

# Tender Document

**Tender No: CC/18-001/Oct. 2018**

**Request for Proposal (RFP)  
For  
Selection of Third-Party Auditor (TPA)  
To  
Audit and Monitor  
For  
Investor Facilitation Portal – Gujarat  
(October 2018)**



**Computer Centre**  
(A division of iNDEXTb)

(A Govt. of Gujarat Organisation)  
Block No. 15, 1<sup>st</sup> Floor, Udyog Bhavan,  
Sector-11, Gandhinagar – 382 011.

Tel : 079-232 56592 / 93 / 94  
Fax : 079-232 51650

***Bid Processing Fee : Rs.10,000.00***

## **Disclaimer**

The information contained in this Request for Qualification (RFQ) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by iNDEXTb or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

The purpose of this RFQ is to provide interested parties with information that may be useful to them in eliciting their offers. This RFQ includes statements, which reflect various assumptions and assessments arrived at by iNDEXTb in relation to various Projects to be carried out. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for iNDEXTb, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. iNDEXTb accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

iNDEXTb, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way in this Bid Stage.

## **Important Information**

iNDEXTb, A Govt. of Gujarat Organization have released tender for the appointment of third-party auditor (TPA) for Investor Facilitation Portal (IFP).

The bidders can download the tender document from website of Industrial Extension Bureau (<http://www.indextb.com>) as well as from <https://indextb.nprocure.com>.

Tender Fee - Non-refundable	Rs. 10,000/- (Rupees Ten Thousand only)
Date & Time of Pre-bid meeting	16-11-2018 at 11:30 PM.
Place for Pre-bid meeting and Opening of Technical Bids	Conference Room Computer Centre Block No. 15, 1 <sup>st</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat – 382 011.
Last date & time for Online Submission of bid documents	20-11-2018 up to 04:00 PM.
Place for Online Submission of bid documents	<a href="https://indextb.nprocure.com">https://indextb.nprocure.com</a>
Date & Time for Opening of Technical Bid	22-11-2018 at 12:30 PM.
Contact Person	Ms. Anjali Vyas General Manager (IT)
Bid Security (Earnest Money Deposit)	Rs. 60,000/- (Rupees Sixty Thousand Only)
Tender fee & EMD	Tender Fee and EMD must be in the form of Demand Drafts drawn in the name of “Industrial Extension Bureau” payable at Gandhinagar along with the covering letter.
Last date, time & place for physical submission of EMD, Tender Fee and other Documents.	16-11-2018 up to 12:00 PM. Computer Centre Block No. 15, 1 <sup>st</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat – 382 011.
Validity of tender	180 Days

1. Technical bids will be opened in the presence of tender Committee members whoever are present as well as a representative of Bidders who choose to attend on the specified date and time. The tender committee has been empowered to take the final decision regarding the tender. The Committee has been empowered to evaluate the tender received from bidders and take the final decision.
2. In the event of the date specified for receipt and opening of bid being declared as a holiday for iNDEXTb, the due date for submission of bid and opening of bid will be the following working day at the specified time.
3. iNDEXTb reserves the right to accept or reject any or all tenders offer without assigning any reason.

4. The selection procedure may call for a presentation after the preliminary scrutiny. The agencies are required to come for technical presentation at their own cost on short notice.
5. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids and/or presentation will be opened.
6. Bidders are required to submit the details in the prescribed format in chronological order. If any information sought in this RFQ is either missing or not clearly specified, it will be presumed that the consultant is not in a position to provide the information and the offer will be evaluated accordingly.
7. In case, during the evaluation process or later on, any documents submitted as part of the proposal are on verification, found fake/wrong/illegal/not authenticated by the issuing authority, iNDEXTb may debar/black list the bidder either indefinitely or for a stated period of time.
8. Use & Release of Bidder Submissions:

iNDEXTb is not liable for any cost incurred by bidders in preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the iNDEXTb and may be returned at its sole discretion. The content of proposals received will be kept in strict confidence during the evaluation process, and details will not be exposed outside the evaluation process.

**Note:**

1. Bidders who wish to participate in this e-tender will have to register on <https://indextb.nprocure.com>. Further, bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000, using which they can sign their electronic bids. Bidders can procure the same from (n)Code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
2. In case, the bidders need any clarification or training requirement for participating in e-tender, they may contact Support Team of the following office:

**(n) code Solutions (A division of GNFC Ltd.)**

403, GNFC Infotower, S. G. Road, Bodakdev,  
Ahmedabad – 380 054 (Gujarat).

Toll Free Number : 1800 419 4632.

Phone : 079-2685 7316 / 17 / 18 (Ext. : 515, 565, 525) / 079-4000 7533.

## **1. Introduction**

Government of Gujarat (GoG) have developed a comprehensive online Investor Facilitation Portal (IFP) to facilitate investors in establishing businesses in the State. The Government intends to use the internet as a platform to simplify the application process for investors. iNDEXTb acts as a single window to investors regarding their queries, information dissemination, document filing, departmental approvals and monitoring. The Government intends to use the platform as a centralized system to allow investors to make investment proposals, processing of applications and monitoring their progress. IFP aims to reach its targeted beneficiaries, investors, providing advantages such as transparency and accountability in processes, delivering faster and reliable services coupled with an effective and efficient monitoring mechanism. The existing portal has functionalities like work-flow for application movement across departments, information regarding state's infrastructure, information about investment application processes and query management.

## **2. Third Party Auditor (TPA)**

TPA is required to provide dedicated manpower for various periodic audit activities, monitoring of SLA parameters as per the Agreement and provide suitable manpower for functional and security audit of the software.

### **1. TPA - Scope of Work**

Third Party Audit shall include monitoring the performance BOOT operator with a view to ensure desired Quality of Service (QoS) as defined in the SLA, signed between Industrial Extension Bureau and BOOT Operator. These Guidelines define the broad areas of work, which TPA shall perform for a period of four years from the date of issuance of Work order. Any additional quarter will be charged on Pro-rata basis (based on the financial bid submitted by the bidder). However, the agreement can be extended for a further period of one year on the same terms and conditions.

### **2. To understand the Project, TPA would be required to**

- Study the contract signed between the Industrial Extension Bureau and the BOOT Operator and Bandwidth Service Provider.
- Study the software, architecture & design and the services envisaged.
- Review communication process among the stakeholders - iNDEXTb and M/s TCS (the BOOT Operator).
- Create frameworks and procedures for audit.
- Review of the escalation mechanisms being followed to resolve any issues related to the project.
- Tools to monitor the SLA will be provided by BOOT operator to TPA.
- List of deliverables assigned to BOOT operator will be made available to successful bidder (TPA) by BOOT operator.

The purpose of this requirements (hereinafter referred to as SLR) is to clearly define the levels of service which shall be provided by the Implementing Agency to the Nodal Agency for the duration of this contract for the Investor Facilitation Portal. This SLR document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The IA shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the IA shall be reviewed by the TPA on behalf of iNDEXTb that shall:

- Regularly check performance of the IA against this SLR.

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

TPA would also conduct audit of the process, plan and results of the System implemented by BOOT Operator. TPA shall verify availability of all the defined services as per the contract signed between Industrial Extension Bureau and M/s TCS. M/s TCS shall be required to demonstrate all the services/features/functionalities as mentioned in the agreement.

### **3. Inventory**

TPA audit would include review that all hardware and software items have been installed at the sites as per the contract. TPA audit would also include updating inventory register in event of any changes in the inventory. All the inventories deployed for hosting the portal are centralized at one location.

Inventory Audit is to be performed annually and the relevant changes in the year of the audit shall be recorded. Inventory Details shall be provided by the BOOT Operator and TPA shall maintain a record at its end, which shall be updated by TPA based on information provided by the BOOT Operator. Also, the verification will be done through tools and through site visits. These exercises would include review of documentation, physical verification of locations every year. Portal is equipped with payment gateway facility for which no separate hardware placed at any other site

### **4. SLA Monitoring Audit**

SLA monitoring would include audit of the performance of BOOT Operator. Including the components provided by iNDEXTb. TPA would carry out the following tasks:

- TPA audit would include preparation of templates for reports to be submitted by BOOT Operator to TPA/iNDEXTb and report to be submitted by the TPA to iNDEXTb. TPA shall also tabulate measurable parameters as defined in the respective SLA's.
- TPA would proactively convey to the stakeholders any concerns based on the information generated using the reports.
- TPA would provide quarterly certification of work carried out by BOOT Operator and perform penalty computation for each bill, as per the SLA and payment conditions mentioned in the agreement between BOOT Operator and iNDEXTb.

- TPA audit would also include site inspection to verify those parameters of the SLA, which cannot be monitored using Software Tools.

## **5. Usage Audit**

TPA would appraise iNDEXTb about the health of the Software Application, Hardware and Network through reports indicating the utilization, scalability requirements as per the current and envisaged State level applications etc.

## **6. Security Audit**

- TPA would perform security audit of complete system as per standard Industry Norms and submit recommendations to iNDEXTb indicating the risk elements in the system.
- TPA would conduct the Security Audit yearly.
- TPA would review the mechanism of obtaining data on user satisfaction, feedback on quality of service & post analysis of the same and would submit a report with recommendations to iNDEXTb. This task would be done on a yearly basis.

## **7. Exit Process Support**

This role is envisaged with the objective of ensuring preparedness of iNDEXTb at all the time for any eventuality resulting in termination of contract. TPA audit includes support/ advice in the event of exit of the BOOT operator. The Agency would:

- Review the exit process as per the contract.
- Advise iNDEXTb on documentation, process and procedures necessary for taking over the system from the BOOT operator.
- Provide advisory support during the transition period from the current BOOT operator to the new operator.
- Conduct audit readiness of the State for such an eventuality on a Yearly basis.

## **8. Project Timelines and Current Status**

The Project is in operation and current BOOT Operator shall perform the work till March, 2022.

## **9. Eligibility Criteria**

- The Bidder must be a professional and reputed management organization, having proven expertise in providing consultancy/ advisory services in IT sector to Government for over three years.



- The Bidder should have an annual Turnover from consultancy services averaged over the last 3 years should be a minimum of Rs. 25 Crores (Rupees Twenty-five Crores).
- The Bidder must have completed/ongoing atleast three Third Party Audit of an e-Governance Project for any State Government/Central Government/Public Sector Undertaking.
- The Bidder should not have any conflict of interest i.e. should not be involved in the business for which TPA is proposed to be appointed.

Documents in support of above should be submitted along with the Tender.

### **10. Details to be submitted**

Sealed bids shall be submitted by the bidder under Two Envelope System. All the documents along with signed copy of the Tender document and EMD except Financial Bid shall be sealed in one Envelope called the Technical Bid. The Financial Bid shall be sealed in a separate envelope and submitted along with Technical Bid in a larger sealed Envelope. The bid shall comprise of the following:

- Letter of submission in the format as given in the Tender Document.
- Proof (Board resolution/Power of attorney) stating that the person signing the bid is an authorized representative of the bidder.
- EMD
- Sealed financial bid in the format as given in this document.

### **11. Envelope Heading**

The financial proposal should be clearly marked and should contain a label stating “Financial Proposal – Along with Tender No. and Due date.

The overall bid envelope shall contain a label stating “Bid for Appointment of TPA for IFP Portal, Govt. of Gujarat” along with the Tender No. and due date. The name and address of the bidder should be written on the envelope along with the address of the Tender issuing authority.

### **12. Language of proposal**

Proposals shall be submitted in English. The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals. An authorized representative of the bidder shall initial all pages of the proposal. The representative’s authorization should be confirmed by a written letter of authorization accompanying the bid.

### 13. EMD details

The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees Sixty Thousand Only) in the form of demand draft/banker's cheque, from a Scheduled Bank, drawn in favour of iNDEXTb Ltd., payable at Gandhinagar. The demand draft/banker's cheque should be valid for 6 months.

The bidder would be disqualified in the pre-qualification process if the EMD is not submitted along with the Bid.

Unsuccessful Bidder's EMD (bid security) will be returned as promptly as possible but not later than 60 days after the award of the contract to the successful bidder. No interest will be payable by iNDEXTb on the amount of the Bid Security. The bid security may be forfeited:

If the Bidder modifies or withdraws his Bid or change his quoted price during the period of bid validity or its extended period without the explicit consent of iNDEXTb, if any;

or

In the case of a successful Bidder, if it fails within the specified time limit to:

Sign the Agreement

or

Furnish the required Performance Bank Guarantee

### 14. Financial Bid

No changes in the financial bid would be allowed post submission of the bid. The currency for the financial bid should be Indian Rupees. Bidders shall quote for the entire Project on a single responsibility basis on the following lines:

- Bidders intending for commercial bid should necessarily give the commercial details in the format only in accordance to the details and terms and conditions as mentioned in the Tender.
- The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the bid and further negotiations between iNDEXTb and the bidder only. No separate payment shall be made for services that are to be delivered by the Bidder as part of his scope of work for this project other than the fixed payment for certain deliverables as detailed in the scope of work and the payment terms of the bidder.
- The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been tendered, no change/modification will be

entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.) The prices once provided by the bidder will be valid for the entire period of validity of the bid as defined in the bid document. Further negotiations between iNDEXTb and bidder may lead to change in the quoted prices.

- Any revision in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid will be to the account of the bidder.
- The Bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.

### **15. Bid Evaluation process and Award of Contract**

The Evaluation Committee constituted by iNDEXTb shall evaluate the bids submitted by the bidders for compliance.

The evaluation of the bids shall be carried out as detailed in relevant sections.

### **16. Preliminary Evaluation**

The bid documentation furnished by the bidder shall be examined prima facie, to ensure that the bid has been properly sealed and signed and accompanied by relevant documents criteria (covering letter, EMD, authorization/Power of Attorney in favour of bid signatory etc., to substantiate the compliance with the criteria as explained in this Tender.

Only the bids qualifying the Preliminary Evaluation would be considered for further evaluation.

### **17. Technical Evaluation**

The evaluation committee shall evaluate the bids further (subsequent to qualification in preliminary evaluation), based on the documents submitted including the proposed approach and methodology. Each bidder may be required to make a presentation for the same to the evaluation committee. Bids would be evaluated on the following parameters;

<b>Sr. No.</b>	<b>Parameter</b>	<b>Score</b>
1	Size of the Organization, Experience in undertaking large ICT related Consultancy/ Program Management.	30
2	Approach and Work Plan for execution of Scope of work	25

<b>Sr. No.</b>	<b>Parameter</b>	<b>Score</b>
3	Experience in handling similar Projects	20
4	Quality Certifications / affiliations / recognition etc.	10
5	Presence in Gujarat	15

The objective of the Technical Bid evaluation is to shortlist bidders who have the technical experience, skills, reach that are essential to undertake the scope of work.

To technically qualify, bidders would require to attain a total score of at least 75.

Bidders should submit related information with support details, as per the evaluation criteria specified above. The qualifying criteria may be modified by the Bid evaluation committee, in the interest of the project.

### **18. Financial Evaluation**

The financial evaluation shall be done based on the details submitted by the bidder in the Financial Bid. The calculation for financial evaluation shall be for the entire duration of the project.

### **19. Award of Contract**

After evaluation of all accepted proposals by the evaluation committee, the contract may be awarded to the lowest bidder meeting all the requirements as per Tender.

### **20. 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.

### **21. Signing of Contract**

The Most Responsive Bidder shall be required to enter into a contract, including any agreements reached during the negotiation process, if any with iNDEXTb, within 15 days of the award of the contract or within such extended period, as may be specified by iNDEXTb. This contract shall be on the basis of this document, the Bid of the Bidder, the letter of intent and such other terms and conditions as may be determined by iNDEXTb to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

#### **Note**

- a. iNDEXTb 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.

b. Failure to agree with the Terms & Conditions of the Tender/Contract: Failure of the successful Bidder to agree with the Terms & Conditions of the Tender/Contract shall constitute sufficient grounds for the annulment of the award, in which event iNDEXTb may make the award to the next Best Value Bidder or call for new Bids.

c. The liability of Consultant to iNDEXTb under this Contract shall be limited to the total Contract Value. Notwithstanding anything contained in this Contract, Consultant shall be liable to indemnify losses and damages suffered/ sustained by iNDEXTb on account of any omission or negligence on the part of the Consultant

### **3. General Terms and Conditions**

#### **1. One Proposal per Bidder**

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.

#### **2. Cost of Proposal**

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and iNDEXTb will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

#### **3. Amendment of Tender Documents**

At any time prior to the deadline for submission of Proposal, iNDEXTb may amend the Tender document by issuing suitable Addendum.

Any addendum/corrigendum thus issued shall be part of the Tender document and shall be uploaded only on iNDEXTb website [www.iNDEXTb.com](http://www.iNDEXTb.com). No claim will be entertained or accepted regarding non-receipt of addendum/corrigendum.

To give bidders reasonable time in which to take an Addendum into account in preparing their Proposals, iNDEXTb shall extend if necessary, the deadline for submission of Proposals.

#### **4. Limits on Promotion**

The bidder will not make any reference to iNDEXTb or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of iNDEXTb. The bidder shall not perform any kind of promotion, publicity or advertising etc. at iNDEXTb field offices through any kinds of hoardings, banners or the like without the express prior written consent of the same.

#### **5. Use & Release of Bidder Submissions**

iNDEXTb is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of iNDEXTb and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

## **6. Late Proposals**

Any Proposal received by the Tender issuing authority after the deadline for submission of Proposals prescribed in Tender will be summarily rejected and returned unopened to the bidder.

## **7. Modification and Withdrawal of Bids**

The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by iNDEXTb prior to the deadline prescribed for submission of Bids.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy not later than the deadline for submission of Bids. No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form.

## **8. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

## **9. Correction of Errors**

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of iNDEXTb, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- c. The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

## **10. Contacting Department**

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the Tender issuing authority at the address specified in this Tender Document.

## **11. Disqualification**

The bid is liable to be disqualified if:

- a. Not submitted in accordance with this Tender.
- b. During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of iNDEXTb to change the bid quote.
- c. The bidder puts his own conditions with the bid.
- d. Bid received in incomplete form or not accompanied by EMD.
- e. Bid received after due date and time.
- f. Bid not accompanied by all requisite documents.
- g. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- h. Bidder fails to enter into a contract within 15 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

## **12. Performance Bank Guarantee**

The successful bidder shall at his own expense submit, within 15 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank payable on demand, for the due performance and fulfillment of the contract by the bidder. The Performance Guarantee shall be denominated in the currency of the Contract and shall be by Bank Guarantee.

This Performance Bank Guarantee will be for an amount equivalent to 10% of the total Bid Price. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The Performance Bank Guarantee shall be valid till the end of six months after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of six months after the date of end of Contract, the Performance Bank Guarantee will lapse automatically.



The Performance Bank Guarantee may be discharged/returned by iNDEXTb upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the bidder being unable to service the contract for whatever reason, iNDEXTb would invoke the Performance Bank Guarantee.

iNDEXTb shall also be entitled to make recoveries from the Bidder bills, Performance Bank Guarantee or any other payment due, in case of any error/omission on bidder's part. The format of the Performance Bank Guarantee has been attached.

### **13. Liquidated Damages**

In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty as per the terms and conditions of Service Level Agreements (SLAs) to be agreed between the Bidder and iNDEXTb.

iNDEXTb is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due.

### **14. Termination of Contract**

#### Termination for default

iNDEXTb, without prejudice to any other remedy for breach of Contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part (with 30-days' notice Period):

- If the selected Bidder/ fails to deliver any or all Contracted services as per service standards specified in the Contract, or
- If the selected Bidder/fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- If the Bidder/selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event iNDEXTb terminates the Contract in whole or in part, iNDEXTb may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to iNDEXTb for any excess costs for such similar services. However, the Bidder may continue performance of the Contract to the extent not terminated. iNDEXTb would not be liable to pay any damages to the selected Bidder in cases comprising Termination for default.

### Termination for insolvency

iNDEXTb may at any time terminate the Contract by giving written notice to the selected Bidder/if the selected Bidder/ becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to iNDEXTb.

### Termination for Convenience

iNDEXTb, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In case of termination for convenience, iNDEXTb would pay to the bidder cost of services provided till the date of the termination. The Performance Bank Guarantee in such a case would be refunded to the bidder.

## **15. Force Majeure**

The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of iNDEXTb in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of iNDEXTb in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **16. Exit Management**

### Purpose

This clause sets out the provisions which will apply on expiry or termination of the contract.

In the case of termination of contract due to illegality, iNDEXTb will decide at that time whether, and if so during what period, the provisions of this clause shall apply.

The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the Bidder, carry out their respective obligations set out in this Exit Management Clause.

#### Cooperation and Provision of Information

During the exit management period:

- The Bidder will allow iNDEXTb or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by iNDEXTb or its nominated agencies, the Bidder shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. iNDEXTb or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Bidder shall permit iNDEXTb or its nominated agencies and/or any Replacement Bidder to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

#### Confidential Information, Security and Data

The Bidder will promptly on the commencement of the exit management period supply to iNDEXTb or its nominated agencies the following:

- Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
- Documentation relating to Intellectual Property Rights; and
- Govt. of Gujarat/iNDEXTb data and confidential information; and
- All current and updated departmental data as is reasonably required for purposes of iNDEXTb or its nominated agencies transitioning the services to its Replacement Bidder in a readily available format; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable iNDEXTb or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the Govt. of Gujarat/iNDEXTb or its nominated agencies, or its Replacement Operator (as the case may be).

- Before the expiry of the exit management period, the Bidder shall deliver to iNDEXTb or its nominated agencies all new or up-dated materials from the categories set out in points above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the contract, iNDEXTb or its nominated agencies shall deliver to the Bidder all forms of Bidder confidential information which is in the possession or control of iNDEXTb or its nominated agencies or its users.

### **17. Resource Requirement**

The successful bidder has to provide at least 1 resources as per the requirement mentioned:

Consultant (1 Nos.) With qualification: 4+ years of total work experience

Experience in monitoring of IT/e-Governance projects

Experience in programs involving extensive communication and coordination with stakeholders Experience in IT Audit / Assurance / Compliance

Experience in Project Planning and Implementation, evaluation and assessment of Project plans including ability to anticipate and address the project risks

### **18. Transfer of certain agreements**

On request by iNDEXTb or its nominated agencies, the Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as iNDEXTb may require in favor of Govt. of Gujarat/ iNDEXTb or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between Bidder and third party lessors, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

### **19. Right of Access to Premises**

At any time during the exit management period, where Assets are located at the Bidder's premises in relations to this project, the Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Govt. of Gujarat/iNDEXTb or its nominated agencies, and/or any Replacement Vendor in order to inventory the assets or Assets.

The Bidder shall also give iNDEXTb or its nominated agencies, or any Replacement Vendor right of reasonable access to the Bidder's premises

and shall procure iNDEXTb or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to iNDEXTb or its nominated agencies, or a Replacement Vendor.

## **20. General Obligations of the Bidder**

The Bidder shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to iNDEXTb or its nominated agencies or its replacement Vendor and which the Bidder has in its possession or control at any time during the exit management period.

For the purposes of this Clause, anything in the possession or control of any Bidder or associated entity is deemed to be in the possession or control of the Bidder.

The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

## **21. Exit Management Plan**

The Bidder shall provide to iNDEXTb or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.

A detailed programme of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and Plans for communication with such of the Bidder's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on department's operations as a result of undertaking the transfer; and

Plans for provision of contingent support to iNDEXTb or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.

The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

Each Exit Management Plan shall be presented by the Bidder to and approved by iNDEXTb or its nominated agencies.

In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.

During the exit management period, the Bidder shall use its best efforts to deliver the services.

- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- This Exit Management plan shall be furnished in writing to iNDEXTb or its nominated agencies within 90 days from the Effective Date of the start of work.

## **22. Confidentiality**

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of iNDEXTb. Both Party agrees to hold and preserve in confidence for a period commencing with the date hereof and ending one years from the date of final completion of supply/services/work except as may be necessary to obligations for supplies or for perform the services hereunder, any information supplied to it by the other Party and designated in writing as confidential or which by its nature can be inferred to be confidential.

## **23. Responsibility for safe custody and integrity of data**

The Bidder shall not, without prior written consent from iNDEXTb, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of iNDEXTb in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Bidder shall not, without prior written consent of iNDEXTb, make use of any document or information made available for the project, except for purposes of performing the Contract.

All project related documents issued by iNDEXTb, other than the Contract itself, shall remain the property of iNDEXTb and shall be returned (in all copies) to iNDEXTb on completion of the Bidder's performance under the Contract if so required by iNDEXTb.

## **24. Contract Amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **25. Resolution of disputes**

iNDEXTb and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, iNDEXTb and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. In case of non agreement on the third party arbitrator, Principal Secretary/Secretary, Department of Information Technology, GoG would be the sole arbitrator. All Arbitration proceedings shall be held at Gandhinagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Court in Gandhinagar.

## **26. Insurance Requirement**

Bidder shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to iNDEXTb prior to the start of operations. Bidder shall take and keep effective all the insurances during the period of the Contract.

## **27. Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

## **28. Interpretation of Clauses**

In case of any ambiguity in the interpretation of any of the clauses in the bid document, Managing Director, iNDEXTb's interpretation of the clauses shall be final and binding on all parties.

## **29. Third Party Claims**

The Bidder shall indemnify iNDEXTb against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

Any infringement that are beyond TPA control will not be the part of TPA liability.

## **30. Payment Terms**

The payment to the selected TPA shall be made on quarterly basis for Item No. 1 of the Financial Bid. The payment for Item No. 2 shall be

released after completion of each Security Audit. The payment for Exit Process Support shall be released after completion of the Exit Process.

### **31. Penalty**

The time schedule for the entire project and for the major activities will be agreed upon for the project between the state and the TPA. In case of any delay solely on account of TPA's fault, a penalty of 10% (of Quarterly payment) will be imposed for delay of every four (04) weeks' or part thereof from the scheduled target date. Beyond a delay of thirty six (36) weeks, State reserve the right to either terminate the Contract or ask the TPA to complete audit and performance monitoring of the Project without any extra fee.

- In the event of iNDEXTb deciding to continue the Project, the penalty so computed based on the number of weeks' of actual delay will be deducted from the balance fee payable to the TPA.
- In case of delays in the project not attributable to the TPA, State may take final decision on the additional costs for the time overrun on a monthly basis (computation will be as per the quarterly payment). In case of inordinate delays beyond 12 months from the date of issue of the work order, not attributable to the TPA, the TPA would be permitted to hand over the due project deliverables at that point of time to iNDEXTb and withdraw from the project after receiving the fees based on completed milestones. Further, in case of inordinate delay beyond 9 months of the allotted time schedule of the Independent Audit, if State feels that the TPA may not be able to complete the project, then State may terminate the TPA from the respective independent audit and performance monitoring project.
- State shall have a right to prematurely close this Project without assigning any reason. In case of premature closure of the project by iNDEXTb, it shall reimburse to the TPA the fee based on the milestone percentages as per the Work Order and or milestone for which only part of the work has been completed by the TPA at the time of foreclosure, fee based on the proportion of the effort completed by the TPA, shall be paid.



## 4. Annexure - 1

### 1. Financial Bid

Sr. No.	Description	Unit	Rate	Quantity	Amount
1	Charges for carrying out Inventory Audit, SLA Monitoring Audit and Usage Audit and preparation of exit management plan as per specifications and periodicity given in this Tender Document.	Per year		4 years	
2	Charges for Security Audit as per specifications and periodicity given in this Tender Documents.	Per year		4 audits	
3	Exit process support during transition period from the current BOOT Operator to new BOOT Operator TOTAL.	One Job		One time	

#### **Note**

1. The total amount shall be considered for the evaluation of Bids. However, the payment shall be released as per actual work executed. Item No. 3 is optional; however, the rate quoted against the item shall be used for evaluation of Bids.
2. The amount quoted should be inclusive of costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.
3. The rates quoted should be inclusive of all Taxes and Duties. However, at the time of billing, applicable taxes shall be indicated separately in the Bill.

Signature of the  
Tenderer

With stamp and date

## 5. Annexure: Performance Bank Guarantee Format

*(On Stamp Paper as per legal requirements)*

This Deed of Guarantee is made on this \_\_\_\_day of \_\_\_\_\_, 2018 at. \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank), constituted under \_\_\_\_\_ and having its Head Office/Registered Office at \_\_\_\_\_ and inter-alia a Branch Office at \_\_\_\_\_ (hereinafter referred to as the Bank. or .the Guarantor, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor of iNDEXTb, hereinafter referred to as iNDEXTb

WHEREAS

A. [\_\_\_\_], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [\_\_\_\_] (herein after referred to as the said Third Party Auditor (TPA). Which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the Work Order on the terms and conditions stated in the Tender No. CC/18-001/Oct. 2018. As per the terms of the Tender, the said TPA has to provide a Performance Guarantee. Accordingly, the said TPA requested the Bank to issue a Performance Guarantee in accordance with the terms and conditions of the Tender.

1. We, [\_\_\_\_] (name of the, Bank) do hereby guarantee and undertake to indemnify and pay and keep indemnified iNDEXTb in terms of the Tender and subsequent Agreement to the extent of this Bank Guarantee value of Rs. \_\_\_\_\_ (\_\_\_\_ rupees only).
2. We, [\_\_\_\_] (name of the Bank) further agree that if a demand is made by iNDEXTb for honoring the Performance Bank Guarantee we, [\_\_\_\_] (name of the Bank) having no right of decline to encash the same for any reason whatsoever. The fact that there is a dispute between iNDEXTb and the TPA shall be no ground for us (name of the Bank) to decline to honour the Performance Bank Guarantee.
3. We, [\_\_\_\_] (name of the Bank) further agree that a mere demand by iNDEXTb shall be sufficient for us [\_\_\_\_] (name of the Bank) to pay the amount covered by the Performance Bank Guarantee without reference to the TPA and any protest by the TPA cannot be valid for us [\_\_\_\_] (name of the Bank) to decline payment to iNDEXTb.
4. We, [\_\_\_\_] (name of the Bank) further agree that iNDEXTb shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of

the Contract Agreement or to extend time of performance by the TPA from time to time or to postpone for any time or from time to time, any of the powers exercisable by iNDEXTb against the TPA and to forbear or enforce any of the terms and conditions relating to the Contract Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the TPA or for any forbearance, act or omission on the part of iNDEXTb or any indulgence by iNDEXTb to the TPA or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us [\_\_\_\_\_] (name of the Bank).

5. The Performance Bank Guarantee shall be valid upto \_\_\_\_\_

6. We [\_\_\_\_\_] (name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of iNDEXTb in writing.

Dated the [\_\_\_\_\_] Day of [\_\_\_\_\_]

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

For [Name of the Bank]

(Seal of the Bank)

## 6. Letter for Submission of Tender Document

Date : \_\_\_ / \_\_\_ / \_\_\_\_ .

General Manager (IT)  
Computer Centre  
(A division of iNDEXTb)  
Block No. 15, 1<sup>st</sup> Floor, Udyog Bhavan  
Sector-11, Gandhinagar,  
Gujarat – 382011.

**Subject : Appointment of Third Party Auditor (TPA) for Investor Facilitation Portal (IFP) for Govt. of Gujarat.**

Sir,

Having examined the tender document for Appointment of Third Party Auditor (TPA) for IFP Portal as detailed in your tender, Conditions and Scope of Work etc., and having understood the provision & requirement relating to the preparation and all other factors governing the tender , We hereby submit our offer to carry out the work for Third Party Audit for IFP Portal in accordance with the terms & conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & Commercial bid.

If after the tender document is accepted, we fail to complete the work as per the order, we agree that, iNDEXTb, Gandhinagar shall have full authority to forfeit the Earnest Money Deposit (EMD) and cancel our order with no obligation on their part.

We further confirm that,

1. We have successfully executed orders of similar nature and have sufficient experience & financial strength in handling orders of this value.
2. We have sufficient qualified manpower & necessary materials to execute the order efficiently in the specified time schedule. The quoted rates shall be valid till the completion of the order.
3. We further confirm that all chapters of the tender have been read & understood & signed & there is no deviation/discrepancy.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us and iNDEXTb.

We confirm that we have not been blacklisted by any Government/  
Government organization in India.

The information given along with the Bid is true and we understand that  
if the information provided by us is found to be wrong at any point of  
time during the Bid Process or Contract period our Bid/Contract may be  
cancelled and the Bid Security/Performance Guarantee may be forfeited.

Signature of the  
Tenderer

With stamp and date