



GUJARAT INFORMATICS LIMITED

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Sector 10, Gandhinagar, Gujarat 382010
Phone : (079) -23256022 ; <https://gil.gujarat.gov.in/>

Request for Proposal (RFP)

For

**Selection of Third Party Auditor For
various IT Projects of Department of
Science & Technology, Government of
Gujarat**

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- ❖ GIL - Gujarat Informatics limited (A Government of Gujarat Company), On behalf of Department of Science & Technology, Government of Gujarat invites Bids from the organizations for Selection of Firm as Third Party Auditor (TPA) for various IT Infrastructure projects for Department of Science & Technology, Government of Gujarat.
- ❖ GIL/DST, GoG intends to select the firm by inviting the proposals through Open Tender Process.
- ❖ Bids complete in all respects should be uploaded on or before the BID END DATE.
- ❖ Services offered should be strictly as per requirements mentioned in this Bid document.
- ❖ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ❖ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, GoG reserves the right to ask for a revised financial offer.
- ❖ Any subsequent corrigendum / clarifications will be made available on <https://gem.gov.in> or <https://gil.gujarat.gov.in/>. The Selection of firm would be done as per the evaluation method and procedures described in this RFP.
- ❖ As per the industry best practices, Existing O & M Operators for Gujarat State Wide Area Network (GSWAN) & Gujarat State Data Centre (GSDC) as well as newly selected O & M operator of GSWAN & GSDC cannot participate in this RFP.
- ❖ Contract period for this RFP will be of **5 years extendable up to one year with no upward revision in the price.**

In this RFP, the following sections attached are part of Bid Documents.

Section – 1	Project Profile
Section – 2	Scope of Work
Section – 3	Eligibility Criteria
Section – 4	Bid Evaluation
Section – 5	Instructions to the Bidders
Section – 6	Price Bid

Instruction to the bidders for online bid submission:

- ❖ Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://gil.gujarat.gov.in/> and <https://gem.gov.in>.
- ❖ The bids have been invited through e-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gem.gov.in>.
- ❖ Bidders who wish to participate in this bid will have to register on <https://gem.gov.in>.
- ❖ In case of any clarifications required, please contact DGM (Tech), GIL in writing 5 days before the Pre-Bid meeting date.

NOTE: Please address all queries and correspondence to:

Vivek Upadhyay, DGM (Tech)

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DEFINITIONS

In this document, the following terms shall have following respective meanings:

1. "Acceptance Test (AT)" means the acceptance testing of the network links commissioned for GSWAN at SC, all DC and all TC.
2. "Acceptance Test Document" means a document, which defines procedures for testing the Gujarat State Wide Area Network against requirements laid down in the Agreement.
3. "Agreement" means the Service Level Agreement to be signed between the successful bidder and GoG including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. "Authorized Representative/ Agency" shall mean any person/ agency authorized by either of the parties.
5. "TC" means Taluka (Block) headquarters or the offices in the campus area of the office of the Taluka Development Officer (TDO)/Mamlatdar office.
6. "Bidder" means any agency providing Third party auditor services to the department of science and technology, Government of Gujarat, as per the RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom GoG signs the Service Level Agreement.
7. "Contract" is used synonymously with Agreement.
8. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
9. "DC" means district headquarters or the offices in the campus area of the office of District Magistrate (DM) / Collector including offices at this level.
10. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
11. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive GoG of the benefits of free and open competition.
12. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
13. "GoI" shall stand for Government of India.
14. "GoG" shall stand for Government of Gujarat.
15. "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
16. "LoI" means Letter of Intent, which constitutes the intention of the GoG to place the Purchase Order with the successful bidder.
17. "LOA" shall mean Letter of Award of work issued by GoG to the successful bidder. LOA will be issued after the successful bidder gives his acceptance to the LoI.
18. "Operator" means the entity/company providing the services / executing the GSWAN project under the Agreement and is used synonymous with Bidder/Successful Bidder. Request for Proposal: Leased Line and Internet Bandwidth Services for GSWAN.

19. "Period of Agreement" means 5 Years period starting with the date of issuing of Lol/Award of contract, whichever is earlier. The bidder will be engaged by GoG to provide required services as per the scope of this RFP for an initial period of 5 Years extendable for 1 year.
20. "Planned link Outage" means unavailability of network services due to infrastructure maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure.
21. "Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
22. "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
23. "SC" means state headquarters or the offices in the campus area of the Government Secretariat at Gandhinagar or any location where the State Network Center is established.
24. "Service" means provision of Contracted service viz., third party auditor and other associated services for DST, GoG.
25. "Service Down Time" (SDT) means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to GoG. The network shall be operational on all days of a year and 24- hours/ day with in the uptime specified in the Service Level Agreement (SLA). The network is considered as operational when all Centers at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
26. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
27. "Unplanned link Outage" means an instance other than the planned link outage in which no traffic can pass on the selected link through which departments are connected to GSWAN backbone.
28. "Uptime" means the time period when specified services with specified technical and service standards as mentioned in Section-5 are available to GoG and its user organizations. The uptime will be calculated as follows:

Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
29. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
30. "GSWAN – Gujarat State Wide Area Network" is IT Backbone of the state of Gujarat.
31. "GSDC-Gujarat State Data Center" is the central location where all the IT Infrastructure is hosted of the state of Gujarat.
32. TPA-DST (GoG) is Third party Auditor of Department of Science and Technology, Govt of Gujarat for all the projects of DST, GoG

SECTION: 1

PROJECT PROFILE

SECTION -1 PROJECT PROFILE

Gujarat Informatics Limited (GIL), on behalf of Department of Science & Technology (DST), Government of Gujarat intends to invite bids for the "Selection of Third Party Audit Agency for various IT initiative of DST, GoG". The successful bidder will have to act as a single Third party auditor of DST, GoG looking after all the projects coming under the purview of DST, GoG. At present the below projects are under the purview of DST, GoG however selected agency will be responsible for various upcoming projects as well during the contract duration:

- ❖ Gujarat State Wide Area Network (GSWAN) which includes:
 - Gujarat Sachivalaya Campus Area Network (GSCAN);
 - Gujarat Sachivalaya Integrated Communication Network (GSICN)
- ❖ Gujarat State Data Centre (GSDC) including GSDC private cloud
- ❖ Sachivalaya and State Wi-Fi
- ❖ SCAN Wi-Fi and IACMMS (Access Control System)
- ❖ E-Mail Service
- ❖ RC LAN Cabling
- ❖ Urban Wi-Fi and Village Wi-Fi
- ❖ Gujarat urban Area network
- ❖ Gujarat Village Local area network
- ❖ Any other as and when directed by the DST-GoG

Background:

Government of Gujarat (GoG) has established IP based State Wide Area Network (GSWAN) to improve its administrative efficiency. This Wide Area Network is envisaged as the backbone network for data, video and voice communications throughout the State, for the Government operations. GSWAN has modernized the communication setup for Intra-Government and Government-Citizen services. All Government communication and IT infrastructure is linked to GSWAN.

GSWAN links Government offices at the State Secretariat (Sachivalaya), Gandhinagar, called as the State Centre (SC), District Headquarter called as District Centre, and all the Taluka Headquarters called as Taluka Centre (TC) of Gujarat. The key applications envisaged on the network are broadcast, Video Conferencing, Voice and Data Communication, Intranet and Internet Access through State Data Center.

The network topology as conceived and designed for GSWAN is currently based on a hub-and-spoke design topology, with three tiers in to it. Essentially, the network was designed primarily for G2G services and linear hierarchical approach had been followed for application/resource access. GoG has been utilizing bandwidths of 500/250 Mbps each between SC-DC and 200/100 Mbps each between DC-TC from BSNL.

Since 2001 when existing GSWAN started functioning, many GoG departments have progressively rolled out their applications which have been riding on existing GSWAN, which had also been expanded to cater to all these requirements. Till date, more than 6000 GoG offices at DC and TC locations have been connected to GSWAN. In addition, many Departments are seeking for additional larger bandwidths to run their current and future applications such as ATVT, eGujCop, HRMS, TPDS, etc.

GoG is planning to enhance the capabilities of GSWAN and has decided to upgrade the infrastructure and Bandwidths to meet the demands of next generation services and architecture to support future applications like IP based Surveillance, Unified Communication, Wi-Fi etc.

To translate this vision into reality, the need has been felt to strengthen the GSWAN so that the core IT infra can be used optimally. The idea behind this is to modernize the communication set up of Government of

Gujarat, improve the administrative effectiveness and the efficiency and also to strengthen the intra-government and government-citizen interface.

1) Gujarat State Wide Area Network (GSWAN)

Government of Gujarat implemented the Gujarat State Wide Area Network (GSWAN) in the year 2001-02. The end-to-end IP based network was designed for the service convergence (Voice, video and Data) on the same backbone. The key objectives were:

- To modernize the intra-governmental communication setup
- To improve administrative effectiveness and efficiency
- To facilitate improvements in the Quality of Public services

1.1 GSWAN Overview

- GSWAN is end-to-end IP based network was designed for catering G2G Data and Video services on the same backbone.
- GSWAN is one of the largest IP based Multi Service IT infrastructure connecting all Districts and Talukas to State capital Gandhinagar.
- More than 5,000 Horizontal Office locations of Government and semi-government offices are connected with GSWAN.
- All District Centers (DC) are connected to State Capital (SC) through redundant and interconnected 500/250 Mbps Leased Circuits aggregating at the State Data Centre (SDC).
- All Taluka Centers (TC) are connected to respective DC through 200/100 Mbps Leased Circuits in redundant model.
- Core Internet Bandwidth of 20 Gbps through National Knowledge Network (NKN), 2 Gbps through other Internet Service Provider.
- More than 300 Websites and more than 100 Applications accessible to users hosted at State Data Center through GSWAN.
- More than 290 Video Conferencing End Points and 8 Multi Conferencing Units (MCU’s) are operational on GSWAN.

1.2 Existing Network Architecture

- The network topology as conceived and designed for GSWAN was based on a hub-and-spoke design topology, with three tiers in to it. Essentially, the network was designed primarily for G2G services and linear hierarchical approach had been followed for application/resource access:

First tier	Secretariat Center (SC)	<ul style="list-style-type: none"> • Secretariat Center (SC) at state capital, Gandhinagar, where from the highest office of Government functions in the state. • Various departments and hundreds of subordinate offices located at the state capital are connected to SC horizontally through SCAN (Secretariat Campus Area Network). • SCAN has about 8000 Ethernet extensions at Gandhinagar and all these are interconnected with GSWAN at SDC level for information exchange. • 300 GSWAN Hotline phone connections have been provided to various offices at Secretariat for direct voice communication to any GSWAN node in the state (at District or Taluka level).
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<p>Second Tier</p>	<p>District Centers (DC)</p>	<ul style="list-style-type: none"> • Second Tier constitutes District Centers (DCs) located at district collector’s office and multiple district level other offices connected with DC horizontally. • All 33 DC’s are connected on 500/250 Mbps leased lines with SC. • Gandhinagar DC is a part of SCAN infrastructure. • GoG evaluated several options to achieve cost effective, flexible and scalable connectivity for all horizontal offices and used Cat-6, OFC, JFC, WiFi on case to case basis.
<p>Third Tier</p>	<p>Taluka Centers (TC)</p>	<ul style="list-style-type: none"> • Third Tier constitutes Taluka Centers (TCs), located at Taluka Mamlatdar office and Taluka Development Office. • At TCs provision are kept for connecting Taluka level other offices horizontally. • All Talukas are connected to DC with 200/100 MB Leased Lines from BSNL. • In each of the stations, there is a state-of-the-art Router, which terminates the Leased Line. These routers route IP packets intelligently throughout the network, and provide the Quality of Service (or QoS) features to enable convergence of voice, video and data on to a single network infrastructure.

Gujarat State Wide Area Network – GSWAN Ring Structure

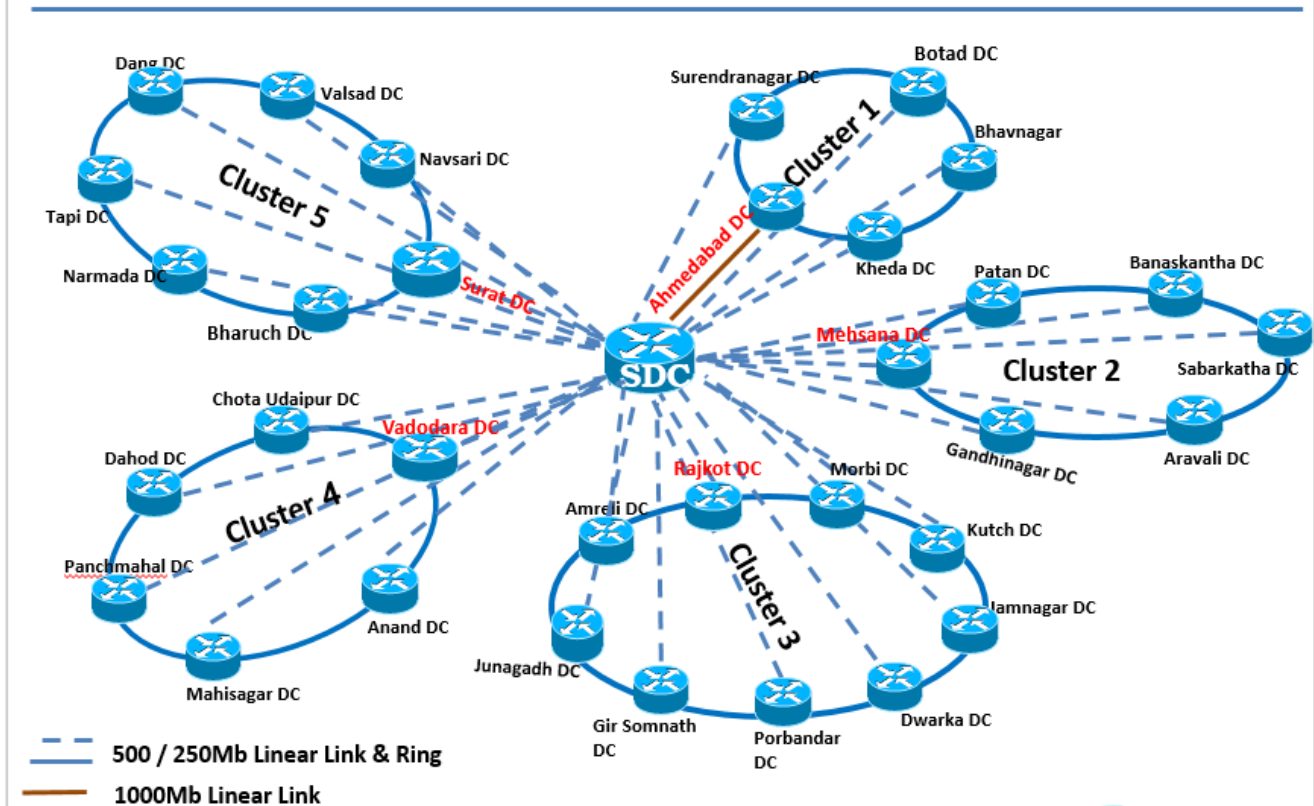
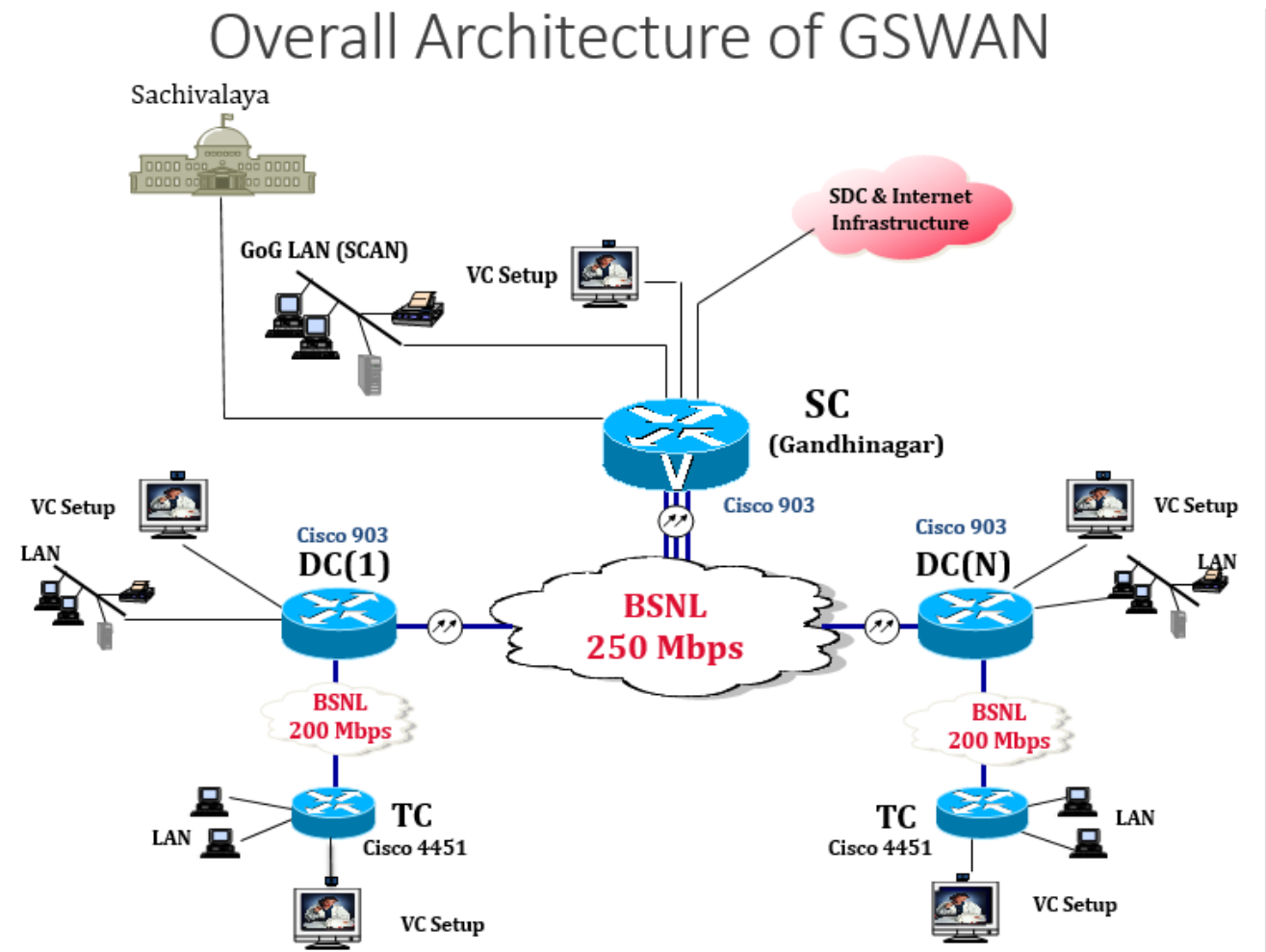


Fig 1.1 Existing Network Overview

Fig 1.2 Existing Network – Tier I, II & III (SC to DC to TC)



2) Gujarat State Data Centre (GSDC)

Government of Gujarat has set up Gujarat State Data Center (GSDC) in Gandhinagar, the State capital. GSDC includes 2600 sq. ft. of server & storage area, 600 sq. ft. of connectivity zone and 1300 sq. ft. of control room & utility area. GSDC has been connected to all the Government offices through GSWAN infrastructure and is operationalized since 2008.

2.1 GSDC Overview:

<p>Server and Storage Area: 2600 Sq. ft</p>	<ul style="list-style-type: none"> • Capacity to put 82 full height (42U) Racks • Co-location/hosting of approx. 450+ Servers from various State Government Departments • Hosting of approx. 300+ Government websites and Applications • Storage capacity of approx. 3+ PB to store State Government and Citizen's critical information/data • Two sets of UPSs of 240 KVA capacity each to provide battery backup
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Proposal for Third Party Auditor (TPA) for DST, GoG

<p>Connectivity Zone (Network Room): 600 Sq. ft</p>	<ul style="list-style-type: none"> • Firewall • Intrusion Prevention System • DMZ (Demilitarized zone) • Load Balancer for multiple ISP's link • Routers and Layer 2/3 switches for network
<p>Control Room and Utility Area: 1300 Sq. ft</p>	<ul style="list-style-type: none"> • UPSs and Battery banks • Panel Switches • Precision Air conditioners (PAC) • FM 200 Gas cylinders to protect against fire situation • Building Management System • 24 x 7 x 365 CCTV/Surveillance monitoring system • Water Leakage Detection System • Rodent repellent system • Access Control System • Fire Alarm System/Smoke Detection System
<p>Network Operation Center (NOC) Area: 2500 Sq. ft</p>	<ul style="list-style-type: none"> • 24x7 Monitoring and Management facility for GSDC and GSWAN • Operations and Management Team Seating arrangement for approx. 50+ personnel

Network & Security components are also being upgraded to support upgraded GSWAN.

SECTION: 2

SCOPE OF WORK

SECTION -2

Scope of Work

Third Party Audit Agency selected through this RFP would be treated as “Single TPA Agency for the all the projects under the umbrella of DST-GoG” and required to monitor and audit various services and their performance provided by O&M Operator of GSWAN and GSDC and other associated vendors of Department working on various other projects of DST-GoG as well over the next 5 Years period as per the scope of work prescribed in this RFP. The bidders are expected to study the detailed scope of work. To have better understanding of the scope of work, the agency would need to:

- Study the policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the GSWAN & GSDC.
- Understand the roles and responsibilities of various stakeholders such as DST, State Implementing Agency, GSWAN & GSDC O & M agency, Composite Team, user department etc.
- Study the SLA’s between different stakeholders.
- Study the proposal of agency engaged for up-gradation & Operations and maintenance of GSWAN & GSDC to understand its offering and SLA commitments.

DST shall provide necessary documents related to above.

Bidders are expected to plan their resources to meet the scope of work of this RFP (Bidders are requested to refer Project profile)

Further, all the equipment/infrastructure installed or upgraded from time to time at various locations under various projects of DST-GoG like GSWAN, GSDC, etc. shall be under purview of this contract. The detailed list of the same shall be provided to the successful bidder as and when they got added to the project.

Objectives:

The core objective for TPA is to provide assurance and audit services designed to monitor and assess the conformance provided by the Operations & maintenance operators of various DST-GoG projects like GSWAN, GSDC, etc. and add value to improve the operations and service level through the state. It helps the State accomplish the objectives envisages 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 will audit and/or Monitor the implementation, operations and maintenance, performance, security and compliance with the various standards/guidelines issued by DST/GIL, MeitY, Gol from time to time. The broad objectives of having TPA are to ensure that:

- Operations and management control processes of various projects including GSWAN & GSDC are adequate and functioning as intended.
- Administrative control of data and its confidentiality, security and privacy is with the State Government 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 managed.
- The Agency’s actions, appointed for up-gradation as well as Operations & management of various projects of DST-GoG including GSWAN & GSDC, are in compliance with laid down policies, standards, procedures, and applicable laws and regulations.
- Ensuring Quality and continuous improvement are fostered in the various DST projects including GSWAN & GSDC operations and management processes.

- Provide periodic and when requested by DST/GIL inputs and reviews on necessary technical framework, architecture, solutions etc..
- Has to carry out and/or part of the FAT team whenever there is a new equipment/infrastructure installed/up graded in various DST-GoG projects including Gujarat State Data Center or in core network of GSWAN.
- Over and above the audit role, the TPA would be primarily responsible for first level of monitoring of Complaint resolution of GSWAN & GSDC resource as well as other DST projects. TPA shall be responsible for end to end monitoring of the complaints / issues received and resolved by respective vendors of projects including GSWAN & GSDC.

Opportunities for improving the processes, policies, standards, administrative and management control, and the GSWAN & GSDC buy-in for the line department may be identified during audits will have to be communicated to the DST, GoG.

1) Audit Methodology:

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology, process, framework and procedures in discussion with DST, GoG. Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations. Prepare various templates required to be filled in by the various stakeholders involved in the audit process. Prepare annual audit plan including stated audit areas and controls. Following is the minimum list of audits to be carried out by TPA once in a year if the frequency is not stated anywhere else in this document.:

- a) NMS Audit
- b) Inventory Audit
- c) Security Audit
- d) Helpdesk Audit
- e) Audit of other services & performance monitoring provided by various operators including GSWAN & GSDC Operator
- f) Audit of Bandwidth provided / commissioned by and performance monitoring of Bandwidth Service Provider
- g) Secure Configuration Review
- h) Security Incident & Event Management (SIEM) tool monitoring and Incident investigation
- i) Power efficiency Audit
- j) Service Level Agreement (SLA) Monitoring Audit
- k) Payment recommendation and Invoice verification
- l) Other scope as and when assigned by the DST-GoG

a) NMS Audit:

The objective is to check that NMS is configured for monitoring, to confirm device availability and other services, as envisaged. It shall include (but not be limited to) the following:

- Ensuring that the NMS and Helpdesk Management System are properly configured and the best practices are implemented.
- Ensuring that all SLA conditions are mapped into the NMS as per respective Operator/vendor SLA and SLA of ISP's.

- Ensuring that all the computers/PCs, servers, network devices, security devices, any other IT infrastructure devices, connectivity links/devices (LAN, WAN, Wi-Fi, Wireless) and SNMP enabled devices are discovered in to NMS.
- Ensuring that all required scripts and schedules are formulated, updated and incorporated in the NMS
- Ensuring that Helpdesk Management System has been fully integrated with NMS.
- Verifying the configuration/deployment parameters of the NMS & HMS and the process followed to verify that the SLA and all the system generated reports of various devices/components are available as desired and are accurate, authentic and not tampered with.

b) Inventory audit:

The objective is to check and verify shall include (but not be limited to) the following:

- All the assets (including entire vertical and horizontal segment of GSWAN & GSDC) including computers/PCs, servers, network devices, security devices, any other IT infrastructure devices, connectivity links/devices (LAN, WAN, Wi-Fi, Wireless) and SNMP enabled devices and any other additional item(s) / equipment(s) / tool(s) / device(s) / facilities(s) supplied, installed, integrated, configured and commissioned
- Specifications, make & model, warranty status where applicable of all the assets (Hardware & Software), active and passive components installed and managed by various Operators.
- Physical verification once a year for the assets not discoverable in NMS
- Ensuring updation of Configuration Management Database (CMDB) in service desk tool
- Ensuring appropriate implementation of asset and inventory management module into the NMS.
- Maintaining a record of the changes/variations/shifting of devices etc. observed in the inventory. For this purpose, inventory details shall be maintained by GSWAN & GSDC operator.
- System generated Inventory register to be managed and maintained on daily basis.
- System generated change order for assets inventory to be managed and maintained on daily basis.

State wide Inventory Audit is to be performed by TPA on annually basis where he has to verify the actual inventory. Further TPA needs to submit the detailed inventory audit report to DST-GoG specifically confirming followings:

- Shortage in Actual inventory in comparison to the Inventory details as per the inventory register, inventory available in NMS, inventory not available in NMS.
- Case to case analysis of Shortages, if any
- Audit report must have section on monetary losses to the Ex-chequer and means of recovery
- Maintain change order with up to date inventory register

c) Security audit:

The objective is to examine the GSWAN & GSDC security status against the industry standard and guidelines like CERT-IN, NCIIPC, ISO27001 & MeitY, GoI. It includes review and assessment of Security framework, security policy and conducting gap analysis of GSWAN & GSDC to measure how well the ICT devices complies with the industry standard. It shall include (but not be limited to) the following:

- Reviewing the security policies of DST-GoG as a department as well as GSWAN & GSDC including the following:
 - ❖ Rules, policies and configuration of GSWAN & GSDC network components such as router, switches, firewall, IDS/IPS, proxy server, SIEM, content filtering, authentication server, MCU for VCs, anti-virus, NMS, HMS, etc.
 - ❖ Encryption policy followed / implemented by GSWAN & GSDC Operator.

- ❖ Password change and maintenance policies of network components of GSWAN & GSDC
- ❖ Policy of granting access to the network
- Preparation of different test processes, procedures and conducting audit as per the given standards and guidelines to find out gaps and risks across the network and suitable security policy opted and incorporated in the GSWAN & GSDC to maintain the security benchmarks as per the adopted standards.
- Performing vulnerability assessment (VA) and penetration testing (PT) of GSWAN & GSDC assets. It is to be carried out for servers, network devices of GSWAN & GSDC network and User departments.
- Should possess appropriate Vulnerability and Penetration Testing Tools and expertise. These tools should be deployed onsite and no cloud based tools will be allowed for VA/PT.
- Monitoring various aspects of security related parameters and SLA of GSWAN & GSDC Operator and taking appropriate action wherever required
- Checking the timely management of software updates/patches/versions for all the software components i.e. Operating System, Firmware, Management Software, Anti-virus, Security Software or any other software, IOS etc.,
- Physical and Environmental verification through site visits on sample basis
- Review of security controls defined and implemented for GSWAN and GSDC
- Review of controls implemented in-line with DeitY guidelines
- Security audit of Website and Application:
 - Has to review/monitor the security audit process of website and applications performed by the vendor engaged by DST/GIL.
 - Has to ensure that whenever there is a major change in the website and/or application hosted at GSDC it has to be audited by the agency engaged by DST/GIL.
 - Has to review the Security Audit Certificate submitted by the audit agency and verify the existence of any vulnerabilities (if any) still present in the website/Application
- Would require to conduct code review of various software/applications hosted at GSDC with Objective to find mistakes overlooked into the initial development, improving overall quality of software and to remove common vulnerabilities such as memory leaks, buffer overflows etc. parameters for improving software/application security focusing on Functionality Code Review, Security Static Code Review and Quality Static Code Review.

d) Helpdesk audit:

The objective is to check the effectiveness and efficiency in delivery and support of IT services offered to GSWAN & GSDC end users by GSWAN & GSDC Operator through existing helpdesk setup, service desk operations and maintenance as per the ISO 20000, ITIL standards and compliance in this respect. It shall include (but not be limited to) the following:

- Checking whether the Helpdesk Management System (HMS) is implemented from an ITILv3 perspective by GSWAN & GSDC Operator and is integrated with NMS for ensuring 360° functionality including operations, management and monitoring.
- Audit of service operation procedures followed for service desk operations and services provided by the GSWAN & GSDC Operator & all ISP to the end users as per SLA
- Audit of all stages of IT Service Management as per relevant ISO standards like 20000, ITIL and checking for service manageability and compliance.

e) Audit of other services provided by GSWAN & GSDC Operator

The objective is to monitor and audit the performance of the GSWAN & GSDC operator, as defined in the SLA.

It comprises but is not limited to following (Analysis and audit of following reports (as may be applicable):

- Trend Report, MIS reports, SLA reports and other reports as desired by GSWAN & GSDC Operator;
- IMAC (Install, Move, Add, Change) Report;
- Exception report indication all calls completed beyond SLA, with calculation of non- performance deduction;
- Report on planned Preventive Maintenance schedules;
- Reports related to Equipment, servers and Network Availability, Uptime, Downtime, Utilization and other quality parameters including those effecting SLA and cannot be measured using NMS;
- Physical verification on sample basis of other quality parameters including those effecting SLA and cannot be measured NMS
- Root Cause Analysis (RCA) reports of all SLA and critical services failure and any other major problems for its compliance as per SLA
- NMS reports, HMS reports, Virus Management reports, SPAM Statistic report etc. generated from NMS;
- PAT/UAT/FAT reports; and
- Any other customized reports

f) Audit of Bandwidth provided/commissioned by and performance monitoring of Bandwidth Service Provider:

The objective is to monitor and audit the performance of Bandwidth Service Provider, as defined in the SLA/work order. It comprises but is not limited to following:

- Audit of the bandwidth provided by Bandwidth service provider at each location i.e. Across GSWAN and GSDC (but not limited to) the following:
 - ❖ Whether bandwidth is provided as per the work order and/or SLA at each location
 - ❖ Whether quality and performance of bandwidth is as per work order and/or SLA signed in terms of
 - ❖ Latency, Jitter, packet drop, internet downtime etc.
 - ❖ Quality of installation work done by the Bandwidth Service Provider with respect to laying of Cables/OFC, installation of Modems/MUX etc.
- Proactive monitoring of links provided by the bandwidth service provider to see that services are being provided by the ISP as per the work order and SLA
- TPA would appraise the State about the health of the network through reports indicating the bandwidth utilization, scalability requirements as per the current and envisaged State level applications etc.

g) Secure Configuration Review

Would be required to carry out configuration audits of all the assets i.e. Servers and Network devices under the scope of GSDC and GSWAN on half yearly basis. This audit focuses on verifying the configuration parameters of operating systems of Servers, IPS, IDS etc.

h) SIEM tool monitoring and incident investigation

- To identify the monitoring parameters, parameters and advise on process improvements and technical improvisations
- To identify the events being generated
- To investigate the incidents to identify the root cause
- To identify, investigate & suggest any operational, functional issues in the IT Infrastructure by performing log analysis.

i) Power Efficiency audit

Would be required to carry out power and safety audits on periodic basis in-line with leading industry practices and provide report and recommendations. Some of the activities include:

- Electrical Bill Analysis
- Demand Analysis
- Power factor improvement

j) SLA Monitoring Audit

- Define SLA review process and reporting on the SLA's defined for measuring the performance of GSWAN and GSDC Operator.
- SLA monitoring and review of all the vendors of DST-GoG e.g. Bandwidth providers, Wireless Link Connectivity providers, cabling vendors, etc.
- Verification of MIS reports related to uptime, downtime of the GSWAN and GSDC assets to measure the health parameters.

k) Audit & recommendations of Vendor Payments/Estimates:

TPA has to review and verify invoices/estimates of all the vendors associated with DST based on SLA/ Work order/ Purchase order and other relevant documents.

1) **Audit of Payment and estimates:** DST, Government of Gujarat makes payments to various agencies for goods and services provided by them as per contract(s). This includes

- Internet Bandwidth, Leased line, PRI lines, Wi-Fi at SCAN
- Sachivalaya Integrated Communication Network (SICN) voice and data expansion services and equipment, AMC of SICN existing equipment and services,
- Horizontal last mile connectivity expansion payment for JFC/OFC/Cat-6 cable laying, LAN cabling, wireless radio and mast and their AMC, OBVAN for mobile VSAT connectivity, web casting and payment to agencies for LAN, WAN equipment and VC equipment and Servers and their AMCs.
- Quarterly payment to O&M operator.
- Quarterly payment of other vendors associated with the GSWAN/SICN/SCAN/GSDC project under DST, GoG.
- Any other as and when asked by the DST-GoG during the project duration

TPA shall be responsible for verification; validation of all the invoices submitted and will recommend eligible payments according to milestones in contract/SLA/work order/Purchase order for all currently running contract/projects and future contracts/projects to be entered by DST. The Details of Time limit provided for the verification of vendor invoices are as mentioned below:

I. Verification of invoices pertaining to quarterly payment:

- **O&M operator of GSWAN & GSDC:** Within 20 working days from the date of receipt of complete file. [Only after complete file is submitted, as per the checklist - which is already shared with O&M Operator. Incomplete file will not be accepted and hence, TPA to inform DST-GoG and O&M operator on the date of acceptance of file]
- **Other Vendor invoices:** Within seven working days (Only after complete file is with all the required supporting documents are enclosed). Incomplete file will not be accepted and hence, TPA to inform DST-GoG and O&M operator on the date of acceptance of file.

II. Invoice raised against PO/WO issued by the DST, GoG for Material/service delivery:

- **On successful delivery of material:** Invoice raised by the vendor on successful delivery of Material as per the PO/WO should be cleared *within 07 (Seven) working days* (Invoice will be accepted only if all

the required supporting documents are enclosed) and in case of any discrepancies or shortage of supporting documents same has to be communicated to the vendor at the time of submission only and invoice can be returned.

- **On Successful installation of Material:** Invoice raised by the vendor on successful installation of Material as per the PO/WO should be cleared within 10 working days [Invoice will be accepted only if all the required supporting documents are enclosed by the vendor and in case of any discrepancies or shortage of supporting documents same has to be communicated to the vendor at the time of submission only and invoice can be returned]
- **Invoice raised for Final Payment:** Final invoice raised by the vendor on successful completion of work as per the terms and condition of PO/WO should be cleared within seven working days [Invoice will be accepted only if all the required supporting documents are enclosed by the vendor and in case of any discrepancies or shortage of supporting documents same has to be communicated to the vendor at the time of submission only and invoice can be returned].

III. **Invoices raised against other work/services for e.g. Internet Bandwidth, leased line, PRI lines:** Within seven working days from the date of receiving of invoices by the TPA.

IV. **Verification and submission of recommendation on Estimates/survey reports submitted by the GSWAN O&M operator:** GSWAN O&M operator will submit the detailed feasibility study report containing details of technical and financial estimates of work to be carried out by the empanelled agency under LAN cabling Rate Contract or Wireless Link Rate Contract. TPA shall be responsible for verification and validation of the survey reports submitted by the GSWAN O&M operator and submission of final recommendation. TPA report must contain details such as capacity and bandwidth availability diagram of source of connectivity, Item-wise BoM, etc.

V. **Verification and submission of recommendation on Estimates/Survey reports submitted against the complaint raised by the user departments:** TPA shall be responsible for verification and validation of the reports submitted by the vendor and submission of final recommendation. TPA report must contain details such as detailed analysis of complaint and proposed resolution, capacity and bandwidth availability diagram of source of connectivity, Item-wise BoM, etc.

I) Other Activities:

- 1) Third Party Audit shall include monitoring the performance of the GSWAN & GSDC with a view to ensuring desired Quality of Service (QoS) by the O&M Operator and Bandwidth Service Provider(s), as defined in the respective SLA's (Service Level Agreement). These Guidelines define the broad areas of work, which TPA shall perform during the contract period. The TPA would also be responsible for providing technical guidance in terms of decision support for further expansion, procurement plans and security aspects of GSWAN & GSDC. The TPA would provide inputs for preparing the draft RFP for this purpose.
- 2) TPA will oversee the operational performance of the GSWAN & GSDC in accordance with technical & operational requirement prescribed in the O&M Agreement signed between DST, GOG & the O&M Operator and any other agreement/s signed between DST, GOG and other agency. DST, GoG has multiple projects/contracts with various agencies under umbrella of GSWAN and GSDC including O&M services, Wi-Fi service and RC LAN Cabling for last mile connectivity. TPA is require to monitor/oversee the performance for all the agencies as per scope of work.
- 3) DST, Government of Gujarat using NMS tool for third party auditing and SLA monitoring purpose. DST, Government of Gujarat will upgrade and update the same for the use of for monitoring purpose. TPA has to perform Network performance service level management (NPSLM), including following tasks-

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- Monitor the network on daily basis, co-ordinate with operator for resolution in the event of any problem
 - Interact with operator/s of the network and user department;
 - ISP SLA mapping with NMS
 - Co-ordinate with various ICT service provider
 - Provide MIS reports relating to uptime, downtime on weekly, monthly & Quarterly basis.
 - Certify the network availability for various activities based on agreed parameters. This certificate has to be provided on quarterly basis on which the Quarterly payments would be released to the Operator.
- 4) The TPA is required to support DST, GoG and co-ordinate for future expansion of GSWAN and GSDC.
- 5) The TPA is required to audit and monitor the Video conferencing at end-user offices located at SC, DC or TC or any other defined office across the State to carry out Video –conferencing on GSWAN network. At present, VC equipment are installed and used at 33 District Collectors & District Development offices, Police/DSP offices at district level and 248 Taluka mamlatdar offices, and between district jail and courts etc.
- 6) **Last Mile Connectivity:** Final Acceptance Test (FAT) of all the horizontal links (including RC LAN cabling, WiFi extension) connected to GSWAN & GSDC will be responsibility of TPA agency across Gujarat. TPA has to certify that the FAT was done as per the process set by DST/GIL.
- 7) TPA is required to co-ordinate with the concerned stakeholder to ensure availability of GSWAN connectivity at last mile (across the state) through ILL, GSWAN P2P, mobile VSAT VAN for web casting, broadcasting and Video conferencing various events of Hon’ble CM/Dignitaries. DST/GIL will ensure the availability of resources required like; Mobile VSAT VAN, Bandwidth required for operation etc.
- 8) DST/GIL may extend GSWAN connectivity till Village level in nearer future; selected TPA is require to provide its services as per the scope of work to monitor this connectivity.
- 9) TPA is require to provide its services for any equipments/services procured and deployed at DR site.
- 10) **Manpower:**
- TPA is required to assess and provide dedicated onsite manpower required for entire contract period as per the Scope of work of this RFP. It is expected that such skilled manpower should be deployed to perform the activities assigned as per the Scope of work of this RFP. TPA shall assess the scope of work mentioned in this RFP and propose requisite number of manpower required during distinct phases of the scope of work during the tenure of contract.
- The minimum requirement of resources, their qualification and responsibility of each resource is given below. This is a minimum indicative list of resources, which should be available onsite, and based on actual requirements TPA may requires to increase the number of resources deployed to meet with the services levels and the scope of work of this RFP.

Position	Profile description	Min. Qty
Project Manager	<ul style="list-style-type: none"> ➤ B.E/B.Tech/B.Sc. IT with Master in IT/MBA with certifications like ISO27001/ITIL /CISA/CISM/PMP/PMI etc. ➤ Overall experience of more than or equal to 9 years in large scale IT infrastructure project management including last 5 years as an auditor ➤ Experience in working with State/Central government project will be an added advantage ➤ Should have relevant technical and managerial experience in design and monitoring of WAN Projects and/or Data Centre Projects 	1

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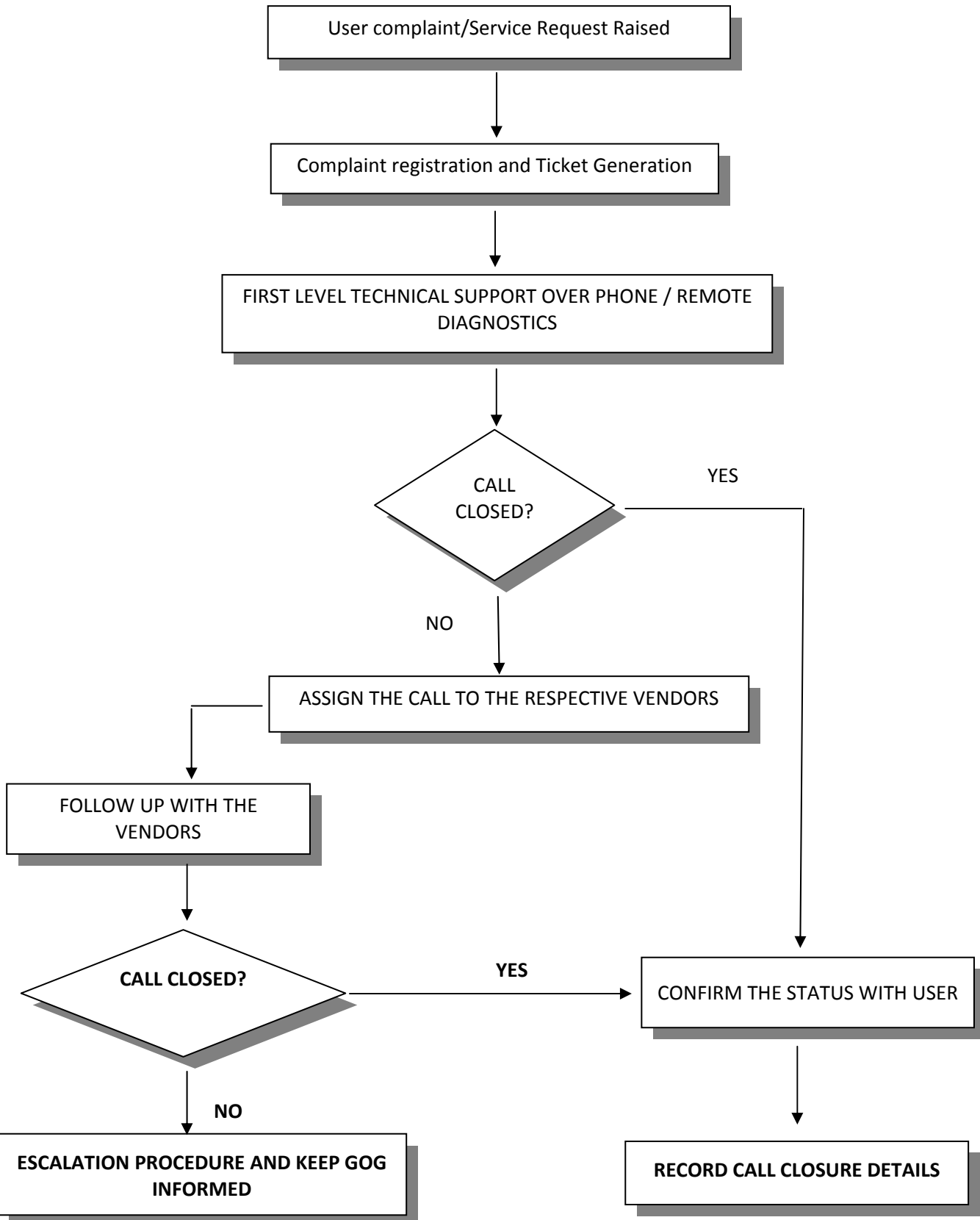
Position	Profile description	Min. Qty
	<ul style="list-style-type: none"> ➤ Should have relevant experience in Problem Identification, Cause Analysis, Reporting and Escalation ➤ Should have experience in interpreting and monitoring of SLAs at various levels and calculation of payments based on SLA performance of the bidder ➤ Should have ability to lead, motivate and direct the team to achieve the business objectives. ➤ Should have ability to anticipate and address the project risks. ➤ Should have excellent oral & written communication skills. 	
Senior Consultants-GSWAN (State Centre)	<ul style="list-style-type: none"> ➤ B.E/ B.Tech with CISSP/ ISO 27001: 2013/BS7799-Part-2 or advanced level of OEM security certification and minimum Six (6) years of experience in network and security administration, auditing, troubleshooting etc. 	2
Consultants (GSWAN) State Centre	<ul style="list-style-type: none"> ➤ B.E / B. Tech with CCNP or advanced level of OEM security certification with minimum 4-5 years of experience in network administration, troubleshooting and auditing. 	2
Consultants (GSWAN)	<ul style="list-style-type: none"> ➤ B.E/ B.Tech with CCNA or advanced level of OEM security certification with minimum experience of 4-5 years in network administration, troubleshooting and auditing. ➤ Will be posted at 4 DC–Ahmedabad, Vadodara, Rajkot and Surat 	4
Consultants-GSDC State Centre	<ul style="list-style-type: none"> ➤ B.E./B. Tech with at least 4-5 years of relevant experience in the areas of IT Audit/IT Infrastructure/Data Centre/IT/ Systems/Consulting/Project Management/SLA Monitoring and Management etc. ➤ Must possess at least one of the professional certification amongst following: ITIL/ISO27001/CISA/CISSP ➤ Should have worked on at least one IT Audit/similar assignment as per SoW of this RFP in past 	2
Consultant-Finance (Backend Operation)	<ul style="list-style-type: none"> ➤ B.com with Masters in commerce or MBA-Finance with at least 5-6 years of relevant experience in the area of Accounts, vendor payment recommendation and auditing. 	1

- The replacement of resources by the selected bidder after deployment will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer. In such cases, selected bidder must intimate DST/GIL in advance and ensure proper knowledge transfer should be done with replacement resources.
- Wherever required, DST/GIL will allot space to TPA's team for office establishment including Power, Furniture and an intercom connection for communication with DST/GIL. Arrangement of equipment for TPA's team (like laptop/workstation, printer etc.) shall be TPA's responsibility.
- TPA has to visit various locations within the state to perform the task assigned and all the expenses pertaining to the same will be borne by the TPA.

11) TPA has to ensure the compliance for GSWAN & GSDC in accordance with the various standards e.g. ISO 27001:2013, ISO 20000, ITILv3, ISO 22301, ISO 27032 etc. Further, TPA has to ensure full adherence to the latest guidelines whenever these standards get revised.

- 12) Acceptance Test for Changes/Expansion implemented in the network: While designing of horizontal expansion or setting up of new PoPs of GSWAN along with BoM, Technical specification & plan estimates would be prepared by the O&M operator; however, TPA shall audit such designs and review the detailed acceptance test plan in consultation with the GSWAN O&M operator/equipment or service providers.
- 13) TPA would conduct review and audit of the process/plan/Acceptance Test carried out by the O&M Operator/equipment or service providers.
- 14) TPA would issue the completion certification, on assurance of compliance of all the required components and services performed by the O&M operator's/service providers.
- 15) **Exit Management process support:** This role is envisaged with the objective of ensuring preparedness of the State at all the time for any eventuality resulting in the termination of contract with O&M Operator, Bandwidth Service Providers or any other agency. TPA audit includes support/ advice in the event of exit of the O&M operator. The Agency would:
- Audit, Review and provide recommendation on exit management plan & process as per the contract.
 - Advise GoG on documentation, process and procedures necessary for taking over the network from the O&M operator.
 - Provide advisory support during the transition period from the current O&M operator to the new O&M operator.
 - Review the plan and conduct readiness audit of the State on a Yearly basis.
- 16) **Monitoring of end User Complaints:** DST/GoG has setup the Helpdesk/Contact center solution for GSWAN-GSDC. As per the Scope of work of the solution, the Helpdesk/contact center system will provide the facility to the end user to submit their complaint online and over phone, also user can check the status of their complaint online and over phone. **TPA selected through this bid will be primarily responsible for the following:**
- TPA has to Monitor Helpdesk/contact centre performance on daily basis. Selected bidder will have to continuously follow-up with concerned vendors of DST/GIL for resolution of complaints within their respective SLAs.
 - TPA has to coordinate with various stakeholder i.e. all the Vendors of DST-GoG including GSWAN & GSDC agencies, GoG Departments, DST/GIL, Helpdesk/contact center operator to get the complaints resolved within the defined SLA.
 - TPA is required to generate various MIS reports on daily/weekly/fortnightly/monthly basis and submit it to the concerned authority at DST/GIL in soft form, as per below:
 - No. of complaints (received / resolved / closed) on a daily basis
 - Report on aging / pendency of complaints on a daily basis
 - Status of connectivity – department wise / district wise / cluster wise – on a weekly basis
 - Status of all the nodes (working / not working) on daily / weekly basis
 - TPA shall utilize the dashboard facility created by the helpdesk/contact center solution for effective monitoring.
 - If TPA fails in the above mentioned obligations related to complaint monitoring & its resolution, then TPA will be penalized as per the penalty mentioned in this document.

Existing Call Flow for User Complaints



- 17) The TPA would audit the overall Physical and IT infrastructure management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre & SWAN infrastructure at DC / TC level, along with providing Helpdesk services and provide recommendations to the State.
- 18) TPA would review and analyse the services provided through SDC and its delivery mechanisms to different line departments and post analysis of the same, would submit a report with recommendations to the DST, GoG. It would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for GSDC & GSWAN operation and maintenance.
- 19) Review and audit the capacity and utilization plan developed by the O&M operators of various projects under the umbrella of DST-GoG and identify gaps.
- 20) TPA would also audit the process and controls followed by the System Integrator in order to ensure smooth & seamless integration of GSDC with GSWAN.
- 21) Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures would be made available to the TPA by the respective agencies. However, any tool for VA and penetration testing, desktop/laptop and any logistics requirements would need to be arranged by TPA.
- 22) TPA shall be bound to performs any other duties including technical scrutiny as and when assigned by DST/GIL.
- 23) TPA would be responsible for review, monitor and recommend on quality of work performed by the any vendor including O&M operator selected by DST/GIL.
- 24) **Roles & Responsibility Matrix:** Following table defines the minimum Roles and Responsibility of the stakeholders involved in GSWAN and GSDC project activities:

S/N	Activity	Composite Team	Call Center/ Helpdesk	O&M Operator	TPA
1	Expansion/restructuring of GSWAN including new Horizontal Links	-	-	-	UAT/FAT, Review & monitor
2	Expansion/restructuring of GSDC (IT & Non IT)	Review, monitor & FAT	-	-	UAT/PAT / FAT
3	Network Monitoring System (NMS) (If required)	UAT & FAT	-	Installation, commissioning and management	FAT, Review & Monitor
4	Operation & Management of GSWAN & GSDC	Overall Supervision	-	Overall Management	Review & monitor
5	Call Centre/Helpdesk/ NOC (24x7x365days)	-	Overall Management	Overall Management	UAT/FAT, Review & Monitor
6	Periodical Auditing of the SWAN & GSDC	Overall Supervision	-	-	✓

Proposal for Third Party Auditor (TPA) for DST, GoG

S/N	Activity	Composite Team	Call Center/ Helpdesk	O&M Operator	TPA
7	Onsite inspection and verification: a) New Horizontal Links/PoPs b) Addition/removal of any Network components	-	-	-	v
8	Periodic Inspection of Overall Infra (IT & Non-IT)	Overall Supervision	-	-	v
9	LAN/WAN connectivity management	-	-	O&M	FAT and Overall Supervision
10	Periodic review of SICN/SCAN/Wi-Fi etc. projects	-	-	Handholding	Review & Monitor
11	Web casting of Events (VC/Mobile VSAT VAN)	-	-	Execution with support of other agencies	Overall Supervision

Note:

- M/s GIL, State Designated Agency for GSWAN and GSDC will provide overall supervision for all activities carried out under GSWAN and GSDC.
- DST/GIL will provide the overall assistance to all the concerned stakeholders as and when required.
- Agency selected by DST/GIL for providing Comprehensive Annual Maintenance contract will have to coordinate with the O&M operator and Third Party Auditor to provide the resolutions of complaints logged on central call centre/helpdesk/NOC.
- DST/GIL may reserve the rights to add/amend roles and responsibility matrix as and when need arise.

2) Key Deliverables & MIS Report with Periodicity:

S No	Deliverables	Periodicity
1.	Completion/acceptance report for the work carried out by the Network Operator for PoPs (SHQ, DHQ, BHQ) and/or co-located and remote offices after Partial Acceptance Test (PAT).	As and when required
2.	Completion report for SHQ, DHQ, BHQ and co-located & remote offices after Final Acceptance Test (FAT) depending on the project plan defined in the RFP/contract.	
3.	Handing over and taking over as per the Exit Process defined in the bid	

Proposal for Third Party Auditor (TPA) for DST, GoG

S No	Deliverables	Periodicity
4.	Performance Audit of all ICT components including (but not limited to) following: <ul style="list-style-type: none"> • Assessment parameters based on various policies and guidelines issued by GoG, DeitY on strengthening ICT infrastructure components from time to time. • List of measurable parameters for all ICT infrastructure components. • Map the SLA conditions and timelines into NMS. • Formulate and coordinate the processes for adoption among all the stakeholders and agencies • Formulate various templates for reporting mechanism 	Half yearly
5.	Carry out Root Cause Analysis (RCA) activities	As and when require
6.	Report on all ICT Infrastructure device availability	Quarterly
7.	Reports relating to manpower, server, system and network availability, for uptime, downtime, performance benchmark of all the ICT and Non-IT infrastructure components to measure the health	Monthly
8.	Security Audit Report	Half yearly
9.	Exit Readiness Report	Yearly
10.	User Satisfaction Survey	Quarterly
11.	ICT Infrastructure Audit: Inventory audit report including executive summary, checklist and compliance	Quarterly
12.	Helpdesk Audit	Quarterly
13.	Internet Bandwidth availability report	Quarterly
14.	Secure Configuration Review	Yearly
15.	Security Incident report (SIEM)	Quarterly
16.	Vulnerability Assessment and Penetration Testing Report	Half Yearly
17.	Security Devices Availability Report	Quarterly
18.	Any other report require by State Govt./Central Ministry	As and when require

SECTION: 3

ELIGIBILITY CRITERIA

SECTION – 3

Eligibility criteria

S/N	Eligibility Criteria	Attachments
1.	Bidder should be registered under Indian Companies Act, 1956 or Limitation Liability Partnership (LLP) Act, 2008 and should have been operating in India for the last three years as of 31 st March 2021 (Any type of Consortium is not allowed)	Certificates of incorporation AND Self-Declaration Certificates
2.	Expertise in providing Third Party Auditor services. The Bidder must be in the TPA business for more than 5 years. The bidder must have minimum experience/ expertise in performing TPA role in at-least one State Data Centre project and one State Wide Area Network project	A Self Certified letter with detailed description of project executive and tasks performed.
3.	Bidder must have turnover of at least Rs. 100 crores from IT consulting services and Rs. 10 Crore from providing Third party auditor services in IT / eGovernance sector in each of the last three financial years as on 31 st March, 2021.	Provisional / Audited Balance Sheet & Profit/Loss Account of last 3 Financial Years along with the CA certificate having valid UDIN no. AND Self-Declaration Certificate
4.	The bidder or its wholly owned subsidiary or its group company should hold ISO–27001:2013 & ISO-9001 certifications valid on the date of bid and bidder should have at least 20 (Twenty) ISO 27001 certified Lead Auditor and 20 (Twenty) CISA certified professionals on their rolls as on the date of bid submission."	Copy of valid certificates AND Self-declaration certificate signed by HR head regarding availability of certified resources to be submitted as a supporting document
5.	Bidder shall not be blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices.	A self-certified letter by the designated official of the responding Company.
6.	Bidder must provide an undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020 & updated time-to-time regarding the restriction of purchase from border countries of India.	Undertaking of Bidder on their letterhead.
7.	Existing O & M Operator as well as newly selected O & M operator of GSWAN & GSDC cannot participate in this bid.	Undertaking from bidder stating to the compliance of clause.
8.	The bidder must have one office in Gujarat. In case, bidder does not have office in Gujarat, bidder has to give undertaking to open office in Gujarat within 45 days from the date of Work Order.	Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/GST/CST Registration/Lease agreement. OR Undertaking

Note:

- 1) The Bidder must attach valid documents in support to their Technical and Financial capabilities / strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to rejection.
- 2) **All details and the supportive documents for the above should be uploaded in the GeM bid.**
- 3) **Bidder's experience, bidder's turn over criteria, EMD and PBG will not be considered of GeM bid, however bidder must match eligibility criteria, experience, bidder's turn over criteria, EMD and PBG as mentioned above (in this document) and will be considered for evaluation.**
All bidders who wish to participate in this bid must submit EMD as per bid requirement.

SECTION: 4

BID EVALUATION

1) Pre-qualification evaluation:

Bidders who have submitted the valid EMD shall be considered for further evaluation. If bidders fail to submit the bid security as per this RFP document, their Bid shall be out rightly rejected.

2) Technical Evaluation

The eligible bidders as per the eligibility criteria (section-3 of this RFP) will be invited to make a presentation to the GIL/DST, GoG at a date, time and location notified by the GIL/DST, GoG. The purpose of such presentations would be to allow the bidders to present their Approach & Methodology to the committee and the key points in their proposals.

Technical Evaluation Matrix (Max Marks -50)

S. No	Criteria	Presentation covering key Points	Max. Marks
1	The bidder must have expertise in providing Third Party Auditor services. The Bidder must be in the TPA business for more than 5 years. The bidder must have minimum experience/ expertise in performing TPA role in at least in one State Data Centre project and one State Wide Area Network project	2 Projects = 5 Marks 3 Projects = 10 Marks 4 Projects = 15 marks more than 4 = 20 marks	20
2	Understanding of Scope of Work and Detailed Approach & Methodology	<ul style="list-style-type: none"> • Understanding of Scope, Approach and Methodology = 10 marks • Proposed technical resources =10 marks • Understanding role of TPA in complaint resolution =10 marks 	30

Note: Technical evaluation as per above table would carry maximum 50 Marks; However, we would normalize it into scale of 100 Marks as GEM portal do not allow 50 Marks as maximum score. In order to qualify in Technical evaluation, bidder would require 60% of marks i.e. 60 Marks out of 100 Marks. (It means 30 Marks required to qualify in technical evaluation out of 50 Marks)

- a) The bidders have to submit the above information along with the details in the appropriate forms illustrated in “Technical Evaluation” given above. Further the bidders are required to provide the following: The Documents and Information with regard to the qualification criteria listed at clause 1 of this section.
- i. Notice of Intent to submit proposal in response to RFP Notice as per Form of Annexure.
- Each page of the RFP response must be signed and stamped by the authorized signatory of the bidder who has the Power of Attorney to commit the bidder to contractual obligations.
 - The bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with State Government Additionally, such disclosure shall address

any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

- The proposal will include a 'Power of Attorney' letter for "Authorized Signatory"

- b) Depending on the evaluation methodology mentioned above, each Technical Bid will be assigned a technical score (Tb) out of a maximum of 50 points as per the aforementioned Technical Evaluation Criteria. Bidders who score a Technical score of 60 % and above will qualify for the evaluation in the commercial process.
- c) These technical scores would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

The individual bidder technical scores will be normalized as per the formula below:

$$T_n = T_b / T_{max} * 100$$

Where

T_n = normalized technical score for the bidder under consideration

T_b = absolute technical score for the bidder under consideration

T_{max} = maximum absolute technical score obtained by any bidder

GIL/DST, GoG's decision in this regard shall be final and binding, no further discussion/interface will be held with the bidders whose bids are technically disqualified / rejected.

3) Financial Evaluation

Only the Commercial bids of those bidders who qualify the technical evaluation stage will be opened. All other Commercial bids will be returned un-opened. The Commercial Bids (as per the formats provided in this RFP) of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest evaluated Financial Proposal (F_{min}) will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be computed as per the formula for determining the financial scores given below:

$$F_n = 100 \times F_{min} / F_b,$$

Where,

F_n = normalized financial score for the bidder under consideration

F_b = absolute financial score for the bidder under consideration

F_{min} = minimum absolute technical score obtained by any bidder

4) Final Evaluation

Proposals will be ranked according to their combined technical (T_n) and financial (F_n) scores using the weights (T = 0.30 the weight given to the Technical Proposal; P = 0.70 the weight given to the Financial Proposal; T + P = 1).

The combined technical and financial Score (S) = $T_n \times T + F_n \times P$

The bidder achieving the highest combined technical and financial score will be awarded the contract. In case of where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher technical score (Tb) will be awarded the contract.

Notification of Award: The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the bidder in the bid document. Any change of address of the Bidder, should therefore be promptly notified to the State.

Signing of contract: The Selected Bidder shall be required to enter into a contract, including any agreements reached during the negotiation process, if any with the Authorized Representative, GoG, within fifteen days of the award of the contract or within such extended period, as may be specified by the Authorized Representative, DST, GoG. This contract shall be on the basis of this document, the Bid submitted by the Bidder, the letter of intent and such other terms and conditions as may be determined by the authorized representative, GoG to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

Note:

1. Government of Gujarat reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids 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 department's action.
2. **Failure to agree with the Terms & Conditions of the RFP/Contract:** Failure of the successful Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award, in which event GoG may make the award to the next Best Value Bidder or call for new Bids.
3. Subletting is not allowed in full or part of the assignment.

SECTION: 5

INSTRUCTION TO BIDDERS

SECTION -5

INSTRUCTION TO THE BIDDERS

1. COST OF BIDDING

- 1.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Government of Gujarat (GoG)/Gujarat Informatics Ltd (GIL) will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2. Bidder is requested to pay EMD amount to GIL office . In case of non-receipt of EMD the bid will be rejected by GIL/GoG as non-responsive.

2. BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any freely available on <https://gil.gujarat.gov.in/> and <https://gem.gov.in/>. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

3. CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications on or before pre-Bid to DGM (Tech), Gujarat Informatics Ltd., Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector 10, Gandhinagar, Gujarat 382010. GIL/DST (GoG) will clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre- bid meeting date.

Sr. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			

4. AMENDMENT OF BIDDING DOCUMENTS

- 4.1. At any time prior to the deadline for submission of bids, GoG/GIL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
- 4.2. All prospective bidders are requested to browse our website & any amendments/ corrigendum/ modification will be notified on our website and such modification will be binding on them.
- 4.3. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, GoG/GIL, at its discretion, may extend the deadline for the submission of bids.

5. LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GoG/GIL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

6. SECTION COMPRISING THE BIDS

- 6.1 The quotation should be scan-able and distinct without any option stated in.
- 6.2 All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:

a) **Bid security Section:** The bid security to be furnished to GIL office. The details are required to be filled in this section.

b) **Eligibility & Technical Section:**

Financial Capabilities (In the Prescribed Format Only: Form A)

Technical Capabilities (In the Prescribed Format Only: Form B)

Compliance Statement (In the Prescribed Format Only: Form C)

Bid letter form (In the prescribed format only: Form D)

Undertaking regarding Restriction of Procurement from Border countries (In the prescribed format only: Form E)

6.3 **Price bid Section:** Priced bid (in the prescribed format only->Section: 6)

7. BID FORMS

7.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.

7.2 For all other cases, the Bidder shall design a form to hold the required information.

7.3 GoG/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

8. FRAUDULENT & CORRUPT PRACTICE

8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the GoG/GIL of the benefits of free and open competition.

8.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

8.3 GoG/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

9. LACK OF INFORMATION TO BIDDER

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.

10. CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days along with the inception report and working schedule as per the tender requirements & if the operation is not started within fifteen (15) working days after submission of P.B.G. as mentioned, GoG/GIL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

11. BID PRICE

11.1 The priced bid should indicate the prices in the format/price schedule only.

11.2 The Financial bid shall indicate charges payable as per Section-5 for 5 year and terms thereof for providing required services as per this RFP. The bidder shall quote fix yearly charges. A bid uploaded with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.

11.4 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the

unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- 11.5 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
- 11.6 The bidder should provide calculations for the quoted charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 11.7 Bidders may verify the actual distances between the PoPs before quoting for the same and may undertake a survey, if required.
- 11.8 Offered price should be exclusive of all applicable taxes. Bidder should mentioned & upload the applicable taxes such as Excise, Sales Tax, Service Tax, Octroi (If applicable), Packing/ Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) with percentage & amount of tax.
- 11.9 Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the GoG/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

12. BID CURRENCY

The prices should be quoted in Indian Rupees. Payment for the supply of supply, installation and commissioning of leased line & Raw Internet bandwidth as specified in the agreement shall be made in Indian Rupees only.

13. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 13.1 The Bidder shall furnish, as part of the Bid, a Bid security for the amount of **Rs. 10,00,000/- EMD** in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for **9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the **G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021** issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at **Form F**) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

- 13.2 The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 13.3 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 13.4 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement, and furnishing the Performance Bank Guarantee.
- 13.5 The Bid security may be forfeited at the discretion of GoG/GIL, on account of one or more of the following reasons if:
 - The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
 - Bidder does not respond to requests for clarification of their Bid.
 - Bidder fails to co-operate in the Bid evaluation process, and
 - In case of a successful Bidder, the said Bidder fails:
 - To sign the Agreement in time

- To furnish Performance Bank Guarantee

14. VALIDITY OF BIDS

- 14.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by GoG/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, GoG/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

15. Operational Penalties:

TPA agency is expected to provide appropriate services and deliverables as mentioned in this RFP. The TPA would be required to adhere to the periodicities of the audit process, requirements defined in this RFP to meet the Scope of work and associated deliverables.

15.1 Penalty for Delay or non-submission of Audit Reports:

The TPA would be required to submit Audit report within 15 days post end of the audit period. The TPA would be required to adhere to the periodicities of the audit process, requirements defined in this RFP to meet the Scope of work and associated deliverables. In case of any delay in submission of deliverables/activities, a penalty of 0.5% of quarterly payment per week per deliverable will be levied. Penalty amount will be deducted from the Quarterly payment.

15.2 Delay in Submission of various MIS Reports: TPA has to submit various MIS reports mentioned in this RFP as per their periodicity like daily/weekly/fortnightly/monthly/quarterly/half yearly and Yearly. In case of delay in submission of these reports it will lead to penalty as mentioned below:

- Daily/weekly reports – Rs. 500 per day per deliverable
- Fortnightly/monthly reports – Rs. 1000 per day per deliverable.
- Quarterly / Half yearly/Yearly reports – Rs. 5000 per day per deliverable.

15.3 Delay in submission of FAT Report: TPA has to submit the detailed FAT report duly signed and stamped within 15 days from the date of completion of FAT. Further delay in submission of FAT report solely on account of TPA, a penalty of Rs. 10,000/- per week will be levied

15.4 Delay in vetting of Survey/Estimates: TPA has to verify the Survey/Estimates report submitted by O&M operator and submit its final recommendation on the same to DST/GIL within a week from the date of submission. Further delay in submission of recommendation solely on account of TPA, a penalty of Rs. 10,000/- per week will be levied.

15.5 Penalty for error in recommendation: In case of any errors/ mistakes in the recommendations of payments for invoices of vendors, errors solely on account of TPA fault, a penalty of 0.5% of the Quarterly Payment for each wrong recommendation will be imposed. "Definition of errors or mistakes in the above context is limited to only calculation mistakes in payment recommendations and mistakes in recommendation of payment due to ignorance of terms and conditions in vendor's work order/ SLA during evaluation of the invoices. Other than above two conditions no other conditions will be liable for penalty to be levied to TPA." If the errors made are due to incompetence or deliberate & such errors are repeated two times then DST, GOG may terminate the contract with TPA.

15.6 Penalty against Manpower provision: Minimum onsite manpower requirement to be provisioned by TPA is already mentioned in this document. If the bidder fails to provide resources or if provided resources get absent, then penalty shall be applicable as per below on quarterly basis:

S/N	Role/Position	Penalty on non-availability of resources per day
1	Project Manager	Rs. 10,000/-
2	Senior Consultants	Rs. 7,000/-
3	Consultants	Rs. 5,000/-

15.7 The overall penalty would be capped at 25% of the Quarterly Payment.

16. BID DUE DATE

- 16.1 Bid must be received by the GoG/GIL at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
- 16.2 The GoG/GIL may, as its discretion, on giving reasonable notice by fax, cable or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the GoG/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

17. LATE BID

No bidder may be able to upload or submit the bid after the bid due date/time.

18. MODIFICATION AND WITHDRAWAL OF BID

- 18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by GoG/GIL prior to the deadline prescribed for submission of bids.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 18.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 18.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

19. OPENING OF BIDS BY GoG/GIL

- 19.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 19.2 The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the GoG/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 19.3 Immediately after the closing time, the GoG/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

20. CONTACTING GoG/GIL

- 20.1 Bidder shall not approach GoG/GIL officers outside of office hours and/ or outside GoG/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- 20.2 Any effort by a bidder to influence GoG/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GoG, it should do so in writing.

21. REJECTION OF BIDS

GoG/GIL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

22. EVALUATION METHODOLOGY

The bids will be evaluated as per the evaluation methodology mentioned in Section 4.

23. AWARD OF CONTRACT

- 23.1 Award Criteria: The Criteria for selection will be as mentioned in the section 4. DST/GIL may negotiate the prices with selected Bidder, under each item/head offered by Bidder.
- 23.2 DST/GIL right to vary requirements at time of award: GoG reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- 23.3 In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.
- 23.4 The successful bidders shall be engaged by DST/GIL to provide TPA services as per the scope of this RFP for an initial period of 5 Years extendable for 1 year. This 5 Years period will commence from the date of issuing of Letter of Intent/Award of Contract.

24. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- 24.1 Prior to expiration of the period of Bid validity, GOG/GIL will notify the successful Bidders and issue Lol.
- 24.2 Within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the GOG/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.

25. FORCE MAJEURE

- 25.1 Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the TPA. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The TPA shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

25.2 Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- 25.3 **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.

25.4 **Other Events** (“Political Events”) to the extent that they satisfy the foregoing requirements including:

▪ **Political Events** which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:

- a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- b) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
- c) Any event or circumstance of a nature analogous to any of the foregoing.

25.5 **FORCE MAJEURE EXCLUSIONS:** Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents;

25.6 **PROCEDURE FOR CALLING FORCE MAJEURE**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

26. CONTRACT OBLIGATIONS:

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

27. AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

28. USE OF AGREEMENT DOCUMENTS AND INFORMATION

28.1 The TPA shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the TPA in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

28.2 The TPA shall not without prior written consent of GoG make use of any document or information made available for the project except for purposes of performing the Agreement.

28.3 All project related documents issued by GoG other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the TPA's performance under the Agreement, if so required by the GoG.

29. RESOLUTION OF DISPUTES

29.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days’ notice thereof to the other Party in writing.

29.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of

disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.

- 29.3 The place of the arbitration shall be Gandhinagar, Gujarat.
- 29.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 29.5 The proceedings of arbitration shall be in English language.
- 29.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 29.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

30. TAXES & DUTIES

TPA is liable for all taxes and duties etc. as may be applicable from time to time.

31. BOOKS & RECORDS

TPA shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

32. PERFORMANCE GUARANTEE

- 32.1 The TPA shall furnish Performance Guarantee (Form G) as provided in the bid document to GoG for an amount equal to 10% of the value of Order.
- 32.2 The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, GoG shall invoke the PBG.
- 32.3 The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public Sector Banks and private banks such as IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank having branch in Gandhinagar\Ahmedabad in the format provided by GoG to be submitted Within 15 working days of receipt of award.
- 32.4 The Performance Guarantee shall be discharged by GoG and returned to the TPA within 30 days from the date of expiry of the Performance Bank Guarantee.

33. PAYMENTS TERMS

- 33.1 The payment to the selected TPA shall be processed on quarterly basis on submission of report and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA)
- 33.2 The TPA's request for the payment should be made at the end of each quarter by invoices along with the required supporting documents as defined in this RFP
- 33.3 DST/GIL or its designated agency shall verify all the supporting documents as prescribed and acceptable to GoG/DST.
- 33.4 On the receipt of such invoice after verification by the GoG/designated Agency and after deducting taxes and any penalties, DST/GoG shall pay the amount. The TPA shall furnish all the tax payment receipts to GoG/DST.
- 33.5 The currency of payment shall be Indian Rupees.
- 33.6 If there is any deficiency in the performance of Contractual obligations on the part of the TPA, the TPA shall be liable for the imposition of appropriate Penalties as specified in clause 15 of this section and DST/GIL shall be entitled to deduct such Penalties at source while making payment to the TPA for the services provided.

34. SERVICE TERMS

- 34.1 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 34.2 It is mandatory for Bidder to deploy qualified professional to provide the required services as

defined under scope of work.

- 34.3 The Bidder has to submit regular schedule of technical man power availability & get it approved by GoG/, before deployment.
- 34.4 The Bidder needs to manage & maintain various records related to the services extended to the Government.
- 34.5 If required, the Bidder may need to coordinate and approach various agencies working for GSWAN.
- 34.6 The Bidder needs to maintain the required security of the network as per the DIT/GoG Security guidelines.
- 34.7 The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. TPA will have to submit the progress reports regularly, as per the guide line issued by GoG/.
- 34.8 The Bidder need to make its own arrangement for establishing outside/field communication. GoG will not provide any external / outgoing facility to other network.
- 34.9 Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

35. TERMINATION OF SERVICE

- 35.1. **Termination by DST/GIL, GoG** –DST/GIL, GoG reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days’ notice in writing if: -
 - 35.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - 35.1.2. In case GoG finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
 - 35.1.3. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
- 35.2. **Termination by Successful bidder:** The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days’ notice if the payment to the TPA is due for more than 2 (two) consecutive quarters.
- 35.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
- 35.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 35.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party’s endeavour to remedy the default which gave rise to the commencement of such notice period.

36. INDEMNIFICATION

Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer’s prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

37. LIMITATION OF LIABILITY

TPA's cumulative liability for its obligations under the contract shall not exceed the contract value and the Successful Bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

38. CONFIDENTIALITY

- 38.1. TPA understands and agrees that all materials and information marked and identified by DST/GIL as 'Confidential' are valuable assets of DST/GIL and are to be considered DST/GIL's proprietary information and property. TPA will treat all confidential materials and information provided by DST/GIL with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. TPA agency will not use or disclose any materials or information provided by DST/GIL without DST/GIL's prior written approval.
- 38.2. TPA agency shall not be liable for disclosure or use of any materials or information provided by DST/GIL or developed by TPA agency which is:
 - 38.2.1. possessed by TPA agency prior to receipt from DST/GIL, other than through prior disclosure by DST/GIL, as documented by TPA agency's written records;
 - 38.2.2. published or available to the general public otherwise than through a breach of Confidentiality; or
 - 38.2.3. Obtained by TPA agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to DST/GIL; or
 - 38.2.4. Developed independently by the TPA agency.
- 38.3. In the event that TPA agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, TPA agency shall promptly notify DST/GIL and allow DST/GIL a reasonable time to oppose such process before making disclosure.
- 38.4. TPA agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST, GoG irreparable harm, may leave DST/GIL with no adequate remedy at law and DST/GIL is entitled to seek to injunctive relief.
- 38.5. DST/GIL does not wish to receive the Confidential Information of TPA agency, and TPA agency agrees that it will first provide or disclose information which is not confidential. Only to the extent that DST/GIL requests Confidential Information from TPA agency, then TPA agency will furnish or disclose Confidential Information.
- 38.6. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. Nothing contained in this contract shall limit the TPA agency from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

SECTION: 6

PRICE BID

Section: 6

PRICE BID

S. No	Description	Total Charges for 5 Years (with taxes)
1	Third party auditor charges for the period of 5 Year (payable quarterly in 20 equal installments)	
Total (with taxes) (In Rupees)		

Note:

- 1. The rates should be inclusive of all taxes.**
- 2. Bidder is required to submit undertaking about the rate of tax separately in their letterhead at the time of bid submission.**

FORM A: FINANCIAL CAPABILITIES

Turnover			Net Worth		
2018-2019	2019-2020	2020-2021	2018-2019	2019-2020	2020-2021

Note:

1. Upload the audited financial statement/ audited annual report of the last three financial years.
2. Annual financial turnover during the last three years is ____ Crore (each year) against consultancy Services. Bidder shall upload documentary evidence.
3. Bidder should have a positive Net worth. In this regard bidder should upload a certificate in original from a chartered account.

FORM B: TECHNICAL CAPABILITIES

DETAILS OF PAST EXPERIENCE OF SIMILAR PROJECTS

S. No.	Client Name	Project Name	Nature of Assignment	Project Details (as per Eligibility Criteria)	Contact details
1					
2					
3					
4					
5					

Note:

1. Upload the copy of successful work completion certificates from client, Work Order/ Purchase Order, Self-certificate of completion (certified by the statutory auditor or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the criteria of eligible bidder.

FORM C: COMPLIANCE STATEMENT

Sr. No	RFP Clause No.	RFP Clause	Complied / Not Complied	Comments
1				
2				

Note: The Clause by Clause Technical Compliance should be submitted duly signed by Power of Attorney.

Form D: FORMAT FOR BID LETTER FORM

(Shall be uploaded a scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,

DGM (Tech)

Gujarat Informatics Ltd.

Block-2, 2nd Floor,

Karmayogi Bhavan, Sector-10, Gandhinagar.

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: CONTRACT FOR _____.

Dear Sir,

With reference to above referred tender, I, undersigned <<**Name of Signatory**>>, in the capacity of <<**Designation of Signatory**>>, is authorized to give the undertaking on behalf of <<**Name of the bidder**>>.

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the _____ as detailed in the above mentioned bid submitted by us.

If our Bid is accepted, we undertake to;

1. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time)
2. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
3. Maintain validity of the Bid for a period of 180 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

Thanking you,

For <Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

Form E: FORMAT FOR UNDERTAKING AS PER GUIDELINES PUBLISHED BY MNISTRY OF FINANCE, DEPT. OF EXPENDITURE, PUBLIC PROCUREMENT DIVISION DATED 23.07.2020

On letterhead of Bidder

**Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure,
Public Procurement division dated 23.07.2020**

Mr. _____ undersigned authorized representative of M/s <<Name of Bidder>> has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that <<Name of Bidder>> is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries. I hereby certify that <<Name of Bidder>> fulfils all requirements in this regard and eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If given information is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

(Signature)

Authorized representative of <<Name of Bidder>>

Form F
Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

Block -2, 2nd Floor, Karmyogi Bhavan,

Sector – 10A, Gandhinagar - 382017

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP no: _____ for **Request for Proposal (RFP) For Selection of Third Party Auditor For various IT Projects of Department of Science & Technology, Government of Gujarat** KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2021.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order and acceptance thereof.

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

This guarantee will remain valid up to 27 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder and owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2021.

Signed and delivered by

For and on Behalf of

Name of the Bank and Branch and
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department or further instruction issued by Finance department time to time.

Form - G
PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To
DGM (Tech)
Gujarat Informatics Limited,
Block -2, 2nd Floor, Karmyogi Bhavan,
Sector – 10A, Gandhinagar.
(Gujarat)

Dear Sir,

1. WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for **Request for Proposal (RFP) For Selection of Third Party Auditor For various IT Projects of Department of Science & Technology, Government of Gujarat** AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.
2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Gujarat ("GoG") the Guarantee: THEREFORE the Bank hereby agrees and affirms as follows:
The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GoG under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GoG under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.
3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GoG in that behalf and without delay/demur or set off, pay to GoG any and all sums demanded by GoG under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GoG to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.
4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually be decided by the bidder and GoG. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.
5. The BANK also agrees that GoG at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that GoG may have in relation to the Bidder's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GoG or any other indulgence shown by GoG or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of
Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department or further instruction issued by Finance department time to time.