

**Opening of Files for Employers and Inserting of 'C', 'C3' and 'C1' Forms of 2020, 2021  
and 2022 into Employer's Files and Arranging such Files for Archival of Employees'  
Provident Fund Department of the Central Bank of Sri Lanka**

**TERMS OF REFERENCE (TOR)**

**1. Introduction**

- 1.1. The Employees' Provident Fund (EPF/the Fund) established under the EPF Act No. 15 of 1958, is the largest superannuation fund in Sri Lanka with an active membership of around 2.5 million employees with nearly 71,000 employers.
- 1.2. As per the EPF Act, eligible employers are required to remit a minimum of 20 per cent of total monthly earnings of employee as EPF contributions which comprises of 8 per cent as employee contribution and 12 per cent as employer contribution.
- 1.3. EPF Department (EPFD) receives details of contributions paid by employers for their employees through physical forms of 'C', 'C3' and details of payments in form 'C1'. Accordingly, approximately 60,000 employers with less than 50 employees submit 'C' forms every month. Further, approximately 140 employers with more than 150 employees submit 'C3' forms on a half-yearly basis by the end of July and January of each year. In addition, employers submit payment details in 'C1' form. EPFD is responsible for arranging and maintaining all forms received from employers safely and securely for future references. Therefore, EPFD intends to obtain the services from a suitable Service Provider (SP) to carry out the respective work.
- 1.4. Accordingly, bids are invited from eligible SPs for opening of files for each employer, inserting 'C', 'C3' and 'C1' forms submitted by such employers for 2020, 2021 and 2022 into relevant employer files and arranging such files into archival boxes as referred in Section 3 of the TOR.

**2. Eligibility**

SPs who have experience in providing similar service for at least one reputed large-scale institution for a period not less than one (01) year as at 31.10.2022 are eligible to submit bids

for this tender. Bidders should provide a list of such institutions incorporating respective service periods along with the bid documents.

### **3. Scope of Work**

#### **3.1. Overview of the Assignment**

The SP is required to perform below stated activities within the period specified in Section 4.4 of this TOR.

- i. Opening of new files for each employer.
- ii. Inserting 'C', 'C3' and 'C1' forms into respective employer files.
- iii. Arranging and maintaining of files.
- iv. Packing the arranged files into cartons for archive.

#### **3.2. Opening of New Files**

**3.2.1.** The SP should open a file for individual employer who remitted contributions to EPFD. Accordingly, approximately 60,150 new files for each employer should be opened for a year at the beginning of the work. Also, approximately 1,000 files may be required to open for newly registered employments for each month as per the given list of employments where applicable.

**3.2.2.** Front cover and the inner page of the file should be prepared as per the following specifications.

- i. Employer Registration Number with the Zone Code should be marked on the top and bottom corners on the right side of the front cover.
- ii. Respective year should also be marked at the center of the front cover.
- iii. Stamp for recording the months of inserted 'C', 'C3' and 'C1' forms should be placed in the inner page of the file. Respective stamp will be provided by EPFD.

#### **3.3. Arranging and Maintaining Files**

**3.3.1.** The opened files should be stacked in the same place of the racks kept at EPFD in ascending order of the employment numbers.

3.3.2. If requested, relevant employer files or 'C', 'C3' and 'C1' forms should be issued to EPFD for their regular activities. The SP must ensure that relevant employer file or 'C' form is issued upon receipts of written request of authorized Staff Officers of Current Contribution Division (CCD) and should replace the returned files in the relevant file racks.

3.3.3. The SP should maintain separate registries with appropriate details of files that have been opened and movements of the files.

3.3.4. This process will be reviewed by a Staff Officer of CCD from time to time where necessary.

#### **3.4. Inserting Monthly 'C', 'C1' and 'C3' Forms into Employer Files.**

The SP should insert 'C', 'C3' and 'C1' forms along with the attached documents which are provided by CCD, while strictly adhering to the following instructions.

3.4.1. 'C', 'C3' and 'C1' forms should be inserted into relevant employer files according to monthly order.

3.4.2. EPFD will provide a stamp contains names of months and the SP should place the particular stamp on the inner page of the file as applicable.

3.4.3. When the 'C', 'C3' and 'C1' forms of the particular month are inserted into employer files, relevant month should be marked in the stamp.

3.4.4. 'C', 'C3' and 'C1' forms should be inserted into files without folding.

3.4.5. If 'C', 'C3' or 'C1' forms are found, where no files have been opened in accordance with the register, a new file for the relevant employer number should be opened and the file register should be updated accordingly.

3.4.6. If 'C', 'C3' and 'C1' forms relating previous years are found, the SP is required to insert such forms into relevant employer files.

3.4.7. Staff officers of CCD will review the above process from time to time when necessary.

### **3.5. Packing Files into Cartons for Archive**

Upon completion of tasks as described in section 3.2, 3.3 and 3.4 above, the SP should pack the files into cartons that are supplied by EPFD, in order to send the same for archive.

- 3.5.1.** The files should be properly packed into cartons in ascending order of the employer number.
- 3.5.2.** While packing the documents, the relevant employer number which contains in the relevant archival carton should be updated in the packing list for each carton to be archived and the packing list is in three plies as provided in Annex I.
- 3.5.3.** After completion of packing, one ply of the packing list should be inserted into the relevant carton and it should be sealed.
- 3.5.4.** The completed cartons should be handed over to Staff Officer in charge of CCD along with the remaining two plies of the packing list.
- 3.5.5.** **The SP is strictly advised to ensure 100% accuracy of the entire task as the ultimate purpose of this process is to facilitate future retrieval of the documents as and when necessary.**

## **4. General Terms and Conditions**

### **4.1. Allocation of Office Space**

EPFD will provide the adequate office space to carry out the tasks mentioned under section 3 of the TOR.

### **4.2. Supply of Stationary**

Flat file covers, marker pens, ink and other required stationeries will be provided to the SP by EPFD.

### **4.3. Responsibilities of SPs and Other Requirements**

- 4.3.1.** The selected SP should deploy adequate number of staff members to complete the scope of work and closely supervise the task performed by such staff continuously in order to assure the completion of the assignment in line with the time frame mentioned in section 4.4 of the TOR.

4.3.2. All such staff should have an educational qualification of at least sit for the G.C.E O/L Examination to perform the required tasks to an acceptable standard.

4.3.3. The selected SP is responsible for selection of employees, assigning of duties, leave procedures, office/working hours and payments of salaries, statutory dues such as EPF and ETF to the staff and maintaining all records of such employees. The EPFD does not take any responsibility whatsoever towards employees deployed by SPs for this service.

#### **4.4. Time Frame of the Service**

4.4.1. EPFD had already opened employer files for year 2020 and 2021. Accordingly, at the first phase, selected SP should complete the inserting of all the 'C', 'C3' and 'C1' forms and any attachment of the forms such as copies of correspondence of employers and the Commissioner of Labour relevant to both years and packing files into cartons while preparing respective packing lists, within **05 months** from the date of awarding the tender.

4.4.2. Soon after the completion of processes mentioned in section 4.4.1, the SP should open employer files and insert 'C', 'C3' and 'C1' forms along with attachments if any relevant to the year 2022 within **07 months** from the date of submission of the said forms to the SP by CCD.

4.4.3. Further, the SP should arrange files into cartons along with the relevant packing lists upon completion of inserting 'C', 'C3' and 'C1' forms before expiration of the contract period of **one (01) year**.

4.4.4. The SP should submit a Progress Report on weekly basis to the Staff Officer in charge of CCD on or before the second working day of the subsequent week as per the attached format given in Annex II.

#### **4.5. Method of Selection**

4.5.1. Method of selection will be based on the level of responsiveness to bid documents, bid price and experience of the SP.

4.5.2. The bidders are expected to submit the following information with the bid documents:

- i. Brief company profile

- ii. Certificate of Incorporation/Legal Status
- iii. Financial proposal and time frame of the service (Annex III)
- iv. Experience in relevant areas including period of service with contact details of clients (Annex IV)
- v. Bid Guarantee (Annex V)
- vi. Fully filled and signed Form of Bid (Annex VI)

#### **4.6. Contract Period**

The selected SP shall enter into service contract with the Central Bank of Sri Lanka (CBSL) for a period of **one (01) year**. Upon requirement by the CBSL, the contract may be extended with required approvals for further period subject to the satisfactory performance of the SP.

#### **4.7. Non-fulfillment of Contractual Obligations**

Non-compliance to terms and conditions of the awarded contract with required quality/standard and timeliness will be subject to imposition of charges and penalties as specified under section 4.7.1, 4.7.2, 4.7.3, 4.7.4 and 4.7.5 of the TOR.

##### **4.7.1. Delay Charges**

The offer of contract will be subject to the following damages on account of deficiencies that may arise in discharging obligations towards the service contract by the SP. In case of failure to comply with the terms stipulated under section 4.3 and 4.4 (unless the CBSL decides otherwise), Superintendent of the EPFD will impose charges for delays as indicated in Table 01, **subject to maximum of 30 percent** of the total agreed payment for the service.

**Table 01: Impose of Delay Charge**

|   | <b>No. of working days<br/>delayed</b> | <b>Charges (% of the total invoice<br/>value)</b> |
|---|--|---|
| 1 | 1 – 10                                 | Five Percent (5%)                                 |
| 2 | 11 – 20                                | Ten Percent (10%)                                 |
| 3 | 21 – 30                                | Fifteen Percent (15%)                             |
| 4 | More than 30                           | Thirty Percent (30%)                              |

**4.7.2. Inserting ‘C’, ‘C3’ and ‘C1’ Forms into Incorrect Files**

A penalty worth of Rs. 2 for each incorrectly inserted ‘C’, ‘C3’ and ‘C1’ form will be deducted from the invoice submitted for payment.

**4.7.3. Errors Encountered in Preparation of Packing List and Packing Files to Cartons**

A penalty worth of Rs. 10 for each incorrect/duplicate entry mentioned in packing list, and Rs. 10 for each incorrectly inserted file that is not matched with the relevant packing list kept inside the carton and Rs. 5 for inserted empty file will be levied from the SP. A maximum charge of Rs.100 per carton will be levied from the SP for more than 10 errors found in a particular carton.

**4.7.4. Omission of Inserting of ‘C’ Forms into Employer File**

Omission of inserting of ‘C’ forms or any other documents relevant to the year 2020 - 2022 which were handed over to the SP to insert into relevant employer files by SP will be subject to a penalty of 10 percent of the total agreed payment.

**4.7.5. Negligence of Responsibility by SP**

In case of failure to comply with the terms stipulated under section 3 and 4 of this TOR (unless the CBSL decides otherwise), Superintendent of the EPFD will impose of 10 percent of the total agreed payment for the service for negligence of the SP.

#### **4.8. Termination of the Service Contract**

**4.8.1.** EPFD has the sole right to terminate the service contract of the SP at any time with immediate effect due to following reasons.

- i. If the performance of the SP is found to be unsatisfactory, or
- ii. If there is a violation of any condition of this TOR by the SP, or
- iii. Due to any professional negligence by the SP or any member of its staff, or
- iv. In cases where activities of the SP are detrimental to the interests of EPFD and/ or to the CBSL.

**4.8.2.** The EPFD may terminate this service agreement prior to the lapse of the duration of the agreement giving one month notice, without providing any reasons for such termination.

**4.8.3.** The SP shall have the right to terminate the service at any time, by giving one month notice due to following;

- i. If EPFD has not extended the required assistance in accordance with the terms of this agreement and has not taken steps to provide the required assistance within 30 days from notification of such event to EPFD.
- ii. If there is a violation of this agreement by EPFD.

**4.8.4.** In the event of either party terminates this agreement prior to the lapse of the agreed period, the SP is responsible for handing over its work to EPFD in a fit and proper manner in due course.

#### **4.9. Payments Procedure**

Payments will be made on monthly basis upon submission of dully authorized invoices after reviewing the report issued by the independent auditor appointed for assurance of the process and assessing the satisfaction on the completed work by EPFD. Invoices of SP should be handed over to Cooperate Services and Administration Division (CSAD) of EPFD. The SP shall submit the list of contributions remitted to EPF on behalf of the staff deployed by the



SP for this contract along with the invoice. Total job volume completed within the particular month under each category should be separately mentioned in the invoice.

#### **4.10. Confidentiality Agreement**

The selected SP may have access to confidential data or information of EPFD of the CBSL. Therefore, the appointment of a successful bidder is subject to signing of a contract agreement containing terms and conditions including a non-disclosure agreement with EPFD of the CBSL.

#### **4.11. Financial Proposal and Time Frame of the Service**

The total price (inclusive of all local taxes) that the SP will charge to deliver services in accordance with the TOR must be quoted as per financial proposal at Annex III (A) and Time Frame of delivering the service as per the Annex III (B) must be submitted along with the quotation.

#### **4.12. Bid Bond**

The Bid Guarantee should be a Bank Draft or a Bank Guarantee issued by a Licensed Commercial Bank (LCB) of Sri Lanka with a validity period of ninety (90) days from the date of closure of bid amounting to a sum of Sri Lanka Rupees Three hundred Thousand (Rs. 300,000.00) and as per the format given in Annex V written in favor of Superintendent of Employees' Provident Fund.

#### **4.13. Performance Guarantee.**

**4.13.1** Selected SP is required to furnish a Performance Guarantee for a sum equivalent to 10% of the total bid price for the due performance of the contract from an LCB within 10 working days of the date of the Letter of Award form EPFD as format given in Annex VII. The Performance Guarantee should be valid for 15 months.

**4.13.2** If the selected bidder fails to furnish the required Performance Guarantee within 10


working days from the date of awarding the contract, it shall be deemed that the bidder has not accepted the award and its Bid Guarantee will be executed.

**4.13.3** The Performance Guarantee shall be executed by the Superintendent of Employees' Provident Fund Department on behalf of the Monetary Board of the CBSL as compensation for any loss resulting from SPs failure to complete his obligations under the contract.


**4.13.4** The Performance Guarantee will be discharged by the CBSL not later than thirty (30) days from the date of successful completion of the contract.

#### **4.14. Contract Awarding Rights**

The CBSL has the sole right to award the complete assignment to an individual SP or multiple SPs. The CBSL reserves the right to accept or reject any bid or any part of the bids received, without assigning any reason thereof, and is not bound to accept the lowest quotation. Decision of the CBSL shall be final and conclusive regarding the awarding of the contract.



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Professional Records and  
 Information Management  
 in Sri Lanka

PL&P No 1076491

**PACKING LIST**

Carton Number: 

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Deposited Date: 

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|--|--|--|--|--|--|--|--|--|--|

| Client Name         | Packed by  | Name | Signature | Date |
|---------------------|------------|------|-----------|------|
|                     |            |      |           |      |
| Department / Branch | Date Entry |      |           |      |

| FILE # | FILE NAME | SUBJECT CODE | SUBJECT DESCRIPTION | DOCUMENT DATES | RETENTION PERIOD (in months) | HOLD |
|--------|-----------|--------------|---------------------|----------------|------------------------------|------|
| 1      |           |              |                     |                |                              |      |
| 2      |           |              |                     |                |                              |      |
| 3      |           |              |                     |                |                              |      |
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| 5      |           |              |                     |                |                              |      |
| 6      |           |              |                     |                |                              |      |
| 7      |           |              |                     |                |                              |      |
| 8      |           |              |                     |                |                              |      |
| 9      |           |              |                     |                |                              |      |
| 10     |           |              |                     |                |                              |      |
| 11     |           |              |                     |                |                              |      |
| 12     |           |              |                     |                |                              |      |
| 13     |           |              |                     |                |                              |      |
| 14     |           |              |                     |                |                              |      |
| 15     |           |              |                     |                |                              |      |
| 16     |           |              |                     |                |                              |      |
| 17     |           |              |                     |                |                              |      |
| 18     |           |              |                     |                |                              |      |
| 19     |           |              |                     |                |                              |      |
| 20     |           |              |                     |                |                              |      |
| 21     |           |              |                     |                |                              |      |
| 22     |           |              |                     |                |                              |      |

DEPARTMENT COPY

**Weekly Output Report****Year :****Week : DD/MM/ - DD/MM**

| <b>No.</b> | <b>Activity</b>                                       | <b>Zone</b> | <b>No. of Employers/<br/>'C' Forms/<br/>Files/Cartons</b> | <b>Batch<br/>No</b> |
|------------|---|-------------|---|---------------------|
| 1          | Opening of New Files                                  |             |   |                     |
| 2.         | Issuing and Replacing<br>Files                        |             |   |                     |
| 3.         | Inserting 'C', 'C3' and<br>'C1' Forms                 |             |   |                     |
| 4.         | Packing Files into Cartons<br>along with Packing List |             |   |                     |

**Prepared By:****Checked By:****Date:**

**A) Financial Proposal**

| <b>Activity</b>  | <b>Basis</b> | <b>Cost<br/>(Rs)</b> | <b>Tax (Rs)</b> | <b>Total<br/>(Rs)</b> |
|--|--------------|----------------------|-----------------|-----------------------|
| 1. Opening of New Files                                | Per File     |                      |                 |                       |
| 2. Issuing and Replacing Files                         | Per File     |                      |                 |                       |
| 3. Inserting 'C', 'C3' and 'C1' Forms                  | Per Form     |                      |                 |                       |
| 4. Packing Files into Cartons along with Packing Lists | Per Carton   |                      |                 |                       |

**B) Time Frame of the Service**

| <b>Activity</b>  | <b>No. of Staff to be<br/>Deployed</b> | <b>Expected Time Period for<br/>Completion</b> |             |             |
|--|--|--|-------------|-------------|
|  |  | <b>2020</b>                                    | <b>2021</b> | <b>2022</b> |
| 1. Opening of New Files                                |  |  |             |             |
| 2. Inserting 'C', 'C3' and 'C1' Forms                  |  |  |             |             |
| 3. Packing Files into Cartons along with Packing Lists |  |  |             |             |

**Experience in Providing Similar Services**

| <b>Name of the Institution</b> | <b>Period Supplied the Service</b> | <b>Brief Description on the Service Provided</b> | <b>Volume of Documents Inserted Per Day</b> | <b>Name, Designation &amp; Contact No. of the Referencing Officer of the Particular Institution</b> |
|--------------------------------|------------------------------------|--|---|---|
|                                |                                    |  |   |   |
|                                |                                    |  |   |   |
|                                |                                    |  |   |   |
|                                |                                    |  |   |   |
|                                |                                    |  |   |   |

**BID GUARANTEE - (Sample Format)**

To : Superintendent of the Employees' Provident Fund,  
On behalf of the Monetary Board of the Central Bank of Sri Lanka,  
Central Bank of Sri Lanka,  
Level 12, Tower 05,  
No.30, Janadhipathi Mawatha,  
Colombo 01.

WHEREAS.....of  
..... (hereinafter referred to as "the Bidder") has tendered for ..... to the Monetary Board of the Central Bank of Sri Lanka (hereinafter referred to as "the Purchaser").

AND WHEREAS in terms of the Conditions of Tender (Terms of Reference/Instructions to Bidders), the Bidder is required to furnish to the Purchaser a Bank Guarantee from a licensed commercial bank acceptable to the Purchaser in a sum of LKR...../- (Sri Lanka Rupees .....) as security for the due observance by the Bidder of the Conditions of the Tender.

NOW THIS WRITING WITNESSETH that we.....Bank whose registered place of business is at ..... (hereinafter referred to as "the Bank") do hereby guarantee undertake bind and oblige ourselves that in the event of the Bidder:

- a) Withdrawing the Bid at any time during the period of Bid validity after the opening of Bids; or

- b) Failing to execute an Agreement as stipulated in the Conditions of the Tender, and / or
- c) Failing to furnish the Performance Security for the due performance of the contract as required under the Conditions of Tender in the event the Tender is awarded to the Bidder.

The Bank shall and will pay to the said Purchaser a sum not exceeding the total of Sri Lanka Rupees ..... (LKR...../=.) on demand and without cavil or argument and without the Purchaser having to prove or show grounds or reason for the demand for the sums specified therein.

We hereby waive the necessity of the Purchaser demanding the said sum from the Supplier before presenting us with the said demand.

WE FURTHER AGREE that no change or addition to or other modification which may be agreed between the Purchaser and the Bidder shall in any way release us from the liability under this Guarantee and we hereby waive notice of any such change addition or modification.

THIS GUARANTEE shall remain valid and in full effect for ..... days from the date of closure of the tender.

Seal of the Guarantor and authorized signature:

Date:



**FORM OF BID**

To: Superintendent of the Employees' Provident Fund,  
Central Bank of Sri Lanka,  
Level 12, Tower 05,  
No.30, Janadhipathi Mawatha,  
Colombo 01.

**Tender for Outsourcing of the Services of Opening of Files and Inserting of Monthly 'C',  
'C3' and 'C1' Forms into Relevant Files**

Having examined the Invitation to Tender, Conditions of Tender, specifications and all other requirements indicated in the Tender Documents, I/We .....  
.....  
...of ..... hereby offer to undertake the outsourced service of Opening of Files and Inserting of Monthly 'C' and 'C1' Forms into Relevant Files of the Employees' Provident Fund Department of the Central Bank of Sri Lanka in accordance with the conditions and specifications indicated in the tender documents, at the rates quoted in the Price Schedule within the agreed period from the date of acceptance of Tender for the sum of Rupees ..... (Rs.....).

If our Tender is accepted I/we agree to pay to the Central Bank of Sri Lanka a sum of Rupees ..... (Rs.....) within 10 days of the date of acceptance of our tender, by bankers draft from a licensed commercial bank which will be deposited with the Employees' Provident Fund Department of Central Bank of Sri Lanka as a security deposit or to furnish in lieu thereof a Performance Guarantee acceptable to the Central Bank valid for 12

months from the date of acceptance of the award as security for the due performance of the Agreement. Our Tender together with your written acceptance thereof shall form a binding contract between us.

Dated this ..... of ..... Two Thousand and Twenty Two.

Signature

Company Name and address

Witnesses: 1. Signature:

Name:

Address:

Occupation:

2. Signature:

Name:

Address:

Occupation:

**PERFORMANCE GUARANTEE - (Sample Format)**

To : Superintendent of the Employees' Provident Fund,  
On behalf of the Monetary Board of the Central Bank of Sri Lanka,  
Central Bank of Sri Lanka,  
Level 12, Tower 05,  
No.30, Janadhipathi Mawatha,  
Colombo 01.

WHEREAS .....Having its registered office at ..... (hereinafter called "*the service provider* ") has been awarded a contract to provide the service of..... for the Employees' Provident Fund by the Monetary Board of the Central Bank of Sri Lanka (hereinafter called the *Monetary Board*) by letter of award dated ..... and has entered into a contract with the said Monetary Board for such purpose.

AND WHEREAS it is a condition of the said contract that a Bank Guarantee from a Licensed Commercial Bank acceptable to the said Monetary Board be furnished to it as security for the due performance in accordance with the contract document of the contract by the service provider.

AND WHEREAS we have agreed to furnish such a Bank Guarantee.

NOW THEREFORE we .....having its registered office at .....hereby affirm, confirm and undertake that we are responsible to the Monetary Board under this guarantee up to a total of Sri Lanka Rupees .....(LKR...../=) and undertake to pay you upon your first written demand, and without cavil or argument, any sum or sums within the limit of Sri Lanka Rupees ..... (LKR...../=) as aforesaid without you having to prove or show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said sum from the service provider before presenting us with the demand, and any other rights as may be available to surety under any law.

We further agree that no change or addition or other modification of the terms of the contract or of the works to be performed there under or of the Contract Documents which may be made between you and the service provider shall in any way release us from any liability under this Guarantee and we hereby waive notice of such change addition or modification.

This guarantee is valid until the ..... 2024

Signature and Seal of the Guarantor:

Name of the Bank :

Address: