

**EMPLOYEES' PROVIDENT FUND ORGANIZATION
MINISTRY OF LABOUR & EMPLOYMENT
GOVERNMENT OF INDIA**

REQUEST FOR PROPOSAL for

Selection of suitable Agency

For

**Third Party Audit of the services
availed from various agencies by
National Data Centre, EPFO,
Dwarka, New Delhi**

GENERAL INFORMATION

The RFP document can be downloaded from the website 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-tendering 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-tendering 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-tendering portal only. No individual letters / emails will be sent regarding this.

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DISCLAIMER

All information contained in this Request for Proposal (RFP) provided/ clarified are in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the due date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects. EPFO reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. EPFO also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. EPFO reserves the right to suitably change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason at any stage. Any such change/modification would be communicated to the bidders by posting it on the website of EPFO & NIC.

Neither EPFO nor their employees and associates shall have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information supplied by or on behalf of EPFO or their employees and the bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any bidder as part of the RFP process is confidential to EPFO and shall not be used by the bidder for any other purpose, nor distributed to, or shared with any other person or organization in any manner whatsoever.

1. Notice Inviting Tender

“RFP for Appointment of Third Party Auditor (TPA) for services outsourced by National Data Centre, EPFO, Dwarka, New Delhi”

EPFO invites proposals from qualified and experienced agencies for appointment of Third Party Auditor (TPA) for services outsourced by National Data Centre, EPFO, Dwarka, New Delhi.

The Schedule of dates is as follows:

S. No.	Item	Particulars
1.	Mode of Tendering	E-Tendering
2.	Tender Reference Number	No. IS-7(39)2019/TPA for NDC Dated: 09/09/2019
3.	E-Tendering Website	https://eprocure.gov.in/eprocure/app
4.	Tender Document Fee	Nil.
5.	Earnest Money Deposit (E.M.D.)	Earnest Money Deposit of Rs. 2 Lakhs, by Demand Draft in favour of Central Provident Fund Commissioner and payable at SBI, New Delhi.
6.	Last date of submission of pre bid queries	Date:16/09/2019 upto 5.00 pm The queries should be submitted with a subject line as: “TPA: Pre-Bid queries - <Agency’s Name>” at Email : Rc.is.hw@epfindia.gov.in
7.	Date, Time and venue of the Pre- Bid Meeting	Date: 23/09/2019 at 11.00 am Venue: National Data Centre, Employees’ Provident Fund Organisation, EPFO Complex, I Floor, Plot No.23, Sector 23, Dwarka, New Delhi - 110 075
8.	Reply to pre bid queries	On or before 30/09/2019 by 5.00pm through email
9.	Last Date and Time for request of Online Tender Document	Date: 08/10/2019 upto 4.00pm
10.	Last Date and Time for Online submission of the bids	Date: 09/10/2019 upto 4.00pm
11.	Date and Time for opening of Technical bids	Date: 11/10/2019 at 11.00 am Venue: National Data Centre, Employees’ Provident Fund Organisation, EPFO Complex, I Floor, Plot No.23, Sector 23, Dwarka, New Delhi - 110 075
12.	Date and Time for opening of Commercial bids	Shall be intimated to the successful technical bidders in due course of time.

2. Glossary

Abbreviations	
EPFO	Employees' Provident Fund Organisation
Consultant	Third Party Auditor
Bidder	Agency which is participating in the bid as TPA
IT	Information Technology
NDC	National Data Center
IA	Outsourced Service Implementation Agency
SP	Service provider (Same as IA)
NIT	Notice Inviting Tender
O & M	Operations and Maintenance
QoS	Quality of Service
RFP	Request for Proposal
SL	Service Levels
SLA	Service level agreement
UPS	Uninterrupted Power Supply
MSA	Master Service Agreement between TPA & EPFO
EMD	Earnest Money Deposit
LD	Liquidated Damages
BG/PBG	Bank Guarantee/Performance Bank Guarantee

3. Introduction of NDC, EPFO

3.1 Employees' Provident Fund Organisation (EPFO)

EPFO is one of the largest social security organizations in the world in terms of subscribers and the volume of financial transactions undertaken. EPFO is a statutory body set up under Employees Provident Funds' and Miscellaneous Provisions Act, 1952. It enforces the provisions of the Act and administers three Schemes, namely, Employees' Provident Fund Scheme, 1952, Employees' Pension Scheme, 1995 and Employees' Deposit Linked Insurance Scheme, 1976 through a network of offices spread throughout India except the State of Jammu & Kashmir. It provides Provident Fund, Pension and Insurance benefits to the members under the provisions of the Act and Schemes framed there under.

EPFO had computerized its processes in the last decade which enable fast, smooth and hassle free delivery of benefits to the Provident Fund members, Pensioners and Employers. The e-initiatives launched by EPFO include allotment of Universal Account Number (UAN), online portal for members and employers, payments through NEFT, integration with UMANG app and online submission of life certificate. These initiatives enabled PF members to link there multiple PF accounts, online viewing of passbook, filing of online claims and e-nomination etc.. The facility of UAN generation, seeding and approving of KYC of PF members, filing and payments of return/challan, approval of online transfer claims has been provided to the employers through employer portal.

3.2 National Data Center (NDC)

The information technology part of EPFO is steered and managed by its Information Services Department situated in National Data Centre (NDC), Dwarka, Delhi. National Data Centre caters to Computerization, Hardware Purchasing/maintenance, Software Development/maintenance, Database Management, Application Software/ Unified Portal Operations, Support to Field Offices, Helpdesk, Grievances of various nature, Trouble shooting, Data Sharing with different agencies, Related Matters etc. National Data Centre (NDC) has outsourced its various services with a view to garner expertise in order to achieve efficiency and effectiveness in its operations and management. Following is the indicative list of outsourcing agencies engaged by National Data Centre (NDC)

Technical Services			
Sl No	Name of the Agency	Service Deliverable	Purpose
1	RAILTEL Corporation of India Limited	Co-location DC Services	Hardware co-location at DC, Gurgaon and DR, Secundrabad in RailTel premises.
2.	RAILTEL Corporation of India Limited	MPLS-VPN & Internet Leased Line Services	Internet Leased Line Connection for Server Hosting and MPLS-VPN connection for secured internal WAN connection PAN India in EPFO Field Offices including Data Centers
3	RAILTEL Corporation of India	Hosted Managed DC Services	Hardware related to e-Office and SPARROW software have been leased in their premises from RAILTEL, Gurgaon.
4	Power Grid Corporation of India Limited	Internet Leased Line Services	Backup Internet Leased Line connection at DC,DR and NDC
5.	BSNL	MPLS-VPN Services	Backup MPLS-VPN connection at EPFO Field Offices
6	3i-Infotech Private Limited	Operations and Management of g-NOC at NDC, Dwarka through technical personnel deployed at NDC, Dwarka	Operations Management of Servers, Storage, Network and Security appliances installed at DC, DR and NDC through g-NOC, NDC, Dwarka
7.	NICSI	Manpower Services at NDC, Dwarka	Deployment of outsourced technical manpower for software development, testing, implementation and Management of existing portals & other application software.
8	Oracle Corporation	Oracle 12C Database support Services at NDC, Dwarka	Product Update & online technical services. On-site (at NDC, Dwarka) Oracle Manpower Support Services for managing Oracle Database at DC, DR and NDC
9	Red Hat Manpower services	Red Hat technical Support Services at G-Noc ,NDC, Dwarka	On-site (at g-NOC,NDC) Red Hat technical manpower support services for managing the Operating System, Virtual Machines and Application Servers functioning at DC, DR and NDC.
10.	CDAC, Pune	1.Development of Application Software	1. Development of new features in the existing application softwares/portals developed by C-DAC.

		2.Maintenance of Unified Portal	2. Overall maintenance of Unified Portal/FO Interface including e-KYC , e-Sign integration etc.
11	NIC	EPFO Website, EPFiGMS application Support	Development and maintenance of EPFiGMS Portal, hosting and management of EPFiGMS hardware at NIC Data Centre, Hosting of EPFO Website.
	NIC	e-Office and SPARROW application Software	Development and maintenance of e-Office and SPARROW Software. E-Office hardware is hosted in EPFO Infrastructure and SPARROW related hardware shall be migrated from NIC to EPFO Infrastructure.
Non-Technical Services			
12 (a)	M/s World Class Services Private Limited	NDC Administrative Tasks	For facilitating the support tasks of Administration of NDC by way of supplying DEO's. For facilitating the redressal of grievances of the employers and members by e-mails and telephone interactions
12 (b)	Virtuoso		b) For supplying manpower(Office Boys/ Housekeeping)
12 (c)	Pro-Interactive Services (India) Pvt. Ltd.		c) For supplying Security Guards

4. Purpose of the RFP

The purpose of this Request for Proposal (RFP) is for “the selection of the Third Party Audit Agency (TPA) who shall be responsible for performing the Audit for services outsourced by NDC, EPFO. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work for the TPA agency may be referred under Scope of Work section.

4.1. Bid Evaluation Committee

EPFO shall constitute the Bid Evaluation Committee for the purpose of evaluating the Techno Commercial bids and the decision of this committee in the selection process shall be final and binding on all the bidders.

5. Eligibility Criteria

S. No	Clause	Document Required
1	The bidder should be a company the Companies Act, 1956 or Companies Act 2013, The bidder company must be operational for the last 3 years as on date of issuance of this RFP.	Copy of the Certificate of Incorporation.
2	The bidder should have Experience of providing Third Party Auditing (TPA) Services to at least 2 Data Centers of Scheduled Commercial Banks/ Government of India/ State Government/ PSU and other Autonomous Bodies of the Government in the last 3 Indian financial years from the date issue of this RFP.	Work order/agreement, Work order/agreement Certificate from the client indicating the value of the work order.
3	The Bidder should have an Average Annual Turnover of Rs. 100 Crores (Rupees One Hundred Crores) during the last 3 financial years (2016-2017, 2017-18, and 2018-19) from IT/Management consultancy service/ TPA.	Certificate from CA clearly indicating the turn over from IT management consultancy services/TPA supported by Audited Balance Sheet & Profit & Loss A/c statement.
4	The bidder must have at least 100 full time technically qualified personnel on its rolls in the area of Information Technology Audit/Data Centre audit/IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security.	a) Certificate from bidders HR Department for number qualified professionals duly employed by the company. b) Name of the employees along with professional certification copies

5	Bidder should have at least 25 full time professionals professional CISA, CISM, CISSP, CEH, ISO 27001 LA.	A letter from company HR needs to be submitted along with bid.
6	The bidder shall not be under a Declaration of ineligibility corrupt or fraudulent practices.	Undertaking letter in the Company letterhead to be submitted.
7	The bidder should not have conflict of interest i.e. should not have provided any IT services, including program management, systems integration, requirements specification etc., either directly, or indirectly through a consortium, in the past three years for National Data Center, EPFO.	Undertaking letter in the Company letterhead to be Submitted.
8	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Two Lakhs only)	Need to be paid as per the instructions.
9	The bidder should not be convicted of a criminal offence by any competent court of law at the time of issuance of RFP. Declaration in this regard by the authorized signatory of the bidder in the form of Affidavit on the Stamp paper of 100 duly attested by Notary Public.	Undertaking letter on the company letterhead to be submitted.
10	The bidder should have valid GST registration and PAN no as on date of issuance of this RFP. Provide the relevant documents.	Valid Copy of documents to be submitted.

Note:

1. No Consortium or sub-contract will be allowed in the bid. The bidder must meet all the eligibility criteria by itself.
2. The response to tender without submission of proof of above points/requirements will be summarily rejected without any further communication.

6. SCOPE OF WORK FOR TPA

6.1 General

The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the Implementing Agencies (IAs) and add value to improve the National Data Centre operations. It helps EPFO to accomplish the National Data Centre's objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes. The third party audit agency (TPA) will audit the implementation, operations and management, security and compliance with standards and processes of the Data Center.

The TPA would be engaged for a period of three (03) years from the date of signing of Agreement. The period may be further extended on same terms & conditions at the option of the EPFO.

The audit report shall form the basis for quarterly payments to the IAs.

6.2 Objectives

The broad objectives of having TPA are to ensure that:

- The Data Centre operations and management control processes are adequate and functioning as intended.
- Administrative control of data and its confidentiality, security and privacy is with EPFO both de-jure and de-facto.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- Interaction with the various stakeholders occurs as needed.
- Risks are appropriately identified and duly managed.
- The Implementing Agency's actions are in compliance with the laid down policies, standards, procedures, and applicable laws and regulations.
- Quality and continuous improvement are fostered in the NDC operations and management processes.
- Opportunities for improving the processes, policies, standards, administrative and management control, and the NDC's procurement needs may be identified during audits.
- Any other and further objective as may be desired by EPFO

6.3 To have better understanding of the scope of work, the agency would need to

- a. Study the RFPs and the contract signed between NDC and IAs for services outsourced by NDC.
- b. Study MoUs signed between NDC and other institutions.
- c. Study the NDC policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the national data center.

NDC shall provide necessary documents related to above to the TPA.

6.4 Scope of Work

The details of the IAs along with indicative (but not exhaustive) list of scope of work are as follows:

Sl No	Name of the Agency	Service Deliverable	Purpose	Scope of work
1	RAILTEL Corporation of India Limited	Co-location DC Services	Hardware co-location at DC, Gurgaon and DR, Secundrabad in RailTel premises.	Examining the service deliverables as per the purchase order and SLA between EPFO and Service Provider <i>Service deliverable as per the work order and Service Level Agreement signed between Railtel and EPFO. The services which includes, physical connectivity as per the data centre standard, Power, cooling, backup availability, redundant power supply, power backup arrangements, physical and data centre security, access management etc., as per data centre standard.</i>
2.	RAILTEL Corporation of India Limited	MPLS-VPN & Internet Leased Line Services	Internet Leased Line Connection for Server Hosting and MPLS-VPN connection for secured internal WAN connection PAN India in EPFO Field Offices including Data Centres	<i>Secured VPN based MPLS connections at Field office locations, Data Centres (DC, DR and NDC) as per the work order, terms and conditions and as per the Service Level Agreements. The Service deliverables which includes, complaint registration, escalation and monitoring. Secured Internet Leased Line connection as per bandwidth requirements (1:1) stipulated in the purchase order and service</i>

				<i>deliverables as the SLA parameter.</i>
3	RAILTEL Corporation of India	Hosted Managed DC Services	Hardware related to e-Office and SPARROW software have been leased in their premises from RAILTEL, Gurgaon.	<i>Hosted Managed DC Services for providing hardware, storage, operating system, data replication at DR site as per the purchase order. computing power is based on number of CPU and RAM.</i>
4	Power Grid Corporation of India Limited	Internet Leased Line Services	Backup Internet Leased Line connection at DC,DR and NDC	<i>Secured Internet Leased Line connection as per bandwidth requirements (1:1) stipulated in the purchase order and service deliverables as the SLA parameter.</i>
5.	BSNL	MPLS-VPN Services	Backup MPLS-VPN connection at EPFO Field Offices	<i>Secured VPN based MPLS connections at Field office locations, Data Centres (DC, DR and NDC) as per the work order, terms and conditions and as per the Service Level Agreements. The Service deliverables which includes, complaint registration, escalation and monitoring.</i>
6	3i-Infotech Private Limited	Operations and Management of g-NOC at NDC, Dwarka through technical personnel deployed at NDC, Dwarka	Operations Management of Servers, Storage, Network and Security appliances installed at DC, DR and NDC through g-NOC, NDC, Dwarka	<i>Service deliverables as per scope of work which includes server management, storage management, network management, Database Management, Operating System Management, Virutalisation Management, Backup & Replication Management, Data Centre Security, Hardware Security, System Security and Information Security, Operation management of DC, DR and NDC through g-NOC Complaint Management, call escalation, interaction and management of OEM for warranty support etc.,</i>
7.	NICSI	Manpower Services at NDC, Dwarka	Deployment of outsourced technical manpower for software development, testing, implementation and	<i>Deployment of outsourced technical manpower as per the category of manpower stipulated in the purchase order. Verifying qualification and experience. Attendance and execution of work</i>

			Management of existing portals & other application software.	
8	Oracle Corporation	Oracle 12C Database support Services at NDC, Dwarka	Product Update & online technical services. On-site (at NDC, Dwarka) Oracle Manpower Support Services for managing Oracle Database at DC, DR and NDC	<i>Deployment of Oracle certified experienced professional to provide professional services to maintain and administrate the database at EPFO site. Version release up-gradation, security & Patch up-gradation, overall database security, data integrity, information security, tuning and optimizing databases, pin pointing resource hungry queries, database accessibility, table maintenance and oracle system administration. of work</i>
9	Red Hat Manpower services	Red Hat technical Support Services at G-Noc ,NDC, Dwarka	On-site (at g-NOC,NDC) Red Hat technical manpower support services for managing the Operating System, Virtual Machines and Application Servers functioning at DC, DR and NDC.	<i>Deployment Red Hat Certified professional for Operating System, virtualization and middleware deployment, operations management, bugs fixing, product up-gradation, trouble shooting, performance monitoring, integration with virtual machines and application software, application load balancing through middleware, OS performance monitoring, reporting etc.,</i>
10.	CDAC, Pune	1.Development of Application Software 2.Maintenance of Unified Portal	1. Development of new features in the existing application software's/portals developed by C-DAC. 2.Overall maintenance of Unified Portal/FO Interface including e-KYC , e-Sign integration etc.	<i>1. Design, development and implementation of Unified Portal, PMRPY integration, development of Web Services to interconnect with other Government Organisation, Integration with various banks for online fund remittance and its management through Unified Portal. 2. Development and incorporation of new features as per the requirement of EPFO through change request. 3. Improvisation of the existing software, tuning and bug fixing. 4. Periodical application Security Audit and its compliance.</i>

				<p>5. Application Security, resource handling, connection and request handling.</p> <p>6. Application tuning, query tuning etc.,</p> <p>7. Suggestion for backup and archival of application data.</p> <p>8. Forms and Reports</p> <p>9. Application Design document, data flow diagram and detail documentation.</p> <p>10. Operations and maintenance of Application Software</p>
11	NIC	EPFO Website, EPFiGMS application Support	Development and maintenance of EPFiGMS Portal, hosting and management of EPFiGMS hardware at NIC Data Centre, Hosting of EPFO Website.	<p>Maintenance of EPFO Website. Maintenance of Webservers enabling security features for connectivity, operations and management of EPFO Website. Trouble shooting and performance monitoring.</p> <p>Design, development, operations management of EPFiGMS services hosted at NIC Data Centre. Bug fixing, performance monitoring and operations management of EPFiGMS software, Database Management, Application Management, Backup and Retrieval. Application Security, Database Security and hardware security. Reporting and dashboard for monitoring purpose.</p>
	NIC	e-Office and SPARROW application Software	Development and maintenance of e-Office and SPARROW Software. E-Office hardware is hosted in EPFO Infrastructure and SPARROW related hardware shall be migrated from NIC to EPFO Infrastructure.	<p>Design, development, operations management of e-Office software including SPARROW hosted at NIC Data Centre. Bug fixing, performance monitoring and operations management of e-Office including SPARROW software, Database Management, Application Management, Backup and Retrieval. Application Security, Database Security and hardware security. Reporting and dashboard for monitoring purpose</p>

12(a)	M/s World Class Services Private Limited	NDC Administrative Tasks	For facilitating the support tasks of Administration of NDC by way of supplying DEO's. For facilitating the redressal of grievances of the employers and members by e-mails and telephone interactions	<i>Deployment of outsourced manpower for Data Entry and Call Centre Services.</i> <i>Credential verification</i> <i>Maintaining information security and secrecy.</i>
12(b)	Virtuoso	d) For supplying manpower(Office Boys/ Housekeeping)		
12(c)	Pro-Interactive Services (India) Pvt. Ltd.	e) For supplying Security Guards		

6.5 SLA (Service Level Agreement) Monitoring Audit

- TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLAs with IAs. These parameters shall be checked with random performance indicator against each parameter as reflected in the SLA monitoring tool being used to monitor the services. TPA shall collate the results in a report and submit to NDC, EPFO. The TPA shall be responsible for providing the SLA monitoring tool.
- TPA shall also review the configuration/deployment parameters of the SLA monitoring tool against the configuration report submitted earlier to NDC, EPFO and examine the process followed to generate the reports.
- TPA audit would include preparation of templates for reports to be submitted by IA to TPA/ NDC, EPFO and report to be submitted by the TPA to NDC, EPFO. TPA shall also tabulate measurable parameters as defined in the respective SLA's.
- TPA would proactively convey to the stakeholders any concerns based on the information generated using the reports.
- TPA would perform penalty computation as per the SLA and payment conditions mentioned in the agreement between IAs and NDC, EPFO.
- TPA audit would also include center/site inspection to verify those parameters of the SLA, which cannot be monitored using Software Tools.
- Review the helpdesk procedures established by the IA and submit a quarterly Report with recommendations to NDC, EPFO.
- TPA shall review of the configuration, administration, hardening and regular backups of servers, network and security devices.

- Review of the controls with respect to the application software patch management.
- Regularly check performance of the IA as per the Service Level requirements defined in the RFP.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Provide suggestions for changes to improve the service levels.
- The aforementioned monitoring aspects are indicative and not exhaustive in nature.

6.6 Security Audit

- TPA would verify security audit of outsourced services as per standard Industry norms and submit recommendations to NDC indicating the risk elements in the system.
- TPA would review the policy of granting access to the application(s).
- Audit of network architecture from disaster recovery point of view.
- Review of the Antivirus (AV) engines used and the updation of the AV patches.
- Review of the failover configuration testing conducted by IA for databases, SAN, application servers.
- Review of Authorization, authentication and access control are in place for database and critical IT assets security.
- Review Audit trail / Audit log review process followed by IA.
- Review availability of the security processes for the Application(s) and compliance thereof.
- Conduct Web Application(s) Security Audit.
- Conduct Vulnerability Assessment and Penetration Testing (VA& PT) for the IT Infrastructure. Prepare and file periodical report on Security Audit.

6.7 Helpdesk Audit

- Create Helpdesk performance reports and evaluate the same. Performance evaluation of helpdesk.
- Evaluate the planning and management processes used in Helpdesk operations.
- Number of Calls attended by Helpdesk, number of queries attended/un-attended by Helpdesk. Evaluate total resolution time from the time issue is logged.
- TPA would review the mechanism of obtaining data on user satisfaction, feedback on quality of service & post analysis of the same, and would submit a report with recommendations to NDC, EPFO. This task would be done on quarterly basis.

6.8 Operations and Management Audit

- TPA would audit the overall Physical and IT infrastructure management processes of NDC, EPFO.
- TPA would assess the required policies; procedures document as per leading industry practices and apprise NDC, EPFO in case of absence of document with IA.
- TPA would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for datacenter operation and maintenance.
- Audit the exit process for the IA with keeping the transition processes and timelines in mind.

6.9 Exit Process/Transition Management Support

- TPA would envisage with the objective of ensuring preparedness of IA at all the time for any eventuality resulting in termination of contract. TPA audit includes support/ advice in the event of exit of the IA.
- Review the exit process as per the contract.
- Advice NDC, EPFO on documentation, process and procedures necessary for taking over the system from the IA.
- Provide advisory support during the transition period from the current IA to the new IA.

7. Deliverables and Periodicity

Following are the deliverables required from TPA and their periodicity.

Sr.no	Deliverables	Periodicity
1	Audit framework & Procedures and Audit plan	Once, subject to annual review for updates
2	Operations and Management Audit report	Annual
3	Helpdesk Audit	Quarterly
4	SLA Audit	Quarterly
5	Exit Process support	Once
6	Security & Compliance Audit	Annual

8. Obligations of the TPA

8.1 General Standards of Performance:

The TPA shall perform the Services and carry out its obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPA shall always act in respect of any matter relating to this Agreement or to the Services, as a faithful advisor to NDC,EPFO, and shall at all times support and safeguard NDC,EPFO's legitimate interests in any dealings with Third Parties.

Terms of Reference:

The scope of Services to be performed by the TPA is specified in the Scope of Work. The TPA shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

Applicable Laws:

The TPA shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the TPA comply with the Applicable Laws. EPFO shall not be responsible in any manner for any non-compliance of any applicable laws and regulations and or obtaining of any licenses as may be required by the TPA for performance of its obligations under this Agreement.

8.2 Confidentiality

The TPA, and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, Digests or summaries created or derived from any of the foregoing that is provided by NDC,EPFO to the TPA, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to NDC,EPFO's employees, officers or other professionals or suppliers, customers, or contractors of the NDC,EPFO and any other information which the TPA's under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of NDC,EPFO. Notwithstanding the aforesaid, the TPA and its Personnel may disclose Confidential Information to the extent that such Confidential Information was in the public domain prior to its delivery to the TPA, and it's Personnel of either of them or becomes a part of the public knowledge from a source other than the TPA, and its Personnel;

- was obtained from a third party with no known duty to maintain its confidentiality;
- is required to be disclosed by Applicable Laws or judicial or administrative
- or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the TPA, and its Personnel shall give NDC,EPFO prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

8.3 Liability of the TPA

- The TPA's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- The TPA shall be liable to NDC, EPFO for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by TPA.
- The Parties hereto agree that in case of negligence or willful misconduct on the part of the TPA or on the part of any person or firm acting on behalf of the TPA in carrying out the Services, the TPA, with respect to damage caused to NDC,EPFO's property, shall not be liable to NDC,EPFO:
 1. For any indirect or consequential loss or damage; and
 2. for any direct loss or damage that exceeds
 - (a) the Agreement Value that will be signed, or

(b) the proceeds the TPA may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

- This limitation of liability shall not affect the TPA's liability, if any, for damage to Third Parties caused by the TPA or any person or firm acting on behalf of the TPA in carrying out the Services subject, however, to a limit equal to the Agreement Value.
- NDC, EPFO would define "quantum of loss" owing to partial execution of its liability by TPA.

8.4 Reporting Obligations

1. The TPA shall submit to NDC, EPFO the reports and documents specified in the RFP, in the form, in the numbers and within the time periods set forth therein as mandated by NDC, EPFO.
2. The Consultant shall electronically and in hardcopy, submit reports to NDC, EPFO. Such reports shall be submitted within 28 days from end of period.

8.5 Documents Prepared by the TPA to be the sole Property of NDC, EPFO

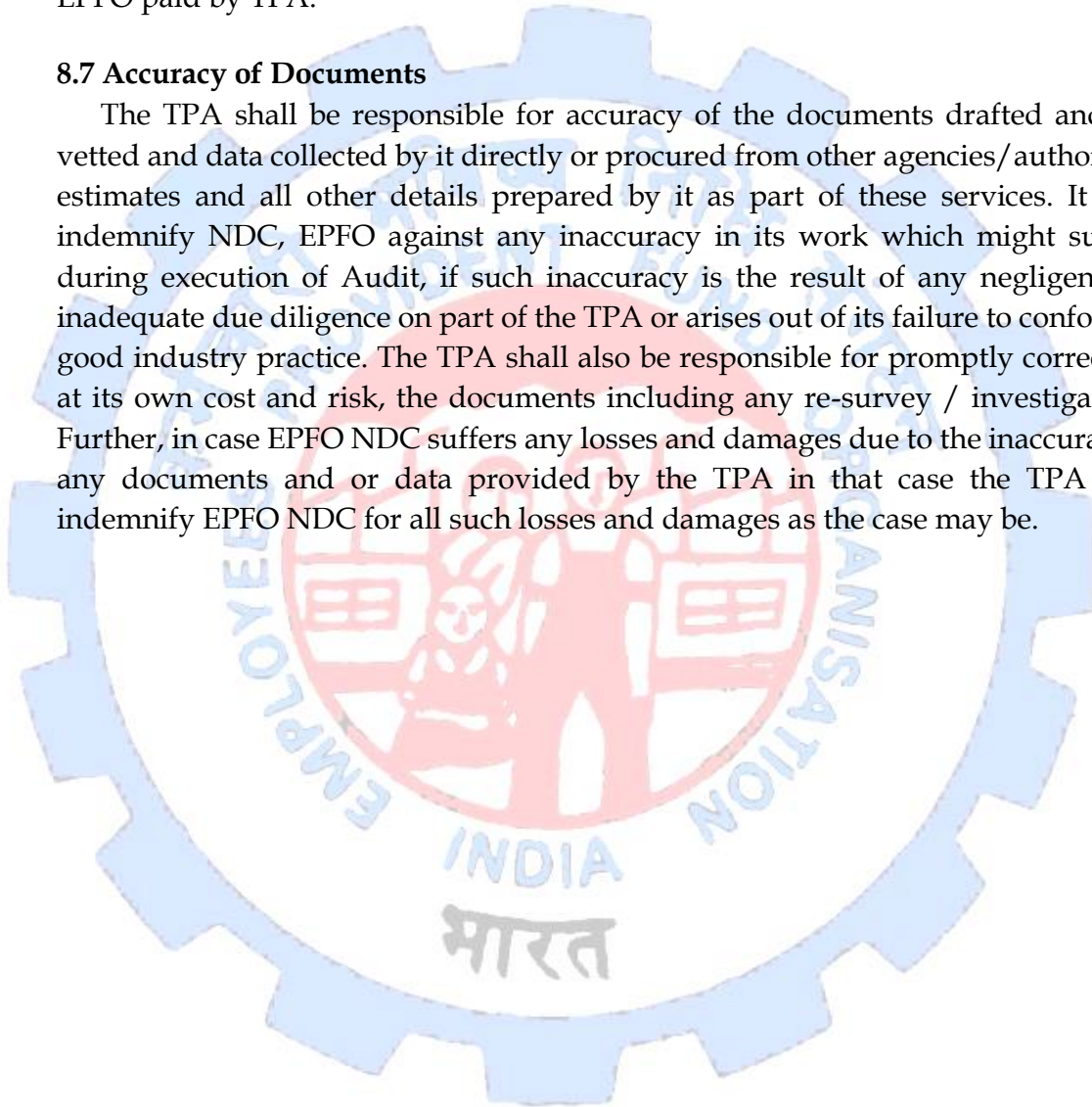
1. All reports and other documents (collectively referred to as "Audit Documents") prepared by the TPA (or any Third Party) in performing the Services shall become and remain the sole property of NDC, EPFO, and all intellectual property rights in such Audit Documents shall vest with NDC, EPFO in perpetuity. Any Audit Document, of which the ownership or the intellectual property rights do not vest with NDC, EPFO under law, shall automatically stand assigned to NDC, EPFO as and when such Audit Document is created and the TPA agrees to execute all papers and to perform such other acts NDC, EPFO may deem necessary to secure its rights herein assigned by the TPA.
2. The TPA shall, not later than termination or expiration of this Agreement, deliver all Audit Documents to NDC, EPFO, together with a detailed inventory thereof. The TPA may retain a copy of such Audit Documents. The TPA shall not use these Audit Documents for purposes unrelated to this Agreement without the prior written approval of NDC, EPFO.
3. The TPA shall under all circumstances hold NDC, EPFO harmless and indemnified for any/all losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Audit Documents, or due to any breach or failure on part of the TPA to perform any of its duties or obligations in relation to securing the aforementioned rights of the NDC, EPFO.

8.6 Materials Furnished by NDC,EPFO

Materials made available to the TPA by NDC, EPFO shall be the property of NDC, EPFO and shall be marked accordingly. Upon termination or expiration of this Agreement, the TPA shall furnish forthwith to NDC, EPFO an inventory of such materials and shall dispose of such materials in accordance with the instructions of NDC, EPFO. All project deliverables by TPA would also be considered as intellectual property of NDC, EPFO. TPA is not permitted to re-use the same in any of their other assignments. The same however would be considered at a royalty cost to NDC, EPFO paid by TPA.

8.7 Accuracy of Documents

The TPA shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. It shall indemnify NDC, EPFO against any inaccuracy in its work which might surface during execution of Audit, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the TPA or arises out of its failure to conform to good industry practice. The TPA shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations. Further, in case EPFO NDC suffers any losses and damages due to the inaccuracy of any documents and or data provided by the TPA in that case the TPA shall indemnify EPFO NDC for all such losses and damages as the case may be.



9. TPA's personnel

9.1 General

- (a) The TPA shall employ and provide such qualified and experienced personnel as stated in the RFP and as per the technical proposal as may be required to carry out the Services.
- (b) The TPA shall deploy the personnel within 30 days of awarding the contract failing which the contract shall be liable for termination and PBG/EMD may be forfeited as per the provisions under clauses 12 and 13. In such an eventuality, the next agency in the bid may be considered for awarding the contract.
- (c) All personnel deployed should have undergone police verification.
- (d) EPFO shall hold screening interviews of the manpower so forwarded by the agency before deployment.

9.2 Resource Requirements

TPA would be required to deploy minimum one full time consultant who will be as per the below mentioned requirements.

- a) He /She should possess prior experience in IT audit projects.
- b) The Consultant will undertake not to sub-contract any part of this scope of work to third parties.
- c) The minimum qualifications and experience will be as following:

Sr. No	Role	No.	Qualification	Total work experience in Years	Experience in the domain of IT Audit/ IT consultancy (years)
1	Consultant	1	B.Tech /B.E/ MCA Certification mandatory: Either of ITIL/CISA /ISO 27001 LA.	5 years	Professional should have experience in areas of IT Application Audit/Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security etc.

9.3 Project Location

The TPA consultant will be required to work at National Data Center, Dwarka, New Delhi or any other Alternate Data Center throughout the duration of the project.

9.4 Working Hours / Days

When engaged, the consultants will keep to the normal working hours of Central Government where the consultant is placed and in case of emergency the hours can also be extended at the discretion of EPFO.

10. Criteria for Evaluation:

The technical proposal will be evaluated using the following criteria:

10.1 Criteria for evaluation of Technical bids:

Sr. No.	Criteria	Maximum Score
1.	<p>The Bidder should have an Average Annual Turnover of Rs. 100 Crores (Rupees One Hundred Crores) in last 3 years 2016-2017, 2017-18, 2018-19) from IT / Management Consultancy Services/ TPA. As documentary proof, Audited Balance Sheet & Profit & Loss A/c.</p> <p>100 to 150 crores (10 marks) 150 to 250 crores (15 marks) More than 250 Cr. (20 marks)</p>	20
2	<p>The bidder must have at least 100 full time technically qualified personnel on its rolls in the area of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security. A Certificate from Head (HR) or company secretary for number of such technically qualified professionals employed by the company to be submitted along with the bids.</p> <p>100 to 125 Professionals (5 Marks) 126 to 150 Professionals (10 Marks) 151 to 175 Professionals (15 Marks) More than 175 Professionals (20 Marks)</p>	20
3	<p>Bidder should have at least 25 full time professionals with professional certifications like CISA, CISM, CISSP, CEH, ISO 27001 LA. A letter from company HR needs to be submitted along with bid.</p> <p>25 to 35 Professionals (5 Marks) 35 to 50 Professionals (10 Marks) More than 50 Professionals (20 Marks)</p>	20
4	<p>The Bidder must have successfully completed/ongoing at least two projects of a minimum order value of Rs 25 lakhs for Third Party Audit (TPA) service for in last 3 years (ending on bid submission date) for Data Centers with Government of India/State Government/ PSU and other Autonomous Bodies of the Government.</p> <p>Copy of work order/ PO/ Agreement / Client reference letter along with client certificate shall be submitted along with proposal.</p>	40

	6 marks for each project subject to maximum 30 marks. An additional 10 marks shall be awarded for TPA experience of Network Services. 5 marks each for each of such experience subject to maximum of 10 marks.	
	Total (Max) Score	100

Note: Bidder has to submit sufficient documents to support their claims for marks.

The commercial bids of only those bidders, who have scored at least 50 marks in technical bid evaluation process, will be considered for commercial bid evaluation.

10.2. Opening & Comparison of commercial bids

1. The Commercial Bids will be opened, in the presence of Bidders' representatives (Maximum two for each bidder) who choose to be present during opening. The Bidder's representatives who are present shall sign a register evidencing their attendance. It is not mandatory for bidders to attend the bid opening.
2. The Commercial Bid of only technically qualified bidders will be opened. Those technically qualified bidders shall be termed as Substantially Responsive. The decision of the NDC, EPFO in this regard shall be final.
3. The Commercial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 50 marks).
4. The selection of TPA shall be based on Quality and Cost Based Selection method. The technical proposal shall be evaluated based on criteria as mentioned under "Technical Criteria". Each responsive Proposal will be given a technical score (St). The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposal shall be computed as follows.

$$Sf = 100 \times Fm / F,$$

Where F = amount of Financial Proposal and Fm=amount of lowest bid.

Combined Quality and Cost Evaluation - The total score shall be obtained by weighting the combined quality/ technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw, \text{ Where } S = \text{total score}$$

St = combined technical score

Sf = combined financial score

Tw = weight assigned to technical score i.e 0.6

Fw = weight assigned to financial score i.e 0.4

For example, if the combined technical score is 80, financial score is 90, then the total score (S) works out to

$$S = 80 \times 0.6 + 90 \times 0.4 = 83$$

The successful applicant shall be the applicant having the highest total score. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score shall be ranked first.

5. NDC, EPFO reserves the right to not to award the contract to the bidder with highest total score without assigning any reasons thereof.

(I) Evaluation of Pre-Qualification Bids

- For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.
- NDC, EPFO may ask the Bidder for additional information whenever the NDC, EPFO feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.
- Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

(II) Evaluation of Technical Bids

- Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.
- The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.
- Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score out of a maximum of 100 points. Bidders who score 50% or more will qualify for the evaluation of their commercial bid.

(III) Evaluation of Commercial Bids

- Financial bids of only those bidders will be opened who score more than the minimum cutoff points in the technical evaluation. The financial evaluation of the commercial proposal will be by determining whether the Commercial Proposals are complete and unconditional.
- The selection of TPA shall be based on Quality and Cost Based Selection method as explained in sub-para 4 of 10.2 above.

10.3. Commercial bid rejection criteria

Commercial bid will be summarily rejected on any of the following situation:

1. Incomplete Price Bid.
2. Price Bids that do not conform to the Tender's price bid format.
3. If any condition or term, except those included in price bid format, written additionally in the price bid.

11. Penalties, Service Level Agreement (SLA) & Payments

11.1 Penalties and Service Level Agreement (SLA)

Subject to conditions of Contract if the successful bidder fails to deliver or perform the Services within the period(s) specified in Milestones indicated in Deliverables, NDC, EPFO shall, without prejudice to its other remedies under the Contract, deduct from the quarterly payments, as penalty, a sum equivalent to 2.5% of the value of the submitted bill for each quarter for per week of delay until actual delivery, up to a maximum deduction of 10%. However if the delay (including extended timelines) is beyond four weeks for 3 consecutive quarter, the contract may be terminated by NDC,EPFO and the Performance Bank Guarantee can be forfeited.

Sr. no	Parameter	SLA	Penalty
1	Agreed deliverables mentioned in the RFP	28 days from the last data submission by EPFO for the services as defined in Scope of Work	0-28 days - No penalty >28 Days - 2.5% penalty of the bill raised by TPA for the respective period per week of delay up to a maximum of 10%

11.2 Currency of Payment

All payments shall be made in Indian Rupees.

11.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

1. NDC, EPFO shall pay to the TPA due amount after deducting the applicable taxes, if any.
2. The payment to the TPA shall be on quarterly basis subject to the completion of due deliverables by TPA as per defined frequency.
3. A pre-receipted bill in triplicate (for the audit and independent monitoring) shall be submitted to NDC, EPFO.
4. All payments under this Agreement shall be made to the account of the TPA as may be notified to NDC, EPFO by the TPA.

12. Performance Bank Guarantee & Liquidated Damages

12.1 Performance Bank Guarantee

- 1) Performance Bank Guarantee (PBG) shall be deemed to be an amount equal to 10% of the contract value (excluding taxes).
- 2) The TPA will furnish a Performance Bank Guarantee (PBG) substantially in the specified form by nationalized scheduled Banks as performance security towards this contract.
- 3) The Successful TPA shall at his own expense, deposit with NDC,EPFO, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) From a Nationalized Scheduled Bank acceptable to NDC, EPFO, payable on demand, for the due performance and fulfillment of the contract by the TPA.
- 4) All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the TPA.
- 5) The performance bank guarantee shall be valid till the Expiration of Agreement plus Three months, subject to annual renewals.
- 6) The Performance Bank Guarantee may be discharged/ returned by NDC,EPFO upon being satisfied that there has been due performance of the obligations of the TPA under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7) In the event of the TPA being unable to service the contract for whatever reason, NDC, EPFO would evoke the PBG. Not with standing and without prejudice to any rights whatsoever of NDC, EPFO under the Contract in the matter, the proceeds of the PBG shall be payable to NDC,EPFO as compensation for any loss resulting from the TPA's failure to complete its obligations under the Contract. NDC, EPFO shall notify the TPA in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the TPA is in default.
- 8) NDC, EPFO shall also be entitled to make recoveries from the TPA's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

12.2 Liquidate damages

In case the successful bidder encounters conditions that are likely to affect the timely delivery of the systems and performance of Services during the performance of the Contract, they shall promptly notify NDC, EPFO in writing of the fact of the delay, its likely duration and its cause(s) with justification.

As soon as practicable after receipt of the successful bidder notice, NDC,EPFO shall evaluate the situation and may, at its discretion, extend the Successful bidder time for performance with or without liquidated damages.

Except as provided above, a delay by the successful bidder in the performance of its delivery obligations shall render the successful bidder liable to the imposition of liquidated damages pursuant to conditions of Contract.

13. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, a refundable EMD of INR 2,00,000/- (Rupees Two Lakhs only)) by Demand Draft in the favour of Central Provident Fund Commissioner and payable at State Bank of India, New Delhi.

The bid will be disqualified if the EMD is not submitted along with the pre-qualification proposal. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 90 days after the award of the contract to the successful bidder. The successful bidder's bid security will be released after signing the Contract and deposit of Performance Bank Guarantee (PBG). No interest will be payable by NDC, EPFO on the amount of the EMD.

The EMD may be forfeited in following cases:

1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
2. In the case of a successful bidder, if it fails within the specified time limit to:
 - a) Sign the Agreement or,
 - b) Furnish the required Performance Bank Guarantee (PBG) - 10% of total contract value.

14. Settlement of Disputes

14.1 Force Majeure

1. Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. NDC, EPFO will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a force majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.
4. Force majeure clause shall mean and be limited to the following in the execution of the work:-
 - War / hostilities
 - Riot or Civil commotion
 - Earth quake, flood, tempest, lightning or other natural physical disaster
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected bidder, which prevent or delay the executive of the order by the selected bidder.
5. The selected bidder shall inform NDC, EPFO in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NDC, EPFO reserve the right to cancel the conditions of empanelment without any obligation to compensate the selected Bidder in any manner for what so ever reason, subject to the provision of clause mentioned.
6. Applicable Law - The conditions shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

7. Notwithstanding above decision of NDC, EPFO shall be final and binding on the bidder

14.2 Termination for insolvency

NDC, EPFO may at any time terminate the Contract by giving written notice to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NDC, EPFO.

14.3 Termination for convenience

NDC, EPFO, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NDC, EPFO's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by NDC, EPFO. The bidder shall not be entitled to claim any damages for such termination on any ground whatsoever.

14.4 Dispute Resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

In case the disputes are not resolved amicably, the same shall be resolved through the process of arbitration. The EPFO NDC shall have the right to appoint a sole arbitrator. The arbitration proceedings shall be held in English language only in Delhi, India.

Any arbitration or dispute w.r.t. agreement will be treated under Arbitration and Reconciliation Act 1996 as amended in 2015.

15. 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 opener's

public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) 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.

0120-4200 462

0120-4001 002

0120-4001 005

0120-6277 787

Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cphp-doe@nic.in

NIC Helpdesk	
Telephone/ Mobile	Customer Support: 0120-4200462, 4001002, 4001005, 6277787 (24x7 CPHP Helpdesk)
E-mail ID	Technical - support-eproc@nic.in Policy Related - cphp-doe@nic.in

EPFO Contact	
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	rc.is.hw@epfindia.gov.in

16. Annexure 1 -Technical Proposal Form

(To be included in Technical Proposal Envelope)

To,
The Regional P F Commissioner,
NDC, EPFO

Subject: Proposal for Selection of TPA for National Data
Centre, EPFO.

Dear Sir/Madam,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for Selection of TPA for NDC, EPFO and to meet such requirements & provide such services as are set out in the Bid Document.

We hereby attach the Technical Bid as per the requirements of the tender document.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and NDC,EPFO or its appointed representatives. If our Bid is accepted, we will submit a Performance Bank Guarantee in the format as prescribed by a Scheduled bank in India, acceptable to NDC, EPFO, of (10% of contract value) for a period of 3 months post expiration of contract period. In case of the delay in the implementation of the assignment, the PBG will be extended accordingly.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

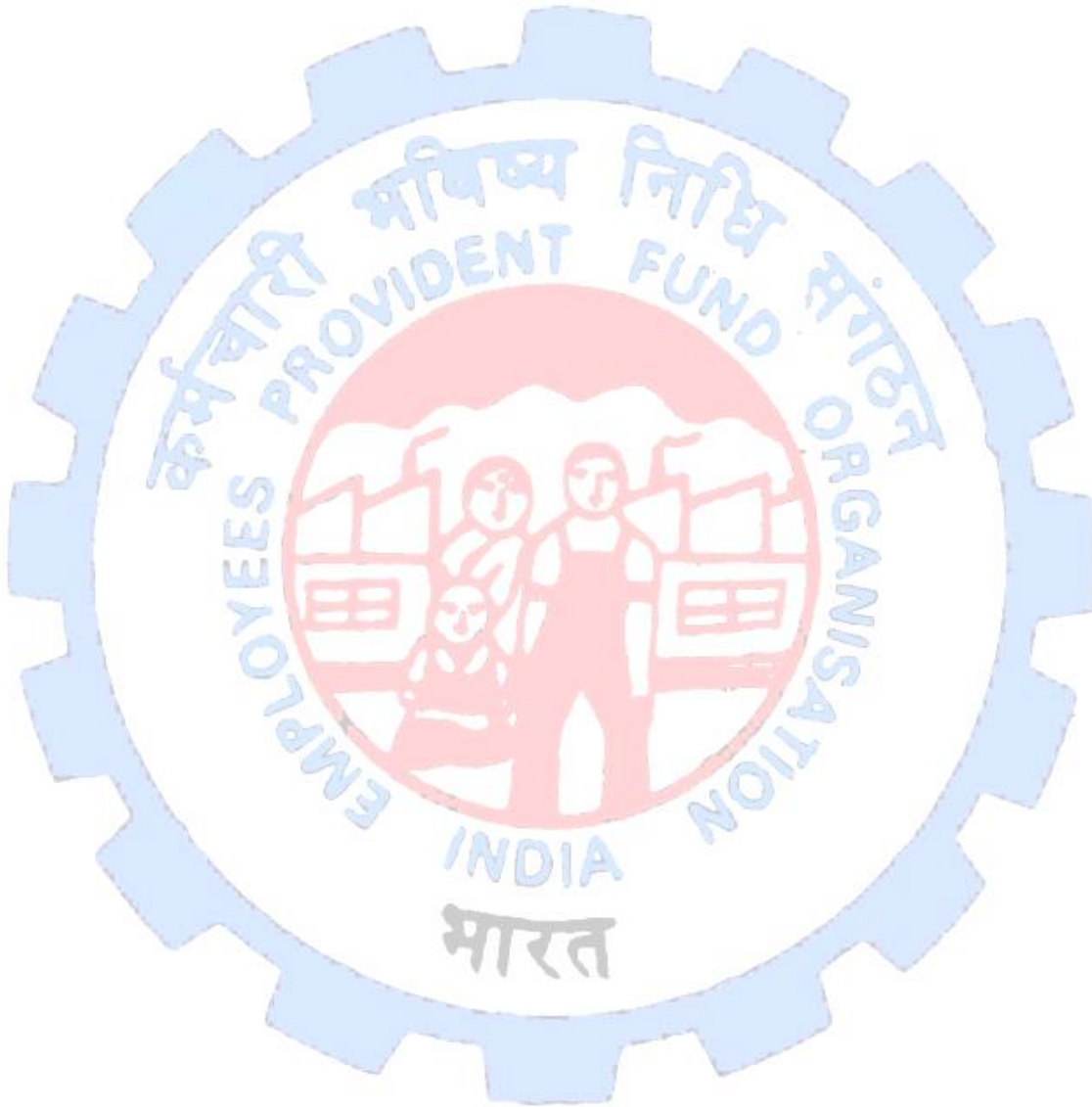
It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day ofXXXX

(Signature)

(In the capacity of) Duly authorized to sign the Bid Response for and on behalf of:

(Name and address of the Bidder) Seal/Stamp of Bidder



17. Annexure 2 –Technical qualification of the bidder

1) Bidder information sheet

Sr. No	Particulars	Details	Page no. (for any attachment)
1	Name & Type of the Organization		
2	Registered office address Telephone number Fax number Email		
3	Correspondence Address		
4	Details of the Contact Person (name, designation, address) Telephone number Fax number Email		
5	Year and Place of the establishment of the Company/firm/society		
6	Service Tax Registration details		
7	Details of the offices present in Delhi, if any		
8	Quality Certifications, if any		

2) Financial capability

Format for providing Financial Information

Sr. No	Description	Financial Year 2016-17	Financial Year 2017-18	Financial Year 2018-19
1	Overall Turnover			
2	Net Profit			
3	Net Worth			

3) Experience

Specific experience in contracts of a similar nature- should be submitted in multiples owing to more than one project description

Sr. no	Item	Guidelines	Attachment Ref. No. for details
1	Name of the project		
2	Client Details	Name; Contact Person's name and number.	
3	Relevant Work Area/domain	Please specify the area of work/ domain relevant to the requirement of this RFP.	
4	No. of locations& number of manpower	Please specify no. of locations and manpower for implementation	
5	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6	Contract Value (in INR)	Provide particulars on contract value assigned to each major phase and milestone.	
7	Project Completion Date, if completed.		

18. Annexure 3 – Financial Bid Format

FINANCIAL BIDCOVERING LETTER

(No Hard Copy to be Submitted)

To,
Regional P F Commissioner,
NDC, EPFO.

Sub/ Ref: Submission of Bid for Selection of TPA for NDC, EPFO.

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the services for Third Party Auditor for the NDC, EPFO. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our commercial proposal.

Particulars (A)	Period (in Months) (B)	Rate per month in Rupees (C)	Total Value in Rupees exclusive of Taxes) (D) = (B) x (C)
Operation and Management Audit	36		
Security and Compliance Audit (Vulnerability Assessment , Penetration Testing and Web Application Security Audit)	36		
Helpdesk Audit	36		
SLA Audit	36		
Exit Support/ Transition Management Audit	36		
Any Other Component			
Total Amount			
Amount in Words			

Note:

1. The total amount shall be considered for the evaluation of Bids. However, the payment shall be released as per actual work executed.
2. The amount quoted should be inclusive of costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.
3. The rates quoted should be inclusive of all Taxes and Duties excluding Service tax which shall be payable extra as per the prevailing rates at

the time of billing. However, at the time of billing, applicable taxes shall be indicated separately in the Bill.

4. NDC, EPFO reserves right to accept prices for all components or group of components from the Commercial bid and also ask L1 bidder to match the lowest prices of components for other bids.

We attach hereto the detailed commercial proposal breakup as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to NDC, EPFO for a sum equivalent to make it 10% of contract value in mentioned above of the total price as quoted in our commercial proposal of the Bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the NDC,EPFO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the NDC,EPFO as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of)..... Duly
authorized to sign the Bid Response for and on behalf of: (Name and
Address of Company)

Seal/Stamp of bidder

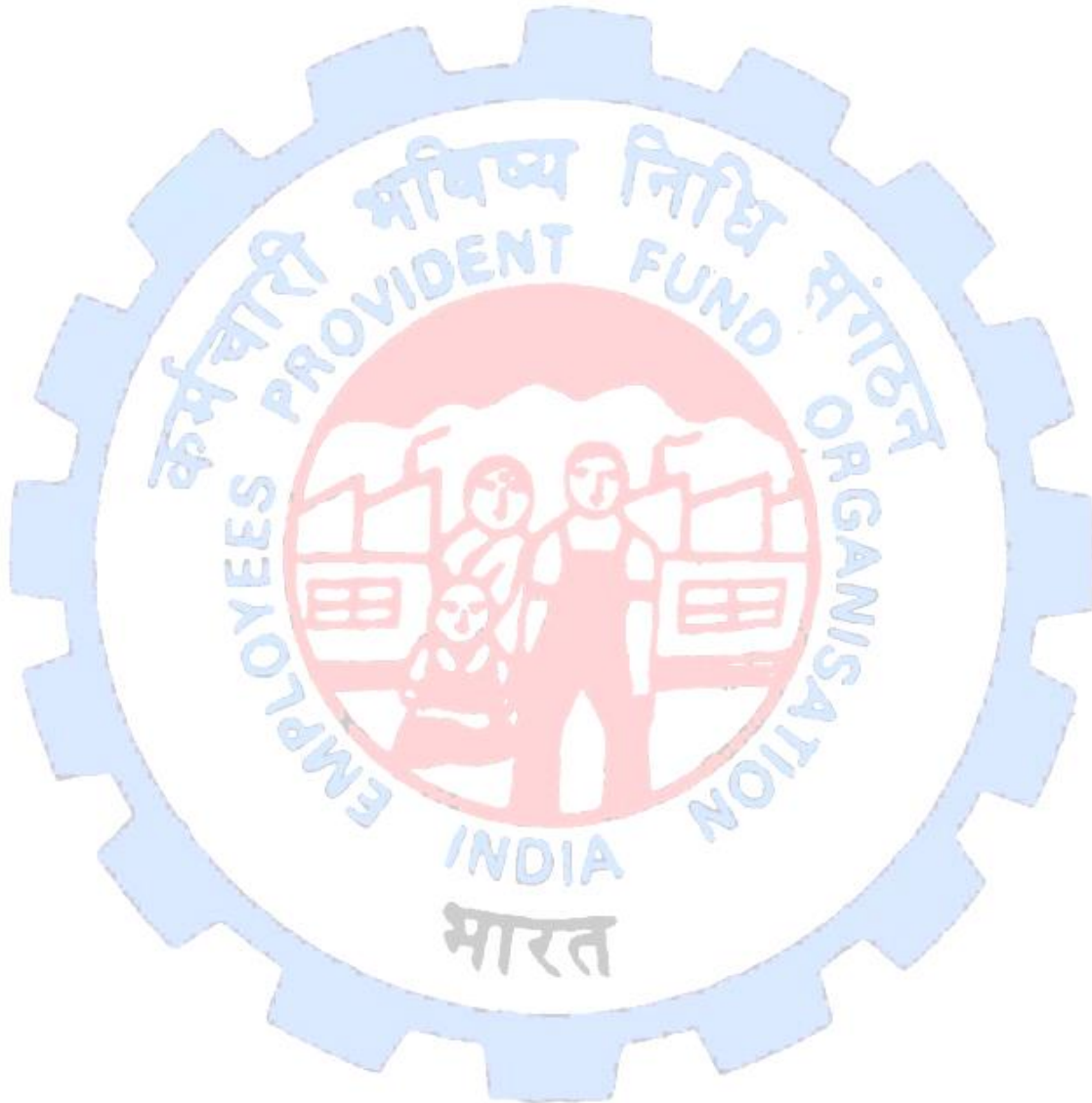
CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal



19. Annexure 4 – Self-declaration

SELF-DECLARATION on non-blacklisting

Ref: _____ Date: _____

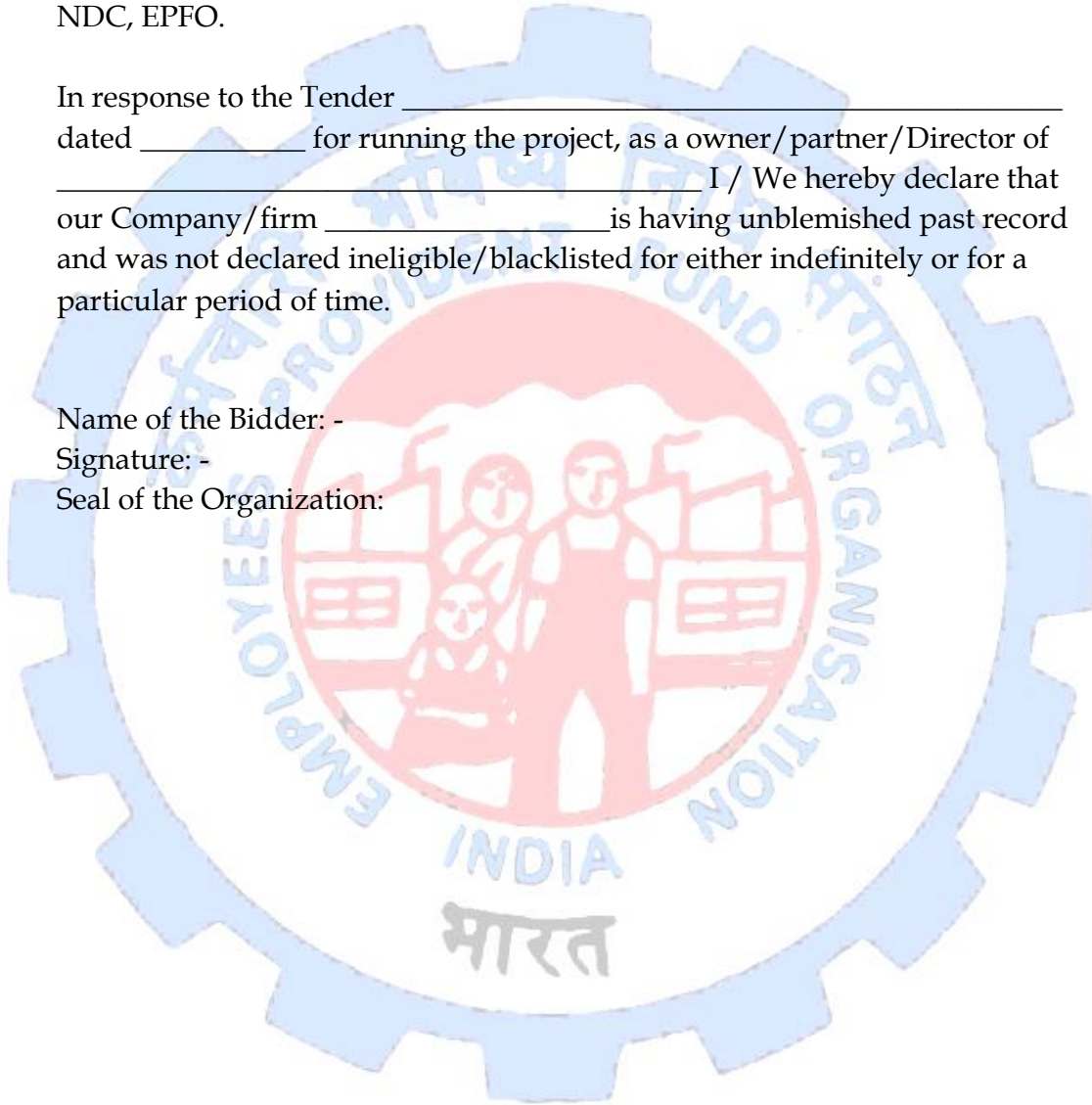
To,
Regional P F Commissioner,
NDC, EPFO.

In response to the Tender _____
dated _____ for running the project, as a owner/partner/Director of
_____ I / We hereby declare that
our Company/firm _____ is having unblemished past record
and was not declared ineligible/blacklisted for either indefinitely or for a
particular period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization:



20. Annexure 5 – Self-declaration

SELF-DECLARATION on No Conflict of Interest

Ref: _____

Date: _____

To,
Regional P F Commissioner,
NDC,EPFO.

In response to the Tender _____ dated _____ for running the project, as a owner/partner/Director of _____ I / We hereby declare that our Company/firm _____ is not having any kind of conflict of interest i.e. we have not provided any IT services, including program management, systems integration, requirements specification etc., either directly, or indirectly through a consortium, in the past three years for NDC, EPFO.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

