutiny of the proposals. Tender without documents, as above/incomplete tenders are liable to be rejected.

The Tenderers should ensure that the qualifying Bid contain: Annexure - I (duly filled-in), EMD for Rs. 75,000/- . All the required documentary proof (all pages signed) Signed copy of Terms and Conditions.

Similarly the financial Bid should contain the duly filled in Annexure – II and Annexure III. The Regional Provident Fund Commissioner, Regional Office, Ambattur reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

(K VISWANATHAN)
Assistant Provident Fund Commissioner (CT)

TECHNICAL REQUIREMENTS

- 1 The Bidder may be a proprietary firm, partnership firm, limited company, corporate body legally constituted and registered who possess the required licenses, registrations etc as per law valid for at least 12 months from the date of opening of tender and should submit proof thereof.
- 2 The bidder shall have at least 5 years experience of providing Housekeeping Services in State Government / Central Government /PSU/Autonomous Body under Government/Govt Institutions/Educational Institutions. The list of clients along with copy of the work order from 3 major clients in which the agency worked should be attached.
- 3 The bidder should have at least 50 employees on its roll, for which documentary evidence should be produced along with quotation. They should also submit proof of EPF remittances for such employees for the last 3 months.
- 4. The bidder should have successfully completed at least three similar works, in which the total annual value of billing not less than Ps.40 rakins in the past three years in State/Central Government/ PSU/ Autonomous Body under Central Government/ Govt. Institutions/ Educational Institutions of repute and to produce Performance Certificate for the same.
- 5 The average annual financial turnover of the bidder during the last 3 years ending 31st March,2018 should be minimum **Rs.75 lakhs**.

- 6 The bidder should have an office at Chennai and there should be no case pending with Police against the Proprietor/Firm/Partner or the Company (Agency).
- 7 The tenderer should furnish the following information with documentary evidence along with Technical Bid.
 - i) Company profile indicating the details of address, website, fax, email address, telephone both land line and mobile numbers
 - ii) EPF registration details
 - iii) ESI registration details
 - iv) GST Registration Number, PAN Number
 - v) Valid Contract Labour Licence issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 30 days(thirty) of award of the work.
 - vi) Banker's name and address
 - vii) Balance sheet and IT returns for the last three years
 - viii) List of clients including the name of the contact person & tel. numbers
 - x) A self attested affidavit stating that the partners of the firm or sole proprietor or company have never been blacklisted by any Government Department. They should also certify that there is no Police case/enquiry pending against them and /or ever been punished by the Hon. Court (The submission of the bid without the documents mentioned above is liable for rejection. If the tenderer gives wrong information deliberately to create conditions for acceptance of the tender, the tender/bid is liable for rejection)
- The bidder should submit Earnest Money Deposit (EMD) by way of Demand Draft of Rs.75,000/- (Rupees Seventy Five Thousand only) drawn in favour of "The Regional Provident Fund Commissioner, Ambattur" along with the quotations failing which the tender will be outrightly rejected. EMD in any form other than stated above shall not be accepted.
- The successful bidder of the contract has to submit a Security Deposit (Performance Guarantee / Security) @ 10% of the total value for one year either by way of Fixed Deposit or Bank Guarantee Receipt within 15 days from the day of award of the contract. The Performance Guarantee will be refunded after completion of the contract period.
- In case of breach of any terms and conditions attached to this contract, the performance security deposit of the agency will liable to be forfeited by this organisation besides annulments of the Contract.
- A Team of officials from EPFO will visit the sites of the Contractor, if felt necessary to inspect the present contract(s) for on-the-spot first hand information.
- All tenderers are advised to visit the site and inspect the duty points and acquainting themselves with the proposed work to be carried out before submission of their tenders during office hours with prior appointment.
- All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached.

No overwriting is permitted in the Financial Bid Form and any correction should be attested by the authorised signatory. Under any circumstances correction fluid should not be used in the Financial Bid.

MANPOWER REQUIREMENT

The manpower requirement of EPFO is 9 Housekeeping Staff_to be deployed at its Regional Office, Ambattur. The requirement of this office may increase/decrease or cease during the contract period and the contracting agency should increase/reduce or cease the requirement accordingly.

NATURE OF HOUSE KEEPING WORKS IN THE REGIONAL OFFICE PREMISES

I) DAILY ATTENTION:

- 1. Housekeeping of the entire Office Building and its premises (including roof, parking, recreation club and open area) cleaning shall be completed daily between 7.00 a.m. and 4.00 p.m. Rooms, Cabin and Conference Hall shall be cleaned before 9.00 a.m.
- 2. Cleaning and mopping of the floor should be done by fiber mope/sponge mope using detergents mixed with perfumed phenyl.
- 3. Carpets shall be cleaned with vacuum cleaners only. No brooms shall be used.
- 4. Cleaning/dusting should be done daily on the following things:
 - i) Work stations (ii) Chairs & Stools (iii) Trays (iv) Telephone (v) Racks (vi) Sofa Sets (vii) Computers (viii) Cub-Boards (ix) Filling Cabins (x) Dust Bins (xi) Storage Cub-Boards (xii) Compactors (xiii) any other equipments.
- 5. Daily Brushing/Sweeping and cleaning the main staircase with long handle Fiber mop.
- 6. Wet cleaning and drying of the toilets should be done for at least twice a day, there should not be any stains on the pots and basins and foul smell.
- 7. Availability of sanitary materials such as Naphthalene Balls, Odonil, Liquid soap (soap, Freshner, Toilet Paper, Towel and Covered Waste Basket) inside the toilet should be made available. The cost would be borne by EPFO upon submission of materials and invoices.
- 8. Perfumed disinfection spray should be sprayed daily in the rooms, cabins and sitting area for staff.

II) WEEKLY ATTENTION:

- 1. Cleaning of window glasses, glass panes and doors.
- 2. Cleaning of lights and fans etc.

- 3. Cleaning of the blower part and area around the Air-conditioner.
- 4. Cleaning of Venetian Blinds.
- 5. Polishing of brass wares.
- 6. Sweeping and mopping of fire escape stairs.
- 7. Removing stains from the painted wall edges, furniture etc.
- 8. Removal of cob-webs wherever they exists.

III) MONTHLY ATTENTION:

- 1. Cleaning of windows from outside with soap and water.
- 2. Sweeping and dusting of entire Ceiling Walls, Pillars and partitions with Vacuum cleaners only.
- 3. Sweeping and cleaning with Vacuum cleaners by shifting the furniture etc.
- 4. Cleaning and dusting of racks by removing files and papers and replacing the same in order.
- 5. Cleaning and removing stains from refine or leather sofa, chairs with necessary chemicals.
- 6. Wet cleaning the terrace of both building with soap water.

GENERAL TERMS AND CONDITIONS FOR ENGAGEMENT OF HOUSEKEEPING SERVICES

- 1.1 The Contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- 1.2 The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 1.3 For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services. The manpower deployed by the contracting agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o Employees' Provident Fund Organization, Regional Office, Ambattur, Chennai-600 037.
- 1.4 The persons deployed by the agency shall not claim nor shall be entitled to pay, perks and other facilities which are admissible to casual, ad hoc, regular/confirmed employees of this office during the currency or after expiry of the contract.
- 1.5 In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office.
- 1.6 The EPFO will not be responsible to meet transportation, food, medical or any claims arising out of accidents during the course of employment and any other requirements in

respect of the persons deployed by it (Agency) in this office except for the payment provided for, in this contract.

- 1.7 The agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issue whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contracting agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 1.8 The Regional Provident Fund Commissioner-I, Regional Office, Ambattur Chennai, reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting agency.
- 1.9 The period of contract will be for a period of One Year and shall be extended for a period of one more year on the same terms and conditions on mutual agreement of both the parties on satisfactory completion of the period, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of personnels deployed, breach of contract, reduction or cessation of the requirements of work.
- 1.10 A senior level representative of the contracting agency shall visit the EPFO premises at least once-a-week and review the service performance of its personnel and also meet the authorized official of EPFO for mutual feed back regarding the performance of their personnel and removal of deficiencies, if any, observed in their working.
- 1.11 Any personnel engaged by the Agency if found indulging in illegal and intolerable activities will be handed over to the police or any other, action deemed fit against him will be taken after due intimation to agency. Agency shall be solely responsible for the conduct and behavior of persons deployed by the agency.
- 1.12 The agency shall provide reasonably good uniform with name badges to its personnel deployed at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. Housekeeping personnel should have photo identity card having details of Name, Aadhar number, Residential Address, Phone Number along with ESI card No. & E.P.F. Numbers.
- 1.13 The agency shall be prompt in making replacement in case any person is found unsuitable/Absent for Duty. Agency shall promptly arrange additional staff whenever required by the EPFO. The agency shall ensure that any replacement of personnel as required by EPFO shall be effected promptly. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of EPFO.
- 1.14 In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to EPFO and maintain liaison with the Police. FIR will be lodged by the EPFO wherever necessary. If need be, joint enquiry comprising of both the parties or independent inquiry by EPFO shall be conducted and responsibility fixed to recover the property and process the case in the Court of Law.

- 1.15 In case of any loss that might be caused to EPFO due to lapse on the part of the Personnel deployed by the agency , the same will be borne by the agency and in this connection RPFC, Regional Office, Ambattur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to EPFO besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Contractor, EPFO shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 1.16 The agency will be responsible for complying with payment of minimum wages and other benefits including prescribed number of duty hours/leave/ holidays, etc.to its employees deployed in the Ministry, as per Labour Laws in force from time to time. The agency will be responsible to comply with all labour legislations including social security, Service-Tax wherever applicable and such other statutory orders by Government/Municipality, which may be in force from time to time.
- 1.17 The agency will ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips containing full details of pay and deductions, PF, ESI and UAN numbers etc. are issued to every employee. The Agency shall make payment to the workers by depositing the payment towards the wages in their individual bank accounts and submit the bank statement to the office duly certified by the bank, with the bill for verification and reimbursement. The agency should ensure that the UAN is activated and seeded with aadhar number, Bank account no. with IFSC code and any other details such as Voter Id, Ration Card, Driving License, Passport etc as KYC and the UAN numbers for each employee should be sent to this office.
- 1.18 In case any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or includes in any unlawful activities, riot, or disorderly conduct, the agency shall withdraw such person from the premises immediately and he has to deploy new person in his place.
- 1.19 In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour Regulation & Abolition Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect they shall without prejudice to any other liability pay to the RPFC, Ambattur a sum as may be claimed by the EPFO.
- 1.20 The Agency shall be responsible for fulfilling all his obligations towards the persons deployed under Law, namely under the Minimum Wages Act, EPF Act, ESI Act etc as applicable and amended from time to time. The Agency shall be responsible for deposit of all employees and Principal Employer's share of statutory contributions towards EPF/ESI with the concerned departments/authorities at his own level and maintenance of such records as per rules.
- 1.21 The Agency is required to submit a copy of challan/abstract/ECR (Electronic Challan Receipt) statement ,acknowledgment of the amount deposited on account of the statutory

contributions along with the bill for reimbursement, failing which the payment of service charges of the following month will be withheld. The payment will be released to him towards his service charges after deduction of income tax or any other Government Dues, after the submission of attested copies of recovery schedules and other statements in the required formats for all employees, copy of Bank challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of wages bill of staff is claimed. The Agency shall ensure that the cheques issued by him should not be dishonored under any circumstances. The agency will also arrange to open such EPF/ESI accounts of all employees deployed by him.

- 1.22 Any breach of compliance of such formalities during the contract shall invite action for imposition of penalty, apart from the cancellation of the contract. The responsibility for issuance of Annual statement of EPF deposits and ESI card to its employees solely lies with the Agency. The agency should also ensure that a separate challan may be generated for the EPF and ESI contributions remitted for the housekeeping personnel engaged in EPFO premises and submit along with the monthly bill of the following month.
- 1.23 The manpower deployed by the Agency are solely employees of the Agency and they have no right to claim for any compensation or regular appointment/liability whatsoever either for absorption/continuation or for regularisation or compensation etc on whatsoever grounds and/or reasons. The agency should provide a copy of appointment order issued by him to the workers.
- 1.24 In case of any eventuality on the health and life of the housekeeping personnel either on duty or otherwise, all liabilities shall vest in the agency and the EPFO shall have no liabilities whatsoever.
- 1.25 In case the contractor withdraws or the department terminates the contract for violation of terms and conditions and / or deficiency in services during the period of contract, notice is to be issued in one month advance by either side. In case the contractor withdraws without issuing any notice the performance guarantee will be forfeited.
- 1.26 In some occasions due to budgetary constraints, the payment may be delayed for one or two months. The contractor should bear such situation and should not stop the work for want of payment.
- 1.27 The successful bidder has to execute an agreement for the above contract with the EPFO incorporating the prescribed terms and conditions of the contract on a Rs.100/- non-judicial stamp paper before commencing of works. The cost of the stamp paper has to be borne by the Contractor/agency.
- 1.28 The tenderer shall sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid.

- 1.29 The tenderer should fill up the information in the Annexure I, II & III enclosed at the end of this document in clear and legible terms. Annexures will also have to be signed and stamped by the firm through its authorised signatory. The tender forms shall be rejected if it is not complete in any aspect.
- 1.30 The workers engaged under the contract should invariably have individual savings bank account, PF account seeded with UAN & Aadhar Number and the same should be furnished after award of the work to the agency.
- 1.31 The EPFO will reimburse the GST, payable if any on the bill by the Contractor to the authorities concerned and it will be the responsibility of the Contractor to pay such an amount only if the is liable to pay GST under the relevant Act/Rule/Orders of the Government of India/State Government.
- 1.32 Failure by the contractor to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the department. Any dispute regarding the contract shall be resolved through the Indian Law and the jurisdiction of the courts located in Chennai.
- 1.33 If the contracting agency violates any of the terms and conditions of this agreement or commits any fraud or their services are not to the entire satisfaction of EPFO, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 1.34 The agency shall not engage any sub-contractor or transfer the contract to any other person. The terms and conditions contained herein shall form part of the tender and the tenders will be valid for a minimum period of 90 days from the date of opening.
- 1.35 A Penalty of Rs.200/-(Rupees two hundred only) per instance shall be imposed and deducted from the contractor's /Agency's bill, if:
- (a) the housekeeping person is not found in proper uniform with displaying photo identity card.
- (b) the housekeeping person is found indulging in smoking/drinking/chewing of pan, loitering without work during the duty hours, the persons will not be allowed to enter in the office premises besides the penalty impose.
- (c) the housekeeping person is found sleeping during duty hours.
- (d) the housekeeping person is found missing from the place of duty, for any reason.
- (e) The behaviour of the housekeeping person is found harsh/rude and non-cooperative towards the staff/subscribers
- (f) The housekeeping person is found performing the duty by submitting fake name & address.
- 1.36 During the notice period of termination of the Contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of the notice period. It shall be the duty of the Agency to withdraw all the persons deployed

by him on expiry/termination of the Contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to EPFO.

2.0 VALIDITY OF THE CONTRACT:-

2.1 The period of contract will be for a period of One Year and shall be extended for a period of one more year on the same terms and conditions on mutual agreement of both the parties on satisfactory completion of the period, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of personnels deployed, breach of terms and conditions of the agreement, reduction or cessation of the requirements of work.

3. SECURITY DEPOSIT:-

- 3.1 The Contracting Agency will have to deposit an amount of 10% of the estimated cost as a Performance Security Deposit at the time of signing of this agreement and within15 days of the receipt of the formal order. The performance security should be furnished in the form of Bank Guarantee drawn in favour of The Regional Provident Fund Commissioner, Regional Office, Ambattur, Chennai 60037. The performance security/BG should have a minimum validity period of 14 months from the commencement of the contract. The security deposit will not bear any interest. The EPFO may ask additional security deposit in the event of deployment of additional manpower by the contracting agency.
- 3.2 The Performance Security deposit of the agency shall be refunded on successful completion of the contract period after deducting recoveries, if any, due to the loss arising out of poor quality of work/material, incomplete work and/or any violation of any terms and conditions of the contract as stipulated in the agreement. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contract/executed under the contract. No interest will be paid to the Contracting Agency on the security deposit.

4. SUPPLY OF MANPOWER:-

- 4.1 The agency shall ensure that the manpower deployed in the Office of the Regional Provident Fund Commissioner, Regional Office, Ambattur, Chennai-600 037 are competent enough to carry out the work specified/other conditions stipulated in the agreement.
- 4.2 This office, at present, has requirement of **9 Housekeeping Staff**. The requirement of this office <u>may further increase or decrease or may cease</u> during the period of contract and the contracting agency has to increase or decrease or cease the manpower supply, if required on the same terms and conditions.
- 4.3 This contract is further subject to the grant of approval for the engagement of Housekeeping staff by the EPFO Head Office for the contract period. The EPFO reserves the right to terminate the contract on withdrawal of the approval for engagement of Housekeeping staff by EPFO HO.
- 4.4 The RPFC reserves the right to increase or decrease or cease the number of contract employees during the contract period and the Contractor shall provide the revised/required number of personnel at the rate approved for the Contractor.

WORKING HOURS:-

- 5.1 The working hours for housekeeping staff shall be 08.00 to 17.00 hrs including lunch break of one hour on all working days. Every worker shall be given a weekly off on Sunday with the provisions of Minimum Wages Act (central), as amended from time to time after six days on continuous work. However, the EPFO may request the contracting agency to engage the manpower on Sundays or holidays on need basis and the EPFO will make the payment for the same as per the relevant rules.
- 5.2 The EPFO will make payment to the engaged manpower personnels for a maximum of 26 days in a month which includes salary for weekly off as per Minimum Wages Act (Central).
- 5.3 The contracting agency shall deploy sufficient number of housekeeping personnels in such a way that the total working day in a month for each housekeeping personnel will not cross 26 days in a month.
- 5.4 The additional liability of Overtime wages due to non deployment of sufficient manpower by the contracting agency shall be borne by the contracting agency and EPFO will not be responsible for such payments unless and until the additional liability occurred is due to the orders of EPFO.
- 5.3 The EPFO will make payment to the contract employees on the following National Holidays (1) Republic Day [January 26] (2) Independence Day [(August 15] (3) Gandhi Jayanthi [October 2].

6. **DETAILS OF PERSONNEL:-**

- 6.1 The contracting Agency shall furnish the list of persons engaged by the agency in and their bio-data containing full details i.e., date of birth, marital status, permanent and present address, Phone number, Aadhaar number, bank account details etc. in this office before the commencement of work.
- 6.2 The contracting agency shall engage reliable persons after doing the proper character and Police verification and other formalities. The Contracting Agency Shall furnish a police verification certificate for the employees deployed.
- 6.3 The contracting agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, D.O.B., age and identification mark, mobile number etc.
- 6.4 For the manpower deployed, the agency will keep with them , their present and permanent address, education qualification details, specimen signature and two passport size photographs and furnish these details/information to EPFO.

7 CONDUCT/MISCONDUCT OF THE PERSONNEL:-

- 7.1 In case, the person employed by the Contracting Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risks, the Contracting Agency shall be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 24 hrs of being brought to their notice.
- 7.2 The contracting agency shall ensure proper conduct of their personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking etc. in the office premises. The staff deployed by the agency will maintain office decorum. They should be courteous, polite, cooperative, in good health and character and be able to discharge their responsibilities.
- 7.3 The Contracting Agency shall be responsible for any theft of the items by their personnel from the rooms or any other area of the office. The details of the stolen materials/stores, will be given to the contracting agency in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contracting agency within 4 weeks from the date of theft. The decision of these office authorities on this will be final and binding on the contracting agency.
- 7.4 The persons engaged for the works will not be allowed to stay in the premises after completion of the work .
- 7.5 The EPFO reserves the right to order for removal of any worker of the agency from the staff quarters or office premises at any time if it is felt that he/she is undesirable.

8. **CONFIDENTIALITY:-**

8.1 The contracting agency shall ensure that any details of office, operational process, technical know-how, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

9 **LEGAL**

- 9.1 The Contracting agency will be responsible for compliance of all statutory laws amended from time to time, provisions relating to Minimum Wages, Provident Fund and Employees State Insurance, Bonus payment etc. in respect of the persons deployed by it in this office.
- 9.2 The Contracting Agency shall also be liable for payment of all taxes, levies, cess etc. on account of service rendered by it to EPFO (RO, Ambattur) to concerned tax collection authorities from time to time as per extant rule and regulation in the matter.
- 9.3 Provisions of Interstate Migrant workmen (Regulation of Employment and Conditions of service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of engaging women workers), Industrial

Disputes Act, Payment of Wages Act and Fatal Accident Act shall be complied by the contracting agency for the manpower deployed.

- 9.4 Contracting agency shall also be liable for payment of all taxes, levies, cess etc. on account of service rendered by it to this office to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- 9.5 Contracting agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 9.6 The contracting Agency will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contracting agency will maintain proper record as required under the Law/Acts.
- 9.7 In case, the Contracting Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the organization is put to any loss, obligation, monetary or otherwise, the EPFO (RO, Ambattur) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
- 9.8 Failure by the contracting agency to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the department. Any dispute regarding the contract shall be resolved through the Indian Law and the jurisdiction of the courts located in Chennai.
- 9.9 Wherever, any dispute arises apart from terms and conditions mentioned here, the decision of Regional Provident Fund Commissioner-I, Regional Office, Ambattur will be final and binding on the Contracting Agency.

10 **PENALITY:-**

- 10.1 The Contracting Agency shall immediately provide a competent substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 200 per day (per such case) on the contracting agency.
- 10.2 Compensation for interruption of service rendered, cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to this office on completion of work or cost of defective components, spares or tools, or towards damage of other utility services while carrying out the work, or any claim against the contracting Agency for the payment of money arises out of or under this contract will be deducted from the monthly bill or any other amount payable to the Contracting Agency.
- 10.3 In case, the contracting agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monitory or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or

the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms.

10.4 In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.

11 PAYMENT:-

- 11.1 The payment shall be made to the contracting agency on a monthly lump sum basis as per the provisions of minimum wages act for all working days subject to a maximum of 26 days.
- 11.2 The Contracting agency shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by this office for whatever reason. The wages shall be credited by contracting agency to respective worker's bank A/c's and submit the bank statement as proof of payment to the employees along with the Invoice.
- 11.3 The agency shall raise the bill, in duplicate, along with the advanced stamped receipt and attendance sheet in respect of the persons deployed and submit the same to The Regional Provident Fund Commissioner, Regional Office, Ambattur, Chennai, in the first week of the succeeding month. As far as possible the payment will be released within 30 days of the submission of bill.
- 11.4 The Tax Deduction at Source (T.D.S.) shall be carried out as per the provisions of Income Tax Department, as amended from time to time.
- 11.5 The Invoice/ Bill should be necessarily enclosed with the following documents otherwise the Bill/invoice will be summarily rejected.
 - 1. Copy of the bank statement as a proof of crediting the salary to the engaged employees.
 - 2. ECR statement, challan copy, acknowledgement for making the payment in respect of the Provident Fund contributions remitted for the previous month.
 - 3. ESI statement, acknowledgement for making the payment in respect of the ESI contributions remitted for the previous month.
 - 4. The contracting agency should check the availability of the EPF, ESI contributions remitted by them in the respective portals of the EPFO, ESI departments before submission of the proof.

12 **TERMINATION:-**

- 12.1 The Contract can be terminated on any of the following contingencies.
 - a) On expiry of the contract period
 - b) By giving 15 days advance notice by EPFO on account of
 - 1) For committing breach by the contracting agency of any of the terms and conditions of the Contract.
 - 2) On assigning the Agency or any part thereof or any benefit or interest therein or there under by the Agency to any third person or sub contracting whole or part of the contract.
 - 3) On violation of any mandatory Labour Laws as amended from time to time.
 - 4) On the agency being declared insolvent by the Competent Court of Law
 - 5) The EPFO certifies that the agency is providing unsatisfactory services
 - 6) On withdrawal of the approval for engagement of Housekeeping Services by EPFO Head Office
 - 7) Failure to comply with any statutory requirements
- 12.2 The contracting agency will be bound by the details/documents furnished by him/her to this office. In case, any of such documents/details furnished by them is found to be false at any stage, it would be deemed to be a breach of terms of contract making them liable for legal action besides termination of contract.
- 12.3 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office to the extent of the breach besides annulment of the contract.
- 12.4 This office reserves the right to terminate the contract by giving a 15 days notice to the contracting agency.

13 ARBITRATION:-

13.1 Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and arbitrator venue will be as decided by the Regional Provident Fund Commissioner, Regional Office, Ambattur.

14 SERVICE CHARGES

14.1 The Service charges payable to the Contracting agency will not be revised and will remain fixed during the entire period of the Contract. In the event of renewal or extension of the Contract the Service charges for Contracting agency agreed at the time of award of the Contract will remain unchanged.

15 STATUTORY OBLIGATIONS

- 15.1 The contracting agency should ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips containing full details of pay and deductions, PF, ESI and UAN number, ESI number etc. are issued to every employee. The Agency shall make payment to the workers by depositing the payment towards the wages in their individual bank accounts and submit the bank statement to the office, with the bill for verification and reimbursement.
- 15.2 The agency should ensure that the UAN generated for EPF is activated and seeded with aadhar number, Bank account no. with IFSC code and any other details such as Voter Id, Ration Card, Driving License, Passport etc as KYC and the UAN numbers for each employee should be sent to this office.
- 15.3 The agency should take all the necessary action to obtain the ESI card for the engaged employees within one month from the date of joining.
- 15.4 The contracting Agency shall be responsible for fulfilling all his obligations towards the persons deployed under Law, namely under the Minimum Wages Act, EPF Act, ESI Act etc as applicable and amended from time to time. The Agency shall be responsible for deposit of all employees and Principal Employer's share of statutory contributions towards EPF/ESI with the concerned departments/authorities at his own level and maintenance of such records as per rules.
- 15.5 The Contracting Agency is required to submit a copy of challan/abstract/ECR (Electronic Challan Receipt) statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of the invoice of the following month will be withheld. The payment will be released to him after deduction of income tax or any other Government Dues, after the submission of attested copies of recovery schedules and other statements in the required formats for all employees, copy of Bank challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of wages bill of staff is claimed. The Agency shall ensure that the cheques issued by them should not be dishonoured under any circumstances. The agency will also arrange to open such EPF/ESI accounts of all employees deployed by them.
- 15.6 Any breach of compliance of such formalities during the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual statement of EPF deposits and ESI card to its employees solely lies with the Agency. The agency should also ensure that a separate challan may be generated for the EPF and ESI contributions remitted for the manpower engaged in EPFO and submit along with the monthly bill of the following month.

15.7 Besides the above, an undertaking in the following format should also be furnished:

"The contractor hereby agrees to undertake that he shall abide and conform to the various provisions in so far as they relate to him as specified in Contract Labour (R & A) Act, 1970".

ASSISTANT PF COMMISSIONER (CT)

Accepted the above nature of the works.

SIGNATURE OF THE CONTRACTOR WITH SEAL Details of Enclosures

NAME OF THE WORK: Housekeeping Services at Employees' Provident Fund Organisation, Regional Office, Ambattur, Chennai - 37

LIST OF ENCLOSURES:

1.

2.

4.5.

6. 7.

8.

9.

10.

I have gone through the terms and conditions and nature of work to be undertaken. I have also visited the site physically and the rate quoted is as per the above.

NAME OF THE AGENCY WITH SEAL

QUALIFYING BID DOCUMENT

| 1.Name of the Registered firm/Company | |
|--|--|
| Address of the Company: (With tel.no/fax no/Email) | |
| 3. Name & address of the Partners/Directors With tel.no/fax no./mob.no/email | |
| Contact person(s) with telephone number and mobile number | |
| 5. Number of years of experience(*) in providing Housekeeping services with any Government/PSU organisations | |
| 6. List of major Clientele(*) provide copy of the work order | |
| 7.PAN/GIR number(*) | |
| 8.GST Registration no.(*) | |
| 9.Bank account details(*) | |
| 10.Details of Registration with EPF(*) (attach photocopy) | |
| 11 Details of Registration with ESI(*) (attach photocopy) | |
| 12.Registration with appropriate authority for providing Security Services (attach photo copy) | |
| 13.Registration under Shops & Estt. Act (attach photo copy) | |
| 14.Annual turnover for last 3 financial years (attach a copy of audited balance sheet for last three years) | |
| 15.Income tax returns for the past three years | |
| 16.Affidavit in the prescribed format to the effect that the agency has not been | |

| blacklisted by Central/State Government (attach copy) | |
|--|--|
| 17.Details of Earnest Money Deposit(EMD) DD no/Date/Drawn on bank | |
| 18.Any other relevant information | |

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my / our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with seal)

* Details in respect of government and non-government organizations may be provided in separate annexures accompanying this qualifying bid.

SCHEDULE

Name of the work:

Engagement of Housekeeping Services for Regional Office, Ambattur

| Location | Nature of Work | Category of | Number | Duty Hour (with lunch |
|--------------|----------------|-------------|----------|-----------------------|
| | | Employee | of | break 1 hour) |
| | | | persons | |
| | | | required | |
| EPF Regional | Housekeeping | Unskilled | 9 | 8.00 am to 5.00 pm |
| Office, | Staff | | | |
| Mugappair | | | | |
| | | | | |
| | | | | |
| | Total | | 9 | |

FINANCIAL BID

For providing Housekeeping Services in EPFO, Regional Office, Ambattur, Chennai-600037

1. Name of the Firm/Company:_____

| SI No | Items | Housekeeping Staff | |
|----------|---|------------------------|----------------------|
| 1 | Wages payable | 523.00 | |
| 2 | VDA admissible | 30.00 | |
| 3 | Total Wages | 553.00 | |
| 4 | Service charges on the total wages (To be quoted by the bidder) | % | |
| 5 | EPF contribution (to be restricted to the wage of Rs.15,000/- (13% of the PF wages) | | |
| 6 | ESI contribution (to be restricted to the wage of Rs.21,000/-) (4.75% of the ESI wages) | | |
| 7 | Sub Total (3 to 6) | | |
| 8 | GST on (7) payable by this office | | |
| 9 | Total Payment | | |
| С | Quoting S.No.4 is essential based on which L1 will be entire hief Labour Commissioner, New Delhi order dated 03 l.No1 & 2. The rates in Sl.No.2, 5 to 6 applicable from | .04.2018, the rates pr | es cr ibed in |
| te: | Signature of | f Authorised Signa | tory with |

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANISATION

| o he Regional Provident Fund Commissioner-I PF Organisation, -40/A-1,TNHB Office Cum Shopping Complex Mugappair Road, Mugappair |
|---|
| hennai – 600 037 |
| ir, |
| I/We hereby confirm and declare that I / we, |
| 1/s |
| /are not blacklisted/De-registered/debarred by any Government Department/Public Sector ndertaking/Private Sector/ or any other agency for which we have executed/undertaken the orks/Services during the last 5 years. |
| In the event of any such information pertaining to the aforesaid matter found at any given oint of time either during the course of the contract or at the bidding stage, my/our bid/contract hall be liable for truncation/cancellation/termination without any notice at the sole discretion of the urchaser. |
| Yours faithfully, |
| ace: |
| ate: (AUTHORISED SIGNATORY WITH SEAL) |