


Government eProcurement System		eProcurement System Government of India	
Tender Details			
			Date : 06-Sep-2019 12:23 PM
 Print			
<b>Basic Details</b>			
<b>Organisation Chain</b>	Employees Provident Fund Organisation  Procurement and Disposal Unit		
<b>Tender Reference Number</b>	IS 6(13)2016/SW/RHEL		
<b>Tender ID</b>	2019_EPFO_500939_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>	
<b>Offline</b>	<b>S.No</b>	<b>Instrument Type</b>	
	1	Demand Draft	
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
1	Fee/PreQual/Technical	.pdf	Copy of EMD Demand Draft of Rs. 7.0 Lakh
		.pdf	COPY OF Purchase Orders/agreements as per S.no. 1 of clause 4
		.pdf	Certificate/undertaking from OEM as per S.no. 2 of Clause 4
		.pdf	Certification of incorporation as per S.no. 3 of clause 4
		.pdf	Memorandum and articles of association as per clause 4
		.pdf	Copy of ballace sheet and P/L A/C and CA certificates as per clause 4
		.pdf	All the documents mentioned in SW.no. 7 to 12 of table under clause 4
2	Finance	.xls	Financial Bid for Tender
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>			
<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		
<b>EMD Fee Details</b>			
<b>EMD Amount in ₹</b>	7,00,000	<b>EMD through BG/ST or EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Central Provident	<b>EMD Payable At</b>	SBI, New Delhi

Fund  
Commissioner**Work /Item(s)**

<b>Title</b>	Annual Maintenance Contract for Red hat products installed at EPFO				
<b>Work Description</b>	Annual Maintenance Contract for Red hat products installed at EPFO (DC - Gurugram, DR- Secunderabad and NDC- Dwarka)				
<b>Pre Qualification Details</b>	Bidders who meet the pre-qualification eligibility requirements would be considered as qualified in Technical Qualification and move to the next stage of financial evaluations.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	2,00,00,000	<b>Product Category</b>	AMC/ Maintenance Contracts	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	365
<b>Location</b>	New Delhi	<b>Pincode</b>	110075	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	NDC - Dwarka, New Delhi
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	06-Sep-2019 01:00 PM	<b>Bid Opening Date</b>	30-Sep-2019 11:00 AM
<b>Document Download / Sale Start Date</b>	06-Sep-2019 01:00 PM	<b>Document Download / Sale End Date</b>	28-Sep-2019 05:30 PM
<b>Clarification Start Date</b>	06-Sep-2019 02:00 PM	<b>Clarification End Date</b>	14-Sep-2019 05:00 PM
<b>Bid Submission Start Date</b>	06-Sep-2019 02:00 PM	<b>Bid Submission End Date</b>	28-Sep-2019 05:30 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	Tender Document	1569.52

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	BOQ	BOQ_524543.xls	Financial Bid for AMC for Red Hat Products	280.00
	2	Tender Documents	TenderDocumentRedHat.pdf	Detailed Tender Document	1555.72

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	sanjay.saini@epfindia.gov.in	SANJAY SAINI	SANJAY SAINI
2.	vijaygautam@epfindia.gov.in	VIJAY GAUTAM	Vijay Gautam
3.	ashok.kumar@epfindia.gov.in	Ashok Kumar	Ashok Kumar
4.	apfc.asd@epfindia.gov.in	MANISH KUMAR NAIYYER	MANISH KUMAR NAIYYER

**Tender Inviting Authority**

<b>Name</b>	Regional P.F Commisiioner (IS-HW)
<b>Address</b>	National Data Centre EPFO Complex First Floor Plot no. 23 Sector- 23, Dwarka, New Delhi.

**Tender Creator Details**

<b>Created By</b>	SANJAY SAINI
<b>Designation</b>	SECTION OFFICER
<b>Created Date</b>	06-Sep-2019 12:09 PM



## EMPLOYEES' PROVIDENT FUND ORGANIZATION

### MINISTRY OF LABOUR & EMPLOYMENT

### GOVERNMENT OF INDIA

Tender Reference No. IS 6(13)2016/SW/RHEL

Tender for selection of agency

For

Annual Maintenance Contract for Red Hat Products installed  
at EPFO (DC- Gurugram, DR-Secunderabad and NDC-Dwarka)

#### GENERAL INFORMATION

The Tender documents can be downloaded from the website [www.epfindia.gov.in](http://www.epfindia.gov.in) & <https://eprocure.gov.in/eprocure/app>. However, it is mandatory to download official copy of tender document from NIC's e-procurement portal (<https://eprocure.gov.in/eprocure/app>) for bidding in this tender. Please refer to 'Special instructions to Bidders for e-Tendering' in this document for details.

Any information for the bidders on this tender/ invitation to bid/ invitation for expression of interest or any other information will be uploaded on NIC's e-procurement portal only.

Similarly, any corrigendum(s) or extension of dates or change in specifications or any other information will be uploaded for the information of the public on NIC's e-procurement portal only. No individual letters / emails will be sent regarding this.

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## 1. Definitions

- a. **“Tender Document”** means this entire document and any other documents provided along with this TENDER or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
- b. **“Bidder”** means the parties who will be offering the service(s) and /or materials as required in the TENDER. The word bidder when used in the pre-award period shall be synonymous with parties bidding against this Tender Document, and when used after award of the Contract shall mean the successful party with whom the Purchaser signs the agreement for rendering of services for implementation of this contract.
- c. **“Proposal / Bid”** means the Technical and Financial bids submitted for this contract against this Tender Document.
- d. **“Purchaser”** here wherever mentioned means the Employees’ Provident Fund Organization (EPFO).
- e. **“Vendor / Service Provider/ Agency”** means the successful Bidder, i.e. the entity with whom the order is placed pursuant to the Tender Document and shall be deemed to include the Vendor’s / service provider’s successors, representatives, heirs, executors, administrators and permitted assigns as the case may be unless excluded by the terms of the contract.
- f. **“EPFO Location”** means National Data Centre, Employees’ Provident Fund Organisation, Dwarka, New Delhi – 110 075.
- g. **“Contract”** means the Agreement entered into by the Service Provider with the EPFO as recorded in the Contract form signed by the Purchaser and the Service Provider including all attachments and Annexures thereto, the Tender Document and all Annexures thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.



## 2. Fact Sheet

### a. Important Dates:

S. No.	Particular	Details
1.	Start date/time of issuance / sale of Tender Document	06 <sup>th</sup> September, 2019 10.00AM
2.	Last date/time for issuance / sale of Tender	27 <sup>th</sup> September, 2019 05.30 PM
3.	Last date and time for Tender Submission	28 <sup>th</sup> September, 2019 05.30 PM
4.	Date and time of opening of Eligibility Criteria (Pre-qualification & Technical)	30 <sup>th</sup> September, 2019 11.00 AM
5.	Date and time for opening of Commercial Bids	To be communicated to the qualified Bidders

**b. Important Details:**

**Last Date & Time of receipt of online bids:** The last date & Time of receipt of online bids is upto 05.30 PM on 28<sup>th</sup> September, 2019 through E-procurement portal of NIC.

**Date & Time of opening of online bids:** The tenders will be opened at 11:00 AM on 30<sup>th</sup> September, 2019 online through E-procurement portal of NIC. All the bidders are requested to attend this event online. In case, if due to a holiday or an emergency or due to some extraordinary reasons, the tenders remain unopened on this date, then the tenders would be opened online on the next working day at the same time at e-procurement portal of NIC.

No	Topic
1	<p>The Employees' Provident Fund Organization (Head Office) intends to float the tender through e-Procurement Portal of NIC(<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) for the selection of agency for AMC of Red Hat Products at EPFO.</p> <p>EPFO accordingly invites responses from the Bidders who have expertise in providing AMC Services for Red Hat Products in various Government entities. In this connection, the Tender Document is prepared and made available on the EPFO Website and e-Procurement Portal of NIC. Please visit EPFO Website (<a href="http://www.epfindia.gov.in">www.epfindia.gov.in</a>) or e-Procurement Portal of NIC(<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) for detailed information in this regard.</p>
2.	Tender Document can be Downloaded from <a href="http://www.epfindia.gov.in">www.epfindia.gov.in</a> or e-Procurement Portal of NIC( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ).
3.	Earnest Money Deposit of Rs.7.0 Lakh, by Demand Draft in favour of Central Provident Fund Commissioner and payable at State Bank of India, New Delhi.
4.	Proposals should be submitted in the following language: English
5.	Taxes: As applicable
6.	Proposals must remain valid for 180 days from the date of submission.
7.	Bidders must submit their tender along with necessary documents through on-line mode in NIC's e-Procurement portal only. No Physical documents are required to be submitted in the e-Procurement process. However, the bidder may bring the original documents for verification at the time of bid opening process for confirmation of the correctness.
8.	Proposals must be submitted through on-line mode only in the NIC's e-Procurement portal not later than 28th September, 2018 5.30 PM.

### **3. Instructions to the Bidders**

#### **a. General**

- i. Every effort has been made to provide comprehensive and accurate background information along with requirements and specifications.
- ii. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by EPFO on the basis of this Tender Document.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of EPFO. Any notification of preferred bidder status by EPFO shall not give rise to any enforceable rights by the Bidder. EPFO may cancel this procurement of services at any time prior to a formal written contract being executed by or on behalf of EPFO.
- iv. This Tender Document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### **b. Complete Tenders/ Completeness of Response**

- i. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the Tender documents carefully. Submission of the bid / proposal shall be deemed to have been done after a careful study and examination of the Tender document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal as noncompliant and the Proposal shall be rejected. Bidders must:
  1. Comply with all requirements as set out within this Tender Document.
  2. Submit the forms as specified in this Tender Document and respond to each element in the order as set out in this Tender Document.
  3. Include all supporting documentations specified in this Tender Document.

#### **c. Consortium**

Consortium is not allowed.

#### **d. Local Conditions**

- i. The bidder may undertake a site visit to National Data Centre, Employees' Provident Fund Organisation, Dwarka, New Delhi – 110 075 where services are to be provided to obtain for themselves at their own responsibility and cost, all or any information that may be necessary for preparing the bid and entering into contract.
- ii. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful bidder from performing any work in accordance with the Tender documents.
- iii. It will be imperative upon every bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the bidder regarding such conditions, except through pre-bid queries as provided under 3(g) below.
- iv. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising therefrom shall be permitted by the Purchaser on account of failure of the bidder to apprise themselves of local laws and site conditions.

**e. Law and Procedure**

**i. Applicable Law**

The law which is to apply to the Contract and under which the Contract is to be constructed should be Indian Law. Courts in New Delhi, Delhi shall have the exclusive jurisdiction in all matters arising out of this Contract including execution of Arbitration Award.

**ii. Acceptance of Terms and Conditions**

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it would be presumed that all clauses mentioned hereinabove are acceptable to the Bidder

**f. Taxes and Duties**

Taxes shall be as are applicable from time to time and will be paid extra.

**g. Pre-Bid Queries and Clarifications**

**i. Bidders Queries**

The Bidders will have to ensure that their queries if any, shall reach EPFO by e-mail only at email id: [rc.is.hw@epfindia.gov.in](mailto:rc.is.hw@epfindia.gov.in) on or before **5.00 PM on 14<sup>th</sup> September, 2019**. Their queries will be responded through mail before the last date of the Tender Submission (28<sup>th</sup>September, 2019 05.30 PM). There is no pre-Bid Conference in this tender process. The nodal officer and contact details are given below:

**National Data Centre  
Employees' Provident Fund Organisation  
EPFO Complex, I Floor  
Plot No.23, Sector 23, Dwarka  
New Delhi – 110 075  
Nodal Officer: Sh. Animesh Mishra, Regional PF Commissioner (IS-HW)  
Contact No. 011 –28093055**

1. The queries should necessarily be submitted in the following format:

No.	Document Reference(s) (Section & Page Number(s))	Content of Tender Document requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

1. EPFO shall not be responsible for ensuring that the bidders' queries have been received by EPFO. Any requests for clarifications after the indicated date and time may not be entertained by EPFO. E-Mail queries shall carry "Selection of Suitable Agency for AMC of Red Hat Products in EPFO-Tender Query Request" in the subject line.

ii. Responses to Pre-Bid Queries and Issue of Corrigendum

1. The Nodal Officer notified by EPFO will endeavor to provide timely response to all queries. However, EPFO makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does EPFO undertake to answer all the queries that may have been posed by the bidders.
2. At any time prior to the last date for receipt of bids, EPFO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by a corrigendum.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website, [www.epfindia.gov.in](http://www.epfindia.gov.in) and on the tender website of NIC viz. <https://eprocure.gov.in/eprocure/app>.
4. Any such corrigendum shall be deemed to be incorporated into this Tender Document.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, EPFO may, at its discretion, extend the last date for the receipt of Proposals.

**h. Right to Terminate the Process**

- i. EPFO may terminate the Tender process at any time and without assigning any reason, whatsoever with no liabilities towards the bidders. EPFO makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This Tender does not constitute an offer by EPFO. The bidder's participation in this process may or may not result in EPFO selecting the bidder to engage towards execution of the contract.

**i. Earnest Money Deposit (EMD)**

- i. Bidders shall submit, along with their Bids, an EMD of Rs. 7.0 Lakh only, by Demand Draft in favour of Central Provident Fund Commissioner payable at State Bank of India, New Delhi.
- ii. EMD of all unsuccessful bidders would be refunded by EPFO within three months of the notification of the successful bidder. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee.
- iii. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid / proposal submitted without the EMD, mentioned above, will be summarily rejected.
- v. The EMD may be forfeited:
  1. If a bidder withdraws the bid during the period of bid validity.

2. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this Tender Document.

**j. Authentication of Bids**

The Bid Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. The power of attorney shall be executed on Rs. 100 Stamp Paper.

**k. Preparation and Submission of Proposal**

i. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by EPFO to facilitate the evaluation process, and in negotiating a definitive contract for all such activities related to the bid process.

EPFO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ii. Language

The Proposal should be filled and submitted by the bidders in English language only. If any supporting documents submitted online are in any language other than English, translation of the same in English language is to be submitted duly attested, by the Bidders. For purposes of interpretation of the documents, the English translation shall govern/prevail.

iii. Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the Tender Document, must be submitted electronically through e-Procurement Portal only. No offline documents should be submitted to EPFO at any stage.

iv. Late Bids

1. Bids uploaded after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
2. Any bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. EPFO reserves the right to modify and amend any of the above-stipulated conditions /criterion depending upon work priorities vis-à-vis urgent commitments.

v. Evaluation process

1. EPFO will constitute a Proposal Evaluation Committee (PEC) to evaluate the responses of the bidders
2. Such Proposal Evaluation Committee constituted by the EPFO shall evaluate the responses to the Tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the Proposal Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
4. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if need be.

5. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender Document.

#### **l. Contract Duration**

The period of contract shall be for One (1) year only. However, if EPFO desires to extend the contract under any specific requirement or conditions, it may extend the contract for further period of one year as per the same rate, terms and conditions.

Bid(s) with any exception clause shall be treated as invalid bid(s).

#### **m. Tender Opening**

The Proposals submitted up to 05.30 PM on **28<sup>th</sup> September, 2019** will be opened at **11.00 AM on 30<sup>th</sup> September, 2019** by the Nodal Officer or any other officer authorized by EPFO through the e-Procurement Portal, in the presence of such of those Bidders online or their representatives who may be present at the time of opening.

The representatives of the bidders are advised to carry their identity card along with a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

#### **n. Tender Validity**

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of submission of Tender.

#### **o. Tender Evaluation**

- i. Initial Bid scrutiny will be carried out and incomplete details as given below will be treated as nonresponsive. If proposals:
  - Are not submitted as specified in the Tender document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers are submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the Tender Document
  - With lesser validity period
  - No EMD is received. (As per GFR 2017, Rule 170, MSMEs are exempted from EMD on submission of Govt. Notification and fulfillment of MSME certification on AMC of Software & its related services.)
- ii. All responsive Bids will be considered for further processing as below:
  - EPFO will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this Tender document. The decision of the Committee in this regard shall be final.

## 4. Eligibility Criteria.

### Pre-Qualification / Technical Qualification

Sl. No	Requirement	Specific Requirements	Documents Required
1	Technical Capability	Bidder must have proven experience of at least last 3years (financial) in providing delivery, installation and commissioning of Red Hat Products in Government, Government Organizations, Public Sector Undertakings, Nationalized Banks or Public Limited Companies.	Copy of the Purchase orders / agreement
2	Technical expertise	The bidder must be a authorized Service Provider / Re-seller / Stockiest of the product OEM (Redhat).  The bidder must submit the Manufacturer Authorization Form (MAF) in the OEM letter head duly signed by the authorized signatory of the OEM.	(The Certificate from OEM must bear a date after the date of publishing of this tender with specific reference to it)  Undertaking from OEM of the products/services quoted are not end-of-life and are having support for the next 5 years Undertaking from OEM of Warranty and Maintenance Support during the AMC period by the OEM
3	Certificate of Incorporation	The Bidder should be a Company registered in India under the Companies Act, 1956/Companies Act, 2013 and should have been in existence continuously at least for the last 5 completed financial years as on the last date of submission of the bid.	The copy of Certificate of Incorporation should be submitted.
4	Business entity	The Bidder should be an established IT / ITES company and should have been in the business of providing AMC for Software Support Services in Red Hat Products / Platform for a period of at least last three completed financial years as on the date of submission of Bids.	Memorandum and Articles of Associations.
5	Total Turnover from IT& ITES services & Relevant Experience	The Bidder should have a minimum yearly turnover of Rs. 15 crore on IT/ITES including AMC of Software and related Services during each of the last three financial years (2016-17, 2017-18& 2018-119). This is also applicable to entities registered as MSMEs.	<ul style="list-style-type: none"> <li>• Extracts from the audited copy of the Balance Sheet and Profit &amp; Loss Account for the last 3 financial years are to be submitted</li> <li>• Copies of CA certified details for the last three financial years (2016-17, 2017-18 &amp; 2018-19) are to be submitted.</li> </ul>



<b>6</b>	Net Worth	The bidder should have a positive net worth during the last three (3) financial years. i.e. (2016-17, 2017-18 and 2018-19)	<ul style="list-style-type: none"> <li>• Copy of the duly audited Balance Sheet along with Profit &amp; Loss Statements for each of the last 3 financial years.</li> </ul>
<b>7</b>	Legal requirements	<ul style="list-style-type: none"> <li>• The bidder should have submitted IT returns for last 3 completed financial years</li> <li>• The bidder should have <ol style="list-style-type: none"> <li>1. Service Tax Registration</li> <li>2. Income Tax / PAN Number</li> <li>3. GSTN Number / TAN No</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>• Copy of PAN Card</li> <li>• Copy of Sales Tax / VAT registration / GST No / TAN NO.</li> <li>• Copy of IT returns of last 3 financial years.</li> </ul>
<b>8</b>	Undertaking from OEM	Undertaking from OEM and bidder clearly stating that they would facilitate on regular basis with technology / product updates, upgrades, patches & extend support during the entire subscription/ AMC /warranty support period	Undertaking from OEM and Undertaking from bidder is required
<b>9</b>	Quality Certifications	<p>The bidder should have valid Certification in ISO 9001:2008; ISO 20000-1:2011 certification or should be atleast CMMI L3 certified organization or higher.</p> <p>In case of any renewal of the above certificates, the successful bidder must submit the same within three months from the date of award of the contract.</p>	Self-certified copies of valid certificates from authorized agencies (validity at the time of bidding process)
<b>10</b>	Local Service Centers	The bidder should have its own offices in Delhi/NCR.	A Self Certified letter by the authorized signatory
<b>11</b>	Blacklisting	A self-certified letter by the authorized signatory of the bidder that the bidder is currently not blacklisted by any Government, Government Organizations, Public Sector Undertakings, Nationalized Banks or Public Limited Companies and is not under a declaration of ineligibility for corrupt or fraudulent practices as on the date of submission of bids, must be submitted on the original letterhead of the bidder.	A Self Certified letter by the authorized signatory
<b>12</b>	Experience	Bidder should enclose documentary proof in support of satisfactory completion of a minimum of INR 1 Crore (Rupees One Crore only) worth of orders of Red Hat Enterprise Linux (RHEL)/ Red Hat Virtualization Products (RHV)/ Red Hat JBOSS Application Server, preferably in Government Organisation, Public Sector Undertakings, Nationalized Banks and Public Limited Companies executed during each of the three Financial Years (2016-17, 2017-18 and 2018-19)	Copy of the Purchase orders / agreement and installation certificates.



## 5. Technical Qualification Criteria

Bidders who meet the pre-qualification eligibility requirements would be considered as qualified in Technical Qualification and move to the next stage of financial evaluations. Bidders would be checked for eligibility against each pre-qualification eligibility criteria, and are liable to be rejected if found wanting in any one of the listed entries.

The services offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance with any of the technical and functional specifications will attract rejection of the proposal.

## 6. Commercial Bid Evaluation

- a. The Financial Bids of only technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The bidder with lowest qualifying financial bid will be declared as L1 Bidder.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will exclude all taxes and levies and shall be in Indian Rupees and mentioned separately in figures and words.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the man month rate quoted between words and figures, the amount in words will prevail".

## 7. Appointment of Implementation Agency

Award Criteria

Final selection will be made on the basis of lowest cost (L1) basis from amongst the technically suitable tenders from bidders meeting the qualifying criteria.

## 8. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

EPFO reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for EPFO action.

## 9. Notification of Award

Prior to the expiration of the validity period, EPFO will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, EPFO may request the bidders to extend the validity period of the bid.

**The notification of award will constitute the formation of the contract.** Upon the successful bidder's furnishing of Performance Bank Guarantee, EPFO will notify each unsuccessful bidder and return their EMD.

## **10. Performance Guarantee**

EPFO will require the selected bidder to provide a Performance Bank Guarantee of a nationalized bank, within 15 days from the Notification of award, for a value equivalent to 5% of the total cost of contract. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the work and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, EPFO at its discretion may cancel the order placed on the selected bidder without giving any notice. EPFO shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or if EPFO incurs any loss attributable to Bidder's negligence in carrying out the work as per the agreed terms & conditions.

Bid security will be refunded to the successful bidder on receipt of Performance Security

## **11. Signing of Contract**

Post submission of Performance Guarantee by the successful bidder, EPFO shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between EPFO and the successful bidder.

## **12. Failure to Agree with the Terms and Conditions of the Tender Document**

Failure of the successful bidder to agree with the Legal Agreement and Terms & Conditions of the Tender Document shall constitute sufficient grounds for the annulment of the award, in which event EPFO may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the EPFO shall invoke the Performance Bank Guarantee of first successful bidder.

## **13. Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender Document, EPFO shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively called "Prohibited Practices") in the Selection Process. In such an event, EPFO shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, press for compensation and damages payable for, inter alia, time, cost and effort, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal, through the due legal process.
- b. Without prejudice to the rights of EPFO under Clause (a) above and the rights and remedies which EPFO may have under the Letter of Intent (LOI) or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Intent (LOI) or the execution of the Agreement, such Bidder or Supplier shall not be eligible to participate in any tender issued by the EPFO during a period of two years from the date such Bidder is found by EPFO to have directly or

through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of EPFO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI and has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of EPFO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the work or the LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of EPFO in relation to any matter concerning the this work;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by EPFO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 14. Conflict of Interest

The Bidder shall disclose to EPFO in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of such conflict.

## 15. Terms and Conditions: Post Award of Contract

### I. Termination Clause

- i. Right to Terminate the Process

EPFO reserves the right to cancel the contract placed on the selected bidder and recover the expenditure incurred by EPFO under the following circumstances:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the Tender Document and the extension if any allowed, it will be a breach of contract. EPFO reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- f) In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, EPFO reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, EPFO reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which EPFO may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h) EPFO reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

## **II. Consequences of Termination**

- i. In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), EPFO shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successful bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract. However, the bidder shall be paid for all the deliverables rendered upto the effective date of termination.
- ii. Nothing herein shall restrict the right of EPFO to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to EPFO under law or otherwise.
- iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue to be in force on or after such termination.

## **16. Safety & Industrial / Labour Laws**

- a. The contractor shall be solely responsible and shall comply with the provisions of all laws including Labour laws, rules, regulations and notifications issued there under from time to time at its own cost. All safety and labour laws enforced by statutory agencies and by EPFO shall be applicable in the performance of this Contract and the Contractor shall abide by these laws.
- b. The contractor shall ensure regular and effective supervision / control of the personnel deployed by him and give suitable directions for undertaking the contractual obligations.
- c. The contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

## **17.Payment**

- a. Bidder shall raise correct and valid invoice(s) after delivery and commissioning of the product. 100% Payment shall be paid by EPFO on receipt of invoices and Performance Bank guarantee equivalent to 5% of the AMC value.
- b. EPFO will make all efforts to make payment within one month (30 days) from the date of submission of Invoices and Performance Bank Guarantee subject to furnishing of all information and other details required by EPFO.

## **18.Liquidated Damages (LD) – Not applicable**

## **19.Standards and Specifications**

- 1) All the services provided under the contract as mentioned in the scope of work shall have proven reliability and shall be performed to meet the specified objectives and / or relevant as per the best industry practices or as per the OEM benchmarks. Needless to mention that the bidder and the OEM shall jointly and severally be responsible to provide the service (installation, product upgradation, patch upgradation, Security updates etc., ) during the AMC Period.
- 2) In case of any conflict between various services or statutory regulations or security guidelines, the more stringent and comprehensive conditions will prevail.

## **20.Progress Report**

The Bidder or the OEM will submit the following periodical reports related to AMC and product / security upgrade related matters. EPFO team will co-ordinate with the bidder or with the OEM to get such reports for better monitoring and management. The reports may be generated on incident basis or periodical basis.

- (a) Issues reported by g-NOC Team
- (b) Product upgrade details by OEM
- (c) Work progress report of each product as and when required
- (d) Utilization Reports (CPU, Memory, etc.,) as and when required
- (e) Performance Reports as and when required

## **21.Deviation**

All clauses of the tender document and associated documents shall be binding upon the bidder, unless the bidder points out in writing to EPFO its reservations with respect to any clause, and that such reservation has been accepted by EPFO in writing, at the time of submission of tender offer

## **22.Modification**

EPFO shall be entitled by order in writing to enlarge or diminish or reduce the work or make any alteration in their work, procedure, design, character, position, site, quantities, dimensions or in the method of their execution or in the combination and use of material for the execution thereof or order any additional works to be done or any work not be done and the vender will not be entitled to any compensation for any increase /reduction in the quantities of works but will be paid for the actual amount of work done and for approved AMC services related to Red Hat Products against a specific order.

## **23.Acceptance of Service**

The services/contract shall be audited by EPFO or by third party agency appointed by EPFO. The bidder or the OEM shall extend their co-operation during the audit and facts& figures shall be provided to the auditing agency. Further, the bidder or OEM is bound to adhere to the security concerns (if any) reported by the audit agency or by EPFO.

## **24.Audit by Third Party**

EPFO at its discretion may appoint any third party for auditing the activities of onsite services and operations of entire services provided to EPFO, under this contract. The successful bidder shall extend complete co-operation to such third party.

## **25.Penalty**

- 1) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if EPFO has to take corrective actions to ensure functionality of its property, EPFO reserves the right to impose any penalty, which may be equal to the cost it incurs or the loss it suffers for such failures on account of fraud, illegal hacking or manipulation of client's systems and operations, directly attributable to the actions of personnel deployed by bidder.
- 2) EPFO may impose penalty to the extent of damage to any of its equipment, if the damage was due to the actions directly attributable to the AMC support of Bidder.
- 3) EPFO shall implement all penalty clauses after giving due notice to the Bidder.
- 4) If the Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions of the offer document, EPFO reserves the right, either to cancel the order or to recover a suitable amount as may be deemed reasonable as Penalty / Liquidated Damages for non-performance.

## **26.Dispute Resolution Mechanism**

The Bidder and EPFO shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

### **26.1GOOD FAITH NEGOTIATION**

26.1.1 The parties shall endeavor, in the first instance to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement through Good Faith Negotiation.

26.1.2 For the purpose of conducting good faith negotiations, each party shall within 15 days of the commencement of the agreement designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolving any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the party he represents.

26.1.3 The dispute shall not be referred to Arbitration unless and until the provisions of clause 26.1 of this agreement have been complied with.

26.1.4 The representative of the party which considers that a dispute has arisen shall give to the Representative of the other party, a written notice setting out the material particulars of the dispute in



issue. In short, a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.

26.1.5 Within 30(thirty) days, or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representative of both parties shall meet in person at the registered office of either of the parties or at any designated place to attempt in good faith and using their best endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the representatives of both the parties (the settlement).

## **26.2 DISPUTE RESOLUTION**

All disputes between CBT EPF and bidder in respect of the subject matter of this agreement shall be first settled by way of amicable settlement with mutual consent in terms of the above clause. In case the parties fail to settle the dispute amicably, such dispute or difference shall be resolved in terms of provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof.

The amendments to the Arbitration and Conciliation Act, 1996 and the instructions/guidelines/procedures/rules relating to it issued by Government of India from time to time shall be applicable to the parties in the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract between the parties.

Courts in New Delhi, Delhi shall have the jurisdiction over the disputes arising out of this contract.

## **27. Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery or pre-paid Registered/Speed Post with acknowledgement thereof, or transmitted by courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered and if sent by registered post, then on expiry of seven days from the date of posting.

## **28. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or EPFO as the case may be which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any Government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or EPFO shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity and confidentiality survive termination of the contract.

## 29.Failure in delivery

Upon failure of the Bidder to deliver the required services or items as per the bill of materials and quantities in the stipulate time, EPFO may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, EPFO shall /invoke the Performance Bank Guarantee (PBG) of the first successful bidder.

## 30.Limitation of liability

The liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables (license / product validity etc.,) or services covered by this Agreement shall be limited to the payment of direct damages only. However, the bidder shall be levied damages heavily in case of any data leak, unethical practices in office environment, security breach and disclosure of confidential information. The charges will be subject to the quantum of loss to EPFO on incident basis.

## 31.Right to Alter the Number of Quantities for AMC

EPFO reserves the right to alter the number of quantities specified in the tender in the event of changes in plan. Any decision in this regard shall be final, conclusive and binding on the bidder. EPFO reserves the right to place order for additional number of products or to reduce the number of quantities of products specified in the tender document any time during the contract period with the agreed price and the same terms and conditions.

## 32.Scope of Work

The tender is to select a suitable agency of proven competence for the Annual Maintenance Contract of Red Hat Products presently in use in EPFO (DC-Gurugram, DR – Secunderabad and NDC-Dwarka).

### Bill of Materials

S.No.	SKU	Product Description	Qty
1	RH00001	Red Hat Enterprise Linux for Virtual Datacenters, Premium	60
2	RH00003	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes)	30
5	RV0213787	Red Hat Virtualization (2-sockets), Premium	60
6	RH00032	Smart Management (Unlimited guests)	60
7	RH00031	Smart Management	30
8		Red Hat Application Runtimes, Premium (64 Cores) which includes Red Hat JBoss Enterprise Application Platform, Premium (64 Core)	7

### **33.Replacement of Products**

Either the bidder or OEM must ensure timely delivery of the Red Hat Products. In case of any upgrade, Patch release, Security updates etc., the same shall be provided to EPFO during the AMC Period.

### **34.Service Level Agreements**

- a) The selected agency needs to have sufficient number of skilled manpower in position and capable of supporting the AMC of the RedHat products as mutually agreed between EPFO and bidder (or OEM)and to adhere to the scope of work. In case, the agency is not in a position to support or co-operate with EPFO, the penalty would be 10% of the particular product cost. Further, EPFO will be free to cancel the work order and get the work done through alternate agency (bidder) at the cost and risk of the defaulting agency. The work order will be cancelled and 10% of the total cost will be charged as cancellation charges.
- b) There shall be no changes in the rates finalized upon award of the tender to the successful bidder for a period of two years.
- c) In case of any data breach, security breach and breach of confidentiality, penalty shall be applicable. The value shall be assessed on a case to case basis and based on the nature and impact of the breach.

### 35.DETAILS OF THE BID

Sl. No.	Particulars	Details
1	Name of the Client/Purchaser and Address	Employees' Provident Fund Organisation (EPFO), Bhavishya Nidhi Bhawan, 14, Bhikaiji Cama Place, New Delhi-110066.
2	Date of Issue of the Bid Document	<b>06<sup>th</sup>September,2019 10.00 AM</b>
3	Last Date for Issuance / Sale of Tender Documents	<b>27<sup>th</sup> September, 2019 upto 05.30 PM</b>
4	Date and Time for submission of bid including Technical & Financial Bids	<b>28<sup>th</sup> September, 2019 upto 05.30 PM</b>
5	Date , Time and Address of Opening of Eligibility Bids (Pre-Qualification & Technical)	<b>30<sup>th</sup> September, 2019 at 11.00 AM</b> (online through e-procurement portal of NIC)
8	Date and Time of Opening of Commercial Bid	Intimated later (online through e-procurement portal of NIC ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ))
9	Bid Security Amount/ EMD	INR 7,00,000/--

Please note carefully the requirements for submitting bids as set forth in this bid document, and the date and time for submission of bids. Late or delayed bids shall not be considered for evaluation.

EPFO reserves the right to reject any or all bids without assigning any reason thereof at any time.

## 36.Special instructions to Bidders for e-Tendering

### Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents

may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

NIC Helpdesk	
CPP Portal Help Desk	Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk at following numbers& mail ids
Telephone/ Mobile	Customer Support: <b>0120-4200462, 4001002,4001005, 6277787</b> (24x7 CPPP Helpdesk)
E-mail ID	Technical - <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> Policy Related - <a href="mailto:cphp-doe@nic.in">cphp-doe@nic.in</a>

EPFO Contact Details	For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
EPFO Contact Person	Sh. Animesh Mishra, Regional Provident Fund Commissioner (IS)
Telephone/ Mobile	011-28093055 [between 9:15 hrs to 17:45 hrs on working days]
E-mail ID	<a href="mailto:rc.is.hw@epfindia.gov.in">rc.is.hw@epfindia.gov.in</a>
EPFO's Procurement Cell	<a href="mailto:rpfc.pdu@epfindia.gov.in">rpfc.pdu@epfindia.gov.in</a>

## Format 1: Performance Bank Guarantee

To,

The Central Provident Fund Commissioner,  
Employees Provident Fund Organisation,  
14, HUDCO Vishala Building,  
Bhikaji Cama Palace,  
New Delhi-110066

Whereas, <<name of the Service Provider and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide AMC of Red Hat Products to EPFO (hereinafter called "the Purchaser")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>, a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of << 10% of PO value >> and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of << 10% of PO value >>as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:



Our liability under this bank guarantee shall not exceed << 10% of PO value >> (<< 10% of PO value in words>> )

This bank guarantee shall be valid up to <Insert Expiry Date>

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## Format 2: Letter of Proposal

<Location, Date>

To,

**Subject:** Submission of the Technical bid for Selection of Agency for AMC of Red Hat Products at EPFO -  
Regarding

Dear Sir/Madam,

We, the undersigned, offer to provide for the AMC of Red Hat Products at EPFO against your Request for Proposal dated <insert date>. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in separate envelopes.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the Tender document. We would hold the terms of our bid valid for <180> days as stipulated in the Tender document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name of Authorized Signatory

Name of Firm/ Address/ Place/ Date

### **Format 3: Commercial Proposal Templates**

The bidders are expected to respond to the Tender Document using the forms given in this section for Commercial Proposal.

Form A: Covering Letter

Form B: Proforma for Financial Bid

#### **Form A: Covering Letter**

To:

**Subject: Submission of the Financial bid**

Dear Sir/Madam,

We, the undersigned, offer to provide the services against your Request for Proposal dated [Date]. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

**Name and Title of Signatory:**

**Name of Firm:**

**Address:**

**Form B: Financial Proposal  
Performa for Financial Bid**

[On Company's letter head]

**Reference No.:**

**Date:**

To,

**The Regional P.F. Commissioner,**  
Information Services- Hardware  
National Data Centre, Employees Provident Fund Organisation  
First Floor, EPFO Complex, Plot No.23, Sector 23  
Dwarka, New Delhi – 110 075

**Subject: Tender process for the selection of suitable agency for the Annual Maintenance Contract of Red Hat Products at EPFO – Regarding.**

Sir,

In response to subject work, our quotation for the AMC of Red Hat Products at EPFO are as under:

S.No.	Product Code	Product Description	Qty (Q)	Unit Rate per Year in Rs. (R)	Total Cost per year in Rs. (QxR)	In Words
1	RH00001	Red Hat Enterprise Linux for Virtual Datacenters, Premium	60			
2	RH00003	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes)	30			
5	RV0213787	Red Hat Virtualization (2-sockets), Premium	60			
6	RH00032	Smart Management (Unlimited guests)	60			
7	RH00031	Smart Management	30			
8		Red Hat Application Runtimes, Premium (64 Cores) which includes Red Hat JBoss Enterprise Application Platform, Premium (64 Core)	7			
		TOTAL VALUE				

**Note:**

1. The Service Tax, if applicable will be paid by the EPFO to the Bidder.
2. Amount payable to the Bidder shall be subject to TDS as per norms.

Thanking you,

Yours faithfully,

Signature of Bidder:  
(Should be signed by authorized representative of bidder)

**Name of Signatory:**

**Manufacturer's Authorization Form (MAF)**  
**(\* To be submitted on Company (OEM)'s letterhead)**

To,  
The Central Provident Fund Commissioner  
National Data Centre, EPFO Complex  
Plot No.23, Sector- 23  
Dwarka, New Delhi -110075

Dear Sir/Madam,

RE : Manufacturer's Authorization Form (MAF)

We, M/s \_\_\_\_\_ who are established and repute manufacturers of \_\_\_\_\_ having factories/ Depot at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of bidder) to offer their quotation, negative and conclude the contract with you against the above invitation for the Bid.

We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms and conditions of the above referred RFP and the contract for our equipment quoted / services offered against this RFP with \_\_\_\_\_.

We also extend our back to back service support and assurance of availability of our equipment their components and consumables as per terms and conditions of the RFP, to M/s \_\_\_\_\_ for a period stipulated in the tender document.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Signature of the Company Secretary /Authorized Signatory

Name:

Designation:

Name & Address of the Company:

Seal of the Company: