

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-10-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-10-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Employees Provident Fund Organisation (epfo)
Office Name/कार्यालय का नाम	New Delhi
Item Category/मद केटगरी	Custom Bid for Services - HIRING OF TECHNICAL RESOURCES
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	3468407
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	25000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

RPFC

National Data Centre, Employees Provident Fund Organisation (EPFO), Epfo complex, Plot 23, Sector 23, Dwarka, New Delhi - 110077

(Regional Provident Fund Commissioner)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

price breakup - [1694696150.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1694696177.pdf](#)

Instruction To Bidder:[1694696180.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1694696184.pdf](#)

Scope of Work:[1694696187.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1694696190.pdf](#)

Service Level Agreement (SLA):[1694696193.pdf](#)

Payment Terms:[1694696195.pdf](#)

Penalties:[1694696197.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1694696208.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1694696214.pdf](#)

GEM Availability Report (GAR):[1694696217.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1694696223.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1694696229.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1694696230.pdf](#)

Custom Bid For Services - HIRING OF TECHNICAL RESOURCES (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HIRING OF TECHNICAL RESOURCES
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Rahul Tanwar	110075,National Data Centre EPFO Complex Plot 23, Sector 23 Dwarka	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



कर्मचारी भविष्य निधि संगठन EMPLOYEES' PROVIDENT FUND ORGANISATION

श्रम एवं रोजगार मंत्रालय, भारत सरकार
Ministry of Labour and Employment, Govt of India
राष्ट्रीय डाटा सेन्टर / National Data Center



ईपीएफओ कॉम्प्लेक्स, सेक्टर 23, द्वारका, नई दिल्ली – 110077 / EPFO Complex, Sector 23, Dwarka, New Delhi – 110077

No: 45546/

Date: 14/09/2023

RFP FOR HIRING OF TECHNICAL RESOURCES

National Data Center, Employees' Provident Fund Organisation (hereafter referred as "NDC") having its office at EPFO Complex, Sector 23, Dwarka, New Delhi – 110077, invites quotation from reputed agencies/firms/companies (hereafter referred as "bidder") through GeM Portal for providing services as per details given below.

A. Details of Technical Resources proposed to be deployed:

S No	Role	Skill set	Experience	Nos
1	Docker	*	3-5 Years with Certification OR 5-7 Years without Certification	1
2	Postgress DB Administrator	Database administrator of Postgres DBMS	3-5 Years with Certification OR 5-7 Years without Certification	1
Total				2

*Skills/Qualification for Docker Resources:

Responsibilities:

1. Implement and improve monitoring and altering
2. Build and maintain highly available systems on Docker
3. Implement and manage CI/CD pipelines
4. Participate in on-call rotations

Skills and Qualifications:

1. Operations or system administration experience, particularly on Linux
2. At least 3-5 years with certification OR 5-7 Years without certification of experience with Docker and/or cloud deployment technologies
3. Experience with container networking on Docker
4. Experience with application deployment by using CI/CD
5. Experience in monitoring tools like Prometheus, Grafana, Datadog, etc.
6. Experience in alerting tools like OpsGenie, PagerDuty, etc.
7. Experience in Installing SSL certificated in webserver in Docker environment
8. Experience with Nginx/Apache in Docker environment

1. Quantities may be changed upward or downward during any time before selection or during the contract period.

2. Minimum Educational Qualification: M Tech/ B Tech/ BE/MCA/ MS (Computer Science/ Information Technology) or equivalent
3. Educational Qualification has to be a regular on campus degree from recognized university
4. Experiences are counted post acquiring the degrees and/or certification as applicable

B. Bid Submission:

1. Bids shall be submitted online only on GeM Portal. Tenders and supporting documents shall be uploaded through GeM Portal within the time prescribed on GeM Portal.
2. Hard copy of the Tender documents shall not be accepted.
3. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully get it clarified before submission of tender.
4. Bidder should ensure that the documents being uploaded by him are legible, and wherever possible scanned copy of the original document should be uploaded instead of photocopy.
5. If the uploaded/scanned copies are found illegible the bid will be summarily rejected.
6. The requirements of Technical Resources are tentative and may increase or decrease at the sole discretion of this office.
7. All Bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in tender documents are liable to be rejected.
8. In case of any clarification the bidder agency may visit the office and/or contact over email id rc.ndc@epfindia.gov.in.

C. Eligibility Condition of Agencies for participation in bid:

1. It must be a registered partnership/proprietorship firm/company or any other legal entity having a registered office with administrative set-up in NCR. Consortiums are not allowed to participate in the bid.
2. The Bidder should be compulsorily registered with Department of Income Tax and should submit Income Tax No. (PAN Number and TAN), Goods & Service Tax (GST) Number.
3. The bidder agency must be ISO certified.
4. The bidder agency must be at least CMMI Level 3.
5. The agencies should have appropriate valid license under Contract Labour (Regulation & Abolition) Act, 1970.
6. The Bidder should be compulsorily registered under the labour laws and should have appropriate license/certificate from Labour Commissioner of Delhi.
7. The bidder should submit valid PF registration Certificate and the PF registration Certificate.

8. The bidder should be registered with ESI, having an independent ESI code cover his employee under the ESI Act.
9. It should not have been blacklisted or debarred by any Government Agency/PSU/Autonomous bodies.
10. The directors/owners/proprietors/partner should not have been punished/penalized by way of imprisonment.
11. The Bidder should have a minimum 5 years of experience after registration in the field of providing Technical Resources.
12. The Bidder should have minimum turnover of Rs 1 crore in the last 3 financial years.
13. The bidder agency must have the potential financial ability to pay for a minimum period of at least three months monthly wage and all other necessary statutory dues to his deployed manpower in this office in the event of not release of payment due to any reason.
14. The bidder agency must be able to pay the wages, allowances, and all other statutory dues in first week of consecutive month without waiting for the release of payment from the office.
15. The bidder agency must submit an EMD of 25,000. No claim shall lie against this office in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
16. The above mentioned Eligibility Criteria are mandatory for all the bidders. If any information given by the bidder to qualify for the Eligibility Criteria is found false at any stage of tender process, even after tender process and during the contract period, the tender shall be rejected and this office will forfeit the entire earnest money this office will declare the agency as a blacklisted.

D. Mandatory documents to be attached with Technical Bid: without these documents the quotation will be summarily rejected

1. Scanned copy of this tender document with signature of proprietor/partner/director/authorized signatory along with stamp on each page of this tender document and on each page of enclosures in token of his /their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.
2. Scanned copy of Aadhaar of the authorized signatory of the agency who has signed all the documents. If Authorized Signatory is different from proprietor/director/partner, then additionally submit power of attorney to be issued in favour of the authorized signatory.
3. Scanned copy Registration certificate/Incorporation Certificate/Partnership Deed of agency along with complete address which shows that the agency is having its office in NCR.
4. Scanned copy of ownership details of the bidder agency.
5. Scanned copy of the ISO certificate of the bidder agency.
6. Scanned copy of the CMMI certificate of the bidder agency.

7. Scanned copy of audited balance sheet of the bidder agency for the last 3 Financial Years.
8. Scanned copy of PAN & TAN of the bidder agency along with Income Tax Returns for the last 3 Financial Years.
9. Scanned copy of Goods and Service Tax Number of the agency along with proof of payment of GST for last 3 years.
10. Scanned copy of the license under Contract Labour (Regulation & Abolition) Act, 1970 issued by Labour Commissioner (Central) of Delhi.
11. Scanned copy of the PF registration Certificate and proof of payments of EPF contribution for the last 3 years.
12. Scanned copy of the ESI registration certification and proof of payments of ESI contribution for the last 3 years.
13. Scanned copy of an affidavit that the bidder agency has not been blacklisted or debarred by any Government Agency/PSU/Autonomous bodies.
14. Scanned copy of an affidavit that the directors/partners/ proprietors/owners of the bidder agency have not been punished/penalized by a way of imprisonment.
15. Scanned copy of registration certification/license/any other documents which shows that the bidder agency has a minimum 5 years of experience after registration in the field of providing Technical Resources.
16. Scanned copy of an affidavit that the bidder agency has the potential financial ability to pay for a minimum period of at least three months monthly wage and all other necessary statutory dues to his deployed resources in NDC in the event of not release of payment due to any reason.
17. An affidavit that the bidder agency will pay the payment of minimum wages, allowances, and all other statutory dues in first week of consecutive month without waiting for the release of payment from the office.
18. Earnest Money Deposit/Bank Guarantee of Rs. 25,000.
19. All these scanned copies be uploaded as one pdf having all above mentioned documents in same sequence. In case file size does not allow one pdf then the files must be split in minimum number of pdf having numbers 1, 2, 3, ... and so on.

E. Financial Bid quotation:

1. Financial bid of any those bidder agencies will be opened who have fulfilled the conditions laid down in the technical bid.
2. Bidder agency quoting lowest amount will be awarded the tender (such agency which will be awarded with tender is hereafter referred as “**contractor**”).
3. Bidder has to quote rates for each of the Technical Roles and cumulative value of total Technical Resources in the below format:

S No	Role	Cost Per Month per Resource	Nos	Total Cost (Cost Per Month per Resource * Nos)
1	Docker	To be Quoted by bidder	1	To be Quoted by bidder
2	Postgress DB Administrator	To be Quoted by	1	To be Quoted

		bidder		by bidder
Total Monthly Cost				To be Quoted by bidder
GST				To be Quoted by bidder
Total Cost Including GST Per Month				To be Quoted by bidder
Total Cost Including GST Per Year				To be Quoted by bidder

F. Payment Terms for the Contractor Agency:

1. The selected agency shall not assign its contractual authority to any other third party. The contractor should not assign or sublet the empanelment or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of Empanelment and forfeiture of the Security Deposit.
2. 3% of the value of bid awarded shall be submitted as Security Deposit in the form of Bank Guarantee for the period of empanelment by all selected Agency within 1 weeks of issue of Work Order failing which the offer of empanelment shall stand withdrawn.
3. In case the empanelled vendor is found in breach of any condition(s) of tender, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited.
4. The payment to the agency will be made on quarterly basis.
5. Payments shall be made subject to deductions of any amount for which the agency is liable under the tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty and other taxes, if any, as per Government of India rules.
6. GST would be paid extra as may be applicable from time to time.
7. It is bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/ wages/ annual increment/ EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to EPFO along with Vendor Invoices for the processing of the bills.

G. Delivery of service

1. All the resources shall be stationed at NDC, Dwarka, New Delhi
2. The empanelled agency will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empanelled agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
3. To discharge its responsibility, the agency will deploy experienced resources with proven competence and rich working experience. They will have to replace any resource with un-satisfactory performance within 5 working days of intimation from

EPFO, failing which Penalty shall be applicable as in per the tender clause. Further, no payment shall be payable for days of absent till replacement is affected.

4. Penalty for Non-Performance-Whether the agency get their personnel trained after receipt of the work order from EPFO or in advance, the support service in response to a work order (viz the deployment of all the manpower resources mentioned in the work-order as per the date-of-joining mentioned against each in the work-order) should start as under:
 - a. Within 10 days of the "Date-of-Joining mentioned in the work-order against each support service/positions" in all the Locations.
 - b. Any unjustified and unacceptable delay in extending the support service as mentioned above will render the agency liable to pay Penalty Charges @1% per day of the total value (excluding GST etc.) of that resource mentioned in the work-order for next 15 days, beyond which EPFO will be free to cancel the work order and get the work done through alternate sources at the cost and risk of the defaulting agency. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.
5. In case a deployed person leaves the job in between (because of unsatisfactory performance or any other reason) or is absent for more than one week without any information to the EPFO, then an alternate equivalent resource is to be deployed by the agency with immediate effect. EPFO will not make any payment for the duration when the required services are not rendered by the appointed agency and in case no substitute has been deployed; the Penalty equivalent to 2 times of "per day cost" of the hired services (subject to maximum of monthly wage of the resource) shall be deducted from the respective monthly bill of the agency if the replacement has not been made within 10 calendar days.
6. It is the bounden duty of the agency empanelled to regularly pay (before 7th of every month) the deployed manpower their entitlements like monthly salaries/wages. A penalty of 1% of the agency's billed value shall be applicable for the month in which such instance is brought to the notice of EPFO.
7. The contract will be valid for 1 year, which can be terminated by NDC with a notice of 30 days. However, termination of contract on breach of agreement as stipulated in the Service Level Agreement Conditions will not require notice of 30 days.
8. The contract shall be initially for a period of 1 year from the date of awarding the contract. However, the contract may be extended subsequently for another 1 year at a time on the same terms and conditions, subject to satisfactory service. However, the grant of extension of contract will be at sole direction of NDC.

H. General Terms & Conditions

1. Consortiums are not allowed for the scope of this empanelment/ tender.
2. The Contractor shall take all precautions not to disclose, divulge / or disseminate to any third party any confidential information, proprietary information on the department/office business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or

- business of NDC. The obligation is not limited to any scope and the bidder shall be held responsible in case of breach of the confidentiality of department's information.
3. All the deployed requisite manpower by the agency against various work orders as per the terms and conditions of the Tender must be an employee of the empanelled agency and no subcontracting is allowed.
 4. The agency must have proven IT enablement through which EPFO should be provided access to view individual work order details, payment of salaries/wages for the deployed manpower.
 5. In the event of the bidding company's or the concerned division of the company being taken over/bought over by another company, it shall be ensured in the negotiation for their transfer that all the obligations under the agreement with EPFO, are passed on for compliance by the new company/new division.
 6. All panel agencies automatically agree with EPFO for honouring all aspects of fair trade practices in executing the work orders placed by EPFO.
 7. The selected Agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on the part of its deployed manpower. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
 8. The agency should furnish copies of all appointment documents of the deployed manpower to EPFO for its records from time to time.
 9. The empanelled agencies will be required to undertake the work in any part of India.
 10. Work order will be placed on the Agency(s) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order.
 11. The Agency will get the police verification done of the deployed manpower.
 12. Retaining a candidate deployed by the agency shall be the prerogative of EPFO and no resource change shall be made without written consent of EPFO.
 13. For the manpower deployed, the Agency will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish these details/information to EPFO at the time of deployment or soon thereafter as the case may be.
 14. The Agency shall be solely responsible for discharge of all the legal obligations/statutory requirements under various labour legislations as may be in force from time to time in so far as the workmen engaged by him for this work are concerned. Such deployed manpower or the Agency will have no right or claim of any kind from EPFO.
 15. Staff of the agency must carry Identity card issued by the agency while on duty at EPFO. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises.
 16. EPFO will not reimburse any amount, other than the value/amount approved in the Tender finalized, towards any statutory contributions which Government may make it mandatory or introduce in future.
 17. The responsibility of fulfilling the requirements, of EPF, ESIC and other allowances of the deployed manpower shall be of the agency.

18. The selected Agency will provide escalation matrix for problem resolution.
19. The deployed supporting staff are entitled to a maximum of 12 days leave in a calendar year i.e. one day per completed month (maximum 5 leaves allowed at a time).
No carry forward of unavailed leave is available at the end of calendar year.
20. Compensatory off is also available in case of work during holidays.

(Vikas Kumar Gupta)
Regional PF Commissioner-II
(Procurement & Contract Management)