

कर्मचारी भविष्य निधि संगठन



Tender Reference No. NDC 1(14)2018/Manpower/Tender

राष्ट्रीय डाटा केन्द्र, क.भ.नि.सं. काम्पलेक्स, प्लॉट न. 23, सेक्टर-23, द्वारका, नई दिल्ली-110075 में एप्लीकेशन सॉफ्टवेयर के विकास, परीक्षण, कार्यान्वयन, पर्यवेक्षण एवं समस्या निवारण के लिए तकनीकी आउटसोर्स कर्मचारी के लिए उपयुक्त एजेंसी के चयन हेतु निविदा आमन्त्रण।

सामान्य सूचना

निविदा दस्तावेज को www.epfindia.gov.in एवं <https://www.tcil-india-electronictender.com> से डाउनलोड किया जा सकता है। हालांकि, इस निविदा में बोली लगाने के लिए टी.सी.आई.एल. के ई-निविदा पोर्टल <https://www.tcil-india-electronictender.com> से निविदा दस्तावेज की आधिकारिक प्रति को डाउनलोड करना अनिवार्य है। कृपया विवरण हेतु इस दस्तावेज में, "ई-निविदा हेतु बोली कर्त्ताओं के विशेष निदेश" का अवलोकन करें।

बोलीकर्त्ताओं के लिए इन निविदाओं/बोली का आमन्त्रण/एक्सप्रेसन ऑफ इंटरेस्ट तथा अन्य कोई जानकारी टी.सी.आई.एल. के ई-निविदा पोर्टल पर ही अपलोड की जाएगी। इसी प्रकार, कोई शुद्धि-पत्र अथवा तिथि को आगे बढ़ाना अथवा विनिर्देशों में परिवर्तन अथवा किसी जानकारी को जनता की सूचना हेतु टी.सी.आई.एल. के ई-निविदा पोर्टल पर ही डाला जाएगा। इस संबंध में कोई व्यक्तिगत पत्र/ई-मेल नहीं भेजा जाएगा।

EMPLOYEES' PROVIDENT FUND ORGANIZATION



Tender Reference No.: NDC 1(14)2018/Manpower/Tender

Tender for selection of agency for providing outsourced technical manpower for Development of Application Software, Testing, Implementation, Monitoring, Troubleshooting and Management at National Data Centre, EPFO Complex, Plot No.23, Sector-23, Dwarka, New Delhi – 110 075.

GENERAL INFORMATION

The Tender documents can be downloaded from the website www.epfindia.gov.in & <https://www.tcil-india-electronictender.com>. However, it is mandatory to download official copy of tender document from TCIL's e-tendering portal (<https://www.tcil-india-electronictender.com>) 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 TCIL'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 TCIL's e-tendering 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 project.
- c. **“Proposal / Bid”** means the Technical and Financial bids submitted for this project against this Tender Document.
- d. **“Purchaser”** here wherever mentioned is referred as 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 the offices including subordinate offices of EPFO across India, each individually referred to as EPFO Location and collectively as EPFO Locations.
- 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	14 th September, 2018 10.00 AM
2.	Last date/time for Submission of Queries	21 st September, 2018 05.00 PM
3.	Pre-Bid Conference	24 th September, 2018 11.00 AM
4.	Issue of corrigendum / Response to query	25 th September, 2018 01.00 PM
5.	Last date/time for issuance / sale of Tender	08 th October, 2018 03.00 PM
6.	Last date and time for Tender Submission	08 th October, 2018 04.00 PM
7.	Date and time of opening of Eligibility Criteria (Pre-qualification & Technical)	09 th October, 2018 11.00 AM
8.	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 04:00 PM on 08th October, 2018 through E-procurement portal of TCIL.

Date & Time of opening of online bids : The tenders will be opened on 11:00 AM on 9th October, 2018 online through E-procurement portal of TCIL. 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 TCIL.

No	Topic
1	<p>The Employees' Provident Fund Organization (Head Office) intends to float the tender through e-Procurement Portal of TCIL(https://www.tcil-india-electronictender.com) for the selection of agency for providing outsourced technical manpower for Development of Application Software, Testing, Implementation, Monitoring, Troubleshooting and Management at National Data Centre, EPFO Complex, Plot No.23, Sector-23 Dwarka, New Delhi.</p> <p>EPFO accordingly invites responses from the Bidders who have expertise in technical manpower deployment in various Government entities. In this connection, the Tender Document is prepared and made available on the EPFO Website and e-Procurement Portal TCIL. Please visit EPFO Website (www.epfindia.gov.in) or e-Procurement Portal of TCIL (https://www.tcil-india-electronictender.com) for detailed information in this regard.</p>
2.	<p>Tender Document can be Downloaded from www.epfindia.gov.in or e-Procurement Portal of TCIL(https://www.tcil-india-electronictender.com).</p> <p>However in this case, the bidders are required to submit the tender fee of Rs. 2000/- (Rupees Two Thousand Only) by NEFT in favor of Central Provident Fund Commissioner and payable at New Delhi (A/c No.35002108902 IFSC Code SBIN0007755, State Bank of India, Bhikaiji Cama Place, New Delhi). <i>In order to be able to participate in the tender, a bidder is required to download official copy of tender document from e-Procurement Portal of TCIL(https://www.tcil-india-electronictender.com)</i></p>
3.	<p>Earnest Money Deposit of Rs.7 Lakhs, by NEFT in favour of Central Provident Fund Commissioner and payable at New Delhi (A/c No.35002108902 IFSC Code SBIN0007755, State Bank of India, Bhikaiji Cama Place, New Delhi)</p>
4.	<p>Any queries / clarifications, if any, may be requested on or before 05.00 PM on 21st September, 2018 through the following mail id and the clarification / corrigendum / response to query shall be issued by 01.00 PM on 25th September, 2018 after Pre-Bid conference which is scheduled to be held at 11.00 AM on 24th September, 2018. The queries /clarification will be mailed to rc.is.hw@epfindia.gov.in</p>
5.	<p>Proposals should be submitted in the following language: English</p>
6.	<p>Taxes: As applicable</p>
7.	<p>Proposals must remain valid for 180 days from the submission date.</p>
8.	<p>Bidders must submit their tender along with necessary documents through on-line mode in TCIL'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.</p>
9.	<p>Proposals must be submitted through on-line mode only in the TCIL's e-Procurement portal not later than 08th October, 2018 by 04.00 PM.</p>

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 public 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. Sub-Contracting of Scope of Work activities

The key manpower must be on the rolls of the company and must possess necessary qualification and certification. Remaining can be deployed on hire / contract basis by the agency. However, the bidder shall be responsible in case of any security / law breach including minimum wages and social security compliance. It is further reiterated that the bidder is not allowed to sub-contract any work with regard to deployment of technical manpower.

e. Local Conditions

- i. The bidder may undertake a site visit to the EPFO locations 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 as provided under clause 2(b)(4).
- 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 appraise themselves of local laws and site conditions.

f. 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. The Courts of Delhi would have exclusive jurisdiction in all the matters arising in the 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.

g. Taxes and Duties

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

h. Pre-Bid Queries, Conference 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 on or before **5.00 PM on 21st September, 2018**. There will be a pre-Bid Conference on **24th September, 2018 at 11.00 AM** at the following address:

**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.			

2. 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 "Deployment of outsourced Technical Manpower-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 and on the tender website of TCIL viz. <https://www.tcil-india-electronictender.com> and emailed to all participants of the pre-bid conference.
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.

i. 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 result in EPFO selecting the bidder to engage towards execution of the contract.

j. Tender Document Fees

The bidder may download the Tender documents from the website www.epfindia.gov.in or <https://tcil-india-electronictender.com>. An amount of Rs.2000/- (Rupees Two Thousand Only) online (NEFT) in favour of Central Provident Fund Commissioner (A/c No.35002108902 IFSC Code SBIN0007755, State Bank of India, Bhikaiji Cama Place, New Delhi), shall be remitted as Tender Document Fees for the Bidder to be considered to be a valid one.

Proposals received without or with inadequate Tender Document fees shall be rejected.

k. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, an EMD of Rs. 7 Lakhs only, by NEFT in favour of Central Provident Fund Commissioner (A/c No.35002108902 IFSC Code SBIN0007755, State Bank of India, Bhikaiji Cama Place, 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 Tender Document Fees and 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.

l. 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.

m. 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 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 condition/criterion depending upon project 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.

n. Project Duration

The agreement shall be awarded initially for a period of two years. The financial rates quoted shall be valid for a period of two years. The service tax levied shall be extra as applicable from time to time. EPFO may at its discretion extend the contract for a period not exceeding one year after the initial period of two years on the same terms and conditions, provided, the same is agreeable to the successful bidder.

o. Tender Opening

The Proposals submitted up to 04.00 PM on **08th October, 2018** will be opened at **11.00 AM on 09th October, 2018** 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.

p. 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.

q. 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
 - Without Tender Document Fee (in case of web download)
 - No EMD is received.
- 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 experience of at least last 5 years(financial) in providing outsourced technical manpower services in the area of Software Development, Software Testing, Software Management and implementation in Government Agencies. Agencies which are already providing similar services to EPFO may also be considered subject to meeting the pre-qualification / Technical qualification criteria.	1. Copy of the Purchase orders / agreement 2. Certificate of performance from customers
2	Technical expertise	<p>The bidders should have technically skilled and experienced manpower in the area of Software Development in various platforms, (Java/Oracle PL/SQL/ ASP.NET/PHP-MYSQL/Postgres/Mango DB/ Docker /Container etc. The bidders should also have the expertise in developing and managing large scale enterprise level applications.</p> <p>The Senior Level manpower with (Five years and above experience) such as domain experts, Application / Database Administrator must be on roll of the company and must possess necessary certification. Remaining can be deployed on hire / contract basis by the agency. However, the bidder shall be responsible in case of any security / law breach including minimum wages and social security compliance. The agency must comply with EPFO/ESIC's statutory requirements.</p>	<p>Details must be provided in Format-3 in respect of minimum 50 number of Manpower deployed during 2017-2018 with their Qualification (BE/ B.Tech/ MCA/ MSC-IT) and relevant experience (minimum 3 years) in field of Application Development, Application Security, Database Security, Web Security, Network Security/ Database Administration & Management. The manpower possess relevant certifications like Certified Java Programmer, Certified Oracle DBA, Microsoft Certified Solution Developer (MCSD), MCSD-MTA, Amazon Web Service certified Developer, Oracle Certified DBA, OCP, OCM, OOE, Red Hat Certified JBoss Developer, Oracle Certified MySQL Developer, PMI-ACP etc.,</p> <p>PF / UAN Number of the employees to be provided with the bid.</p>
3	Certificate for Incorporation	The Bidder should be a Company registered in India under the Companies Act, 1956 and should have been in existence continuously at least for the last 8 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 Technical Manpower for a period of at least last five 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. 75 crore on IT/ITES including manpower services during each of the last three financial years (2015-16, 2016-17 & 2017-18).	<ul style="list-style-type: none"> • Extracts from the audited copy of the Balance sheet and Profit & Loss for the last 3 financial years are to be provided. • Copies of CA certified details for the last three financial years (2015-16, 2016-17 & 2017-18) are to be provided.
6	Net Worth	The bidder should have a positive net worth during the last three (3) financial years. i.e. (2015-16, 2016-17 and 2017-18)	<ul style="list-style-type: none"> • Copy of the duly audited Balance Sheet along with Profit & Loss Statements for each of the last 3 financial years.
7	Legal requirements	<ul style="list-style-type: none"> • The bidder should have submitted IT returns of last 3 completed financial years • The bidder should be registered with <ol style="list-style-type: none"> 1. Service Tax Registration 2. Income Tax / PAN Number 3. GSTN Number / TAN No 	<ul style="list-style-type: none"> • Copy of PAN Card • Copy of Sales Tax / VAT registration / GST No / TAN NO. • Copy of IT returns of last 3 financial years.
8	Quality Manpower	<p>The bidder must have on its roll as on date at least 100 qualified IT professionals in the area of various software development and maintenance activities.</p> <p>Minimum Qualifying Criteria : B.E/B.Tech/M.Sc(CS/IT), MCA/M.Tech/MS (IT)</p> <p>Area of expertise: MS.NET 2.0 / JSP/ J2EE/PHP/Ruby/Perl</p> <p>RMBMS : Oracle, MySQL, Postgres</p> <p>Experience in writing code, Testing, debugging, Preparing User & Operations manual/ Program Debugging.</p>	Certificate from bidder's HR Head of the (bidder's) organization for the number of Technical Personals employed by the company during each of the last three financial years.
9	Quality Certifications	<p>The bidder should have valid Certification in ISO 9001:2008; ISO 20000-1:2011, ISO 27001: 2013 certification or should be at least CMMI ML3 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)

10	Local Service Centers	The bidder should have its own offices in Delhi/NCR and Southern Region (i.e. Hyderabad or Chennai or Trivandrum or Bangalore) (to deploy the manpower at NDC, Dwarka, New Delhi and ADC, Begumpet, Secunderabad, Telungana)	A Self Certified letter by the authorized signatory
11	Blacklisting	A self-certified letter by the authorized signatory of the bidder that the bidder is currently not blacklisted by any Central / State Government (Central/State Government and Public Sector) 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 an authorized signatory
12	Experience	<p>Performance tuning of existing applications.</p> <p>1. General Requirements:</p> <ul style="list-style-type: none"> * Experience in Tailor Made application Development * Experience in Multi-tier Web Application development * Experience development of various Web Services to integrate with other Government Organisation / Banks etc. * Operations and management of existing Software * Performance Tuning of existing application and Bug Fixing. <p>2. User Experience(UX) / Front end development:</p> <p>Skillset/Experience Required:</p> <ul style="list-style-type: none"> • Building dynamic interfaces with HTML CSS, JavaScript, RESTful API's etc. • Should be comfortable with working with languages like java, jsp, C#, PHP etc. • Should have worked with Content Management Systems (CMS) such as Drupal • Should have development experience with MVC frameworks like AngularJS, ASP.net etc. 	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/ NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p>

		<p>and JavaScript libraries like jQuery, React, Vue etc.</p> <ul style="list-style-type: none"> Developing Dashboards with libraries like D3 or other charting libraries. 	YES / NO
		<p>3. Backend Development:</p> <p>Skillset/Experience Required:</p> <ul style="list-style-type: none"> Expertise in latest programming frameworks using Java, PHP, ASP.net, Python etc. 	YES / NO
		<ul style="list-style-type: none"> Expertise in designing and developing API's for communication between different web applications. 	YES / NO
		<ul style="list-style-type: none"> Should be comfortable within the Object Oriented Programming ecosystem while following best industry practices. 	YES / NO
		<ul style="list-style-type: none"> Should have experience working in a Test Driven Development, Unit Testing environment. 	YES / NO
		<ul style="list-style-type: none"> Building secure login/authentication systems 	YES / NO
		<ul style="list-style-type: none"> Experience in Setting, Managing and Working within Version Controlled Environment such as Git, SVN, Mercurial etc. 	YES / NO
		<ul style="list-style-type: none"> Experience in developing and integrating Java applications with Oracle, PL/SQL procedures. 	YES / NO
		<p>4. Database/OS/Network/Security</p> <p>Skillset/Experience Required:</p> <ul style="list-style-type: none"> Experience to work both in Oracle, PL-SQL and JAVA environments with 	YES / NO

		ability to integrate procedures and functions with front end applications <ul style="list-style-type: none"> • Performance tuning and optimization of both new and existing applications • Implementing best industry practices, enabling security features in the applications, Application Security Audit & Fixtures 	YES / NO YES / NO YES / NO
13	Technical expertise of the Company	Brief resume of technical expertise of the company relating to software development, management and implementation in various Government / Public Sector Undertakings.	Documentary proof

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.

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 specification will attract rejection of the proposal.

6. Commercial Bid Evaluation

- The Financial Bids of only technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- The bidder with lowest qualifying financial bid will be declared as L1 Bidder.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will exclude all taxes and levies and shall be in Indian Rupees and mentioned separately in figures and words.
- Any conditional bid would be rejected
- 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 Guarantee should be valid for a period beyond 6 (six) months of the contract period and shall be kept valid till completion of the project and warranty period. 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 project 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 project implementation as per the agreed terms & conditions.

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 Draft 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 the most responsive 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 Project 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 Project;
 - 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:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 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.
- If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- 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.
- 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.
- 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

- 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.
- 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.
- 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 comply with the provision of all laws including Labour laws, rules, regulations and notifications issued there under from time to time. 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 direction 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 invoices after the end of each month. Payment shall be due on receipt of invoices and payment shall be made by the Purchaser on a monthly basis.
- b. The payment will be made based on the actual attendance of the resources and the monthly performance reports which would measure the quantity of work done, the quality of performance and adherence to the timelines on the services delivered as per the timelines for a particular work given by the Purchaser.
- c. If the Bidder deploys replacement of the resources on leave, then there will be no deductions on account of the absenteeism.
- d. Payment would be made after deducting Liquidated Damages, if any.
- e. EPFO will make all efforts to make payment within 15 days from the date of submission of Invoices subject to furnishing of all information and other details required by the Purchaser.
- f. Mobilization Advance equivalent to 1 month's salary of the resources will be given to Bidder for smooth initialization of the project.

18. Liquidated Damages (LD)

EPFO reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by EPFO to the bidder. Liquidated damages will be calculated on non-performance or not providing required quality manpower services as per agreement / SLA. The Liquidated Damages shall be calculated on per day basis. Necessary Liquidated Damages shall be invoked for data breach / Security breach / intentional fraud etc., the value shall be calculated based on the incident, quantum of data and value.

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.
- 2) In case of any conflict between various services or statutory regulations or security guidelines, the most stringent and comprehensive conditions will prevail.

20. Progress Report

The manpower deployed by the bidder will submit the following periodical reports related to software development, issues reported, change requests & its management and progress report on software development on a monthly basis:

- (a) Issues reported by users / EPFO field offices (J-Trac)
- (b) Change Request reports
- (c) Test & implementation reports
- (d) Work progress report of each manpower deployed
- (e) Monthly attendance report
- (f) Salary disbursed which includes the social security benefits provided to the manpower deployed at EPFO.

21.Deviation

Deviations from any clauses of the tender papers shall be clearly brought out by the Bidder at the time of submission in his tender offer. Clauses not so commented upon shall be deemed to have the acceptance of the Bidder and shall therefore, be binding on him.

22. Modification

EPFO shall be entitled by order in writing to enlarge or diminish or reduce the work or make any alteration in their project, 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 manpower supplied against a specific order.

23. Acceptance of Manpower

The application / module / functions etc., developed by the manpower deployed by the bidder will be accepted after proper testing. Accordingly, the bidder must deploy the qualified skilled manpower in the areas of specialization mentioned by EPFO. In case, the deployed manpower is not upto the mark (or) noticed after testing, the said manpower will be replaced immediately by the bidder without any financial implication. The manpower must be capable enough to prepare documentation of their own work.

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 the EPFO, under this contract.

25. Penalty

- 1) The Bidder shall perform its obligations under the agreement entered into with EPFO, in a professional manner.
- 2) In the event of non-deployment of required manpower, penalty would be 10% of the salary category of the manpower cost based on the category of manpower and the same shall be deducted in the next payment.
- 3) 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 personal deployed by bidder.
- 4) 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 staff of Bidder.
- 5) EPFO shall implement all penalty clauses after giving due notice to the Bidder.
- 6) If the Bidder fails to complete the due performance of the contract in accordance with the specification 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:

- 1) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 2) The matter will be referred for negotiation between EPFO and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties does not get resolved by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

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 para.
- 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, confidentiality survive termination of the contract.

29. Failure to agree with Terms and Conditions of the Tender

Failure of the Bidder to agree with the 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 and also invoke the Performance Bank Guarantee (PBG) of the most responsive 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 or services covered by this Agreement shall be 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 Manpower Deployed

EPFO reserves the right to alter the number of technical manpower specified in the tender in the event of changes in plans. Any decision in this regard shall be final, conclusive and binding on the bidder. EPFO reserves the right to place order for additional technical manpower or to reduce the number of technical manpower 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 (ies) of proven competence to supply technically qualified persons to handle the Software Development services in EPFO. Primarily the services would range from managing the existing application software, bug fixing, incorporating new features, development of new application software, software testing, performance tuning etc.

EPFO will either select a single agency or form a panel of agencies for availing the support services during the contract period (two years from the date of signing the contract). EPFO may extend the contract for a further period of one year on mutual discussion and agreement.

Category of manpower:

- (a) **Category – 1:** Senior Developer / Database Administrator / System Analyst – with experience of 5 years and above;
- (b) **Category – 2:** Programmer / Application Support Engineer / Software Tester – with experience of 2 to 5 years and above;
- (c) **Category – 3:** Programmer (Fresher) / Software Tester / Developer - Fresher and upto 2 years experience and above;
- (d) **Category – 4:** Project Manager / Application Version Control Manager / Integrator – with experience of 7 years and above.

33. Staff Deployment

- a. After notification of the award, the Bidder will be required to deploy the personnel immediately. If any resource is found unsuitable for the software project, the Bidder has to substitute him/her with the right resource.
- b. The approximate number of manpower requirement is as follows:
 - (i) Category – 1 - 10 Nos.
 - (ii) Category – 2 - 14 Nos.
 - (iii) Category – 3 - 15 Nos.
 - (iv) Category – 4 - 1 No.
- c. The manpower shall be deployed at National Data Centre, EPFO Complex, Plot No.23, Sector 23, Dwarka, New Delhi. If required, the manpower shall also be deployed at our Alternate Data Centre, Begumpet, Secundrabad. Accordingly, the bidder should have to provide services at these locations.
- d. All deployed personnel should have minimum B.E/B.Tech/MCA/M.Tech/MS (IT), M.Sc (CS/IT) Degree or equivalent or higher recognized qualification from a recognized university.
- e. EPFO shall increase or decrease the manpower requirement with prior notice based upon the project requirement and urgency of work
- f. The Bidder may be required to supply any new category of manpower which is not mentioned in the scope of work. In such a case, EPFO shall intimate the bidder in advance and discuss the rates mutually.
- g. The Category – 4 manpower should have the experience in project execution, co-ordination and implementation of big applications in Government Organizations including Version Control, Deployment, Work Flow design, Systems Design etc., Further, the manpower is also required to have minimum 7 years' experience.
- h. The successful Bidder shall deploy the resources whose CV were submitted in the bid,

Or

They may deploy the resources possessing a similar skill set, qualification and experience.

- i. By signing the contract, the Bidder will be deemed to have represented that its staff possess requisite knowledge and skill set and experience required to perform the services as per the scope of work under this Tender Document, and ensure that it will use its best skill and attention, to provide work described in this Tender Document in a professional and timely manner. It is clarified that the personnel deployed will be on the rolls of the Bidder.
- j. EPFO may, in writing, require the successful Bidder to remove from the project work, any employee deployed on its project, which EPFO deems incompetent, careless or otherwise objectionable including any conflict of interest which may have come to light.
- k. The resources deployed by the Bidder shall be exclusively for the service delivery under the contract arising out of this Tender and shall not attend to any other projects of the Bidder or any other person.

34. Replacement of Personnel

- a. All resources of the Bidder shall be deployed on the Project only after prior approval of the EPFO has been accorded for such deployment.
- b. The Bidder shall not make any changes in the resources deployed by the Bidder on the Project without prior written approval from EPFO.
- c. The Bidder may replace any resource deployed on the Project without the prior approval of EPFO in case of death or medical incapacity of the resource. In such an event, the Bidder shall immediately inform EPFO of such event and shall provide a suitable replacement for such resource within 30 days of the last working day of such resource on the Project.
- d. The Bidder may replace any resource deployed on the Project without the prior approval of EPFO in case any of the resources resign from the employment of the Bidder provided the Bidder has given at least 30 days prior written notice to EPFO. EPFO shall have the right to seek proof from the Bidder on applicability of this clause.

35. Service Level Agreements

- a) The selected agency needs to have sufficient number of skilled manpower in position and capable of supporting the software development activities in a manner desired by EPFO and to adhere to the scope of work. In case, the agency is not in a position to deploy the manpower within the stipulated time, penalty will be applicable for the delay of service. The penalty would be 10% of the manpower cost (number of manpower not deployed and based on the category of the manpower). 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) The responsibility of effective and efficient delivery would rest with the selected agency. Therefore, the educational qualification and experience of manpower deployed is left to the choice of the agency subject to a minimum qualifying criteria specified in the tender document.
- c) The agency shall provide the documentary proof for the qualification and experience of the manpower being provided by them. The agency shall also certify that the bio-data, qualification and experience of the manpower is as per the terms and conditions of the tender.

- d) The selected agency shall pay a minimum of 80% of quoted manpower cost as monthly wages / salary to each of the deployed manpower as per the category. The agency shall furnish the relevant supporting documents in this regard to EPFO for the previous month, every month. The agency shall also provide facility to EPFO to view the dashboard / status with respect to profile of the personal deployed in EPFO and remuneration disbursed to them.
- e) There shall be no changes in the rates finalized upon award of the tender to the successful bidder for a period of two years. On mutual consent, there shall be provision for an upward revision of 8% in the existing rate, in case, the contract is extended further period.
- f) 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.

36.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	14th September, 2018 10.00 AM
4	Email ID for seeking clarifications on the Bid Document	Email: rc.is.hw@epfindia.gov.in with tender number in the subject upto 21st September, 2018 05.00 PM
5	Pre-Bid conference	24th September, 2018 11.00 AM National Data Centre, EPFO First Floor, EPFO Complex, Plot No.23, Sector 23 Dwarka, New Delhi – 110 075 Corrigendum / Response to query will be issued by 25th September, 2018 01.00 PM
6	Last Date for Issuance / Sale of Tender Documents	08th October, 2018 upto 03.00 PM
6	Date and Time for submission of bid including Technical & Financial Bids	08th October, 2018 upto 04.00 PM
7	Date , Time and Address of Opening of Eligibility Criteria (Pre-Qualification & Technical)	09th October, 2018 at 11.00 AM (online through e-procurement portal of TCIL)
8	Date and Time of Opening of Commercial Bid	Intimated later (online through e-procurement portal of TCIL (https://www.tcil-india-electronictender.com))
9	Bid Security Amount/ EMD	INR 7,00,000/--
10	Pass Phrase	The bidders are requested to send the pass phrase for pre-qualification cum technical and commercial bids through e-mail @ rc.is.hw@epfindia.gov.in on or before 11.00 AM on 09th October, 2018. In case, the pass phrase is not submitted, the bid will be archived unopened at the time of tender opening process.

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 and shall either not be received or returned unopened.

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

37.Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Bidders will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, EPFO has decided to use the portal <https://www.tcil-india-electronicstender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender. The portal built using Electronic Tender software is also referred to as Electronic Tender System (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Two Envelope
 1. Broad Outline of Activities from Bidder's Perspective: Procure a Digital Signing Certificate (DSC)
 2. Register on Electronic Tendering System (ETS)
 3. Create Marketing Authorities (MAs), Users and assign roles on ETS
 4. View Notice Inviting Tender (NIT) on ETS
 5. For this tender -- Assign Tender Search Code (TSC) to a MA
 6. Download Official Copy of Tender Documents from ETS
 7. Clarification to Tender Documents on ETS
 - Query to EPFO (Optional)
 - View response to queries posted by EPFO
 8. Bid-Submission on ETS
 9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
 10. Post-TOE Clarification on ETS (Optional)
 - Respond to EPFO Post-TOE queries
 11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial-Part)
 - (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender portal <https://www.tcil-india-electronicictender.com>, Bidders need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines) (Monday to Friday from 9:30 AM to 6 PM except Govt. Holidays) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792 (pl. call in case of emergency during non-office hours)
E-mail ID	ets_support@tcil-india.com

EPFO Contact	
EPFO Contact Person	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	Animesh.mishra@epfindia.gov.in , rc.is.hw@epfindia.gov.in

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS of TCIL's e-Procurement Portal(<https://tcil-india-electronictender.com>).

Note: The Bidder should also upload the scanned copies of all the payment details (Tender Fees and EMD) as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms and the 'Main-Bid', the contents of the Electronic Forms shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the EPFO.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to EPFO office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the Bidder should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

38.SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.,)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

39.Vendors Training Program

One day training (10:00 to 17:00) would be provided by TCIL. Training is optional.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Scheduled Date	To be filled
Venue	To be filled
Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus Taxes as applicable from time to time)

Format 1: Bank Guarantee for Earnest Money Deposit (EMD)

<Location,Date>

To,

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of Tender Document # <<Tender No.>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <EPFO>

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <EPFO> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the Tender Document>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b) This Bank Guarantee shall be valid up-to<<insert date>>)
- c) 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 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 providing outsourced technical manpower to EPFO - Regarding

Dear Sir/Madam,

We, the undersigned, offer to provide outsourced technical manpower for software development, testing, implementation, monitoring, trouble shooting and management at National Data Centre, EPFO on your Request for Proposal dated <insert date> and our Proposal. 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: Manpower Details:

SI No	Name of Employee	Education	Certification	Years of Experience	PF / UAN Number

Format 4: 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 with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). 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 Central P.F. Commissioner,
EPFO, Bhavishya Nidhi Bhawan,
14, Bhikaiji Cama Place,
New Delhi - 110 066.

Attn: Sh. Animesh Mishra, Regional PF Commissioner-I (IS-HW)

Subject: Tender process for the selection of suitable agency for the supply of outsourced Technical Manpower for software development, testing and management of existing application in EPFO – Regarding.

Sir,

In response to subject work, our quotation for the supply of outsourced technical manpower to EPFO are as under:

Sl. No.	Description of Work	Unite Rate of the Manpower cost excluding all taxes & charges,	
		In Figures	In Words
1	Category -1 Manpower		
2	Category -2 Manpower		
3.	Category – 3 Manpower		
4	Category – 4 Manpower		

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: