



## Request for Proposal [RFP]

For selection of ***'Third Party Auditor'***

For

“Punjab State Wide Area Network

&

Integrated Financial Management System

(IFMS) /

Integrated Workflow Document Management System

(IWDMS)”

Reference number:

PSeGS/TPA-PAWAN/2015/01

Punjab State E-Governance Society (PSeGS)  
Government of Punjab  
SCO 162-164, Sector 34-A, Chandigarh-160022

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## 1. DOCUMENT CONTROL SHEET

S.No.	Particular	Details
1.	Document Reference Number	PSeGS/TPA-PAWAN/2015/01
2.	Start date of issue of RFP	24-12-2015 (Thursday)
3.	Last date & Time of issue of RFP	21/01/2016 (Thursday)
4.	Last Date for submission of written Queries for clarifications	04/01/2016 (Monday)
5.	Date & Time of Pre-Bid Meeting	05-01-2016 (Tuesday)at 2:30 PM
6.	Release of Response to Pre-bid Queries	To be intimated later
7.	Last date and time for receipt of proposals	22-01-2016 (Friday) at 2:00 PM
8.	Date and time of opening of Pre-Qualification Bid	22/01/2016 (Friday) at 3:00 PM
9.	Date and time of opening of Technical Proposals	"To be intimated later"
10.	Date of Presentation and Opening of Commercial bids	"To be intimated later"
11.	Address for pre-bid meeting & Opening of Proposals	Punjab State e-Governance Society O/o Department of Governance Reforms, SCO 162-164, Sector-34A, Chandigarh-160022
12.	Cost of RFP document through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> only	INR 10,000/-
13.	Earnest Money Deposit (EMD) through online mode of <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> only	INR 5,00,000
14.	All requisite demand drafts/PBG payable at Chandigarh in favour of  Member Secretary, Punjab State e-Governance Society (PSeGS)  SCO 162-164, Sector 34-A, 160022	10% of the contract value.
15.	Office Address (For RFP issuance, proposal submission and other	Punjab State e-Governance Society

	relevant purposes)	O/o Department of Governance Reforms SCO 162-164, Sector- 34A, Chandigarh-160022
16.	Single Point of Contact from the Society regarding RFP	Mr. Parveen Garg, Senior System Manager Mobile : +91 98150 03210 Email: <a href="mailto:tpapawan@gmail.com">tpapawan@gmail.com</a>
17.	Website	<a href="http://www.dgrpunjab.gov.in">www.dgrpunjab.gov.in</a>

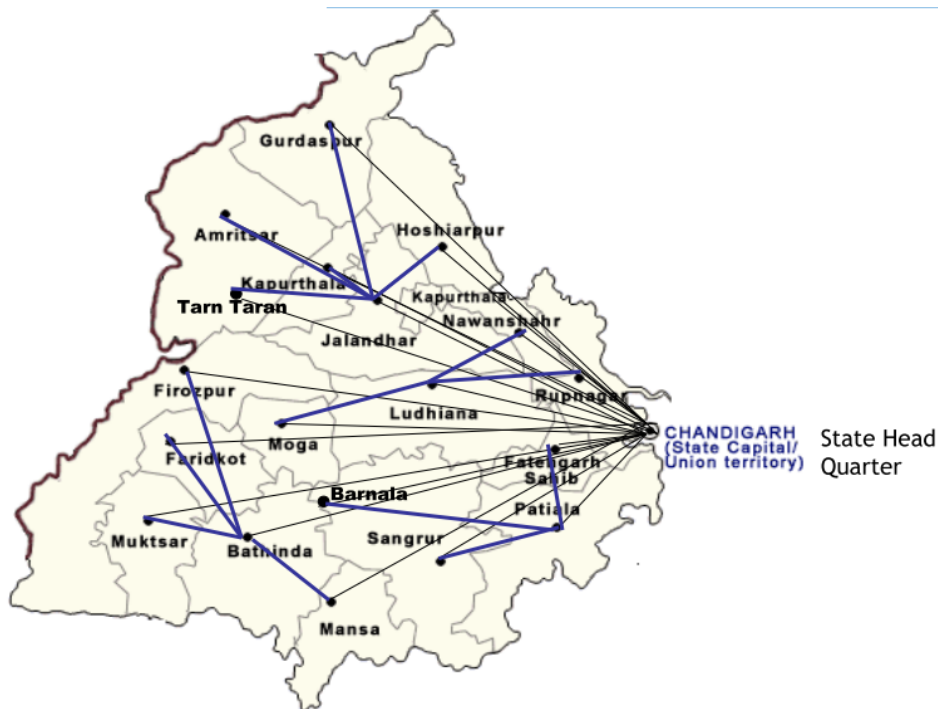
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## 2. Invitation for Proposal (IFP)

### 2.2 Background

2.2.1 **Project 1: Punjab State Wide Area Network (PAWAN):** The Punjab State Wide Area Network (PAWAN) has been established in the year 2010 at the state level primarily to connect various departments and enable effective and efficient transmission of information within the state and at the national level, so that the financial and social benefits that could be derived via Information Technology could be availed optimally.

2.2.2 PAWAN – Geographical representation



2.2.3 PAWAN is a converged network for data, voice and video communications throughout the State of Punjab with the following salient features:

- a. Dedicated state owned Network infrastructure to connect Government offices at State, District & block levels.
- b. Designed to cater to the Governance information and communication requirements of whole State of Punjab.

- c. Aims to create a dedicated Closed User Group (CUG) network among State's Civil Secretariat, Departments, Corporations, Boards, District offices and Block offices.
  - d. Dedicated e-mail service of Punjab which is now being used by more than 7000 state government officials.
- 2.2.4 PAWAN acts as a vehicle for effective implementation of electronic governance (e-governance) across the state. PAWAN network helps the departments of government of Punjab to use common infrastructure for integration of their offices. This ensures improved administration by the government departments and reduction of cost.
- 2.2.5 The primary goal of this RFP is the selection of Third Party Auditor for the operations and management of Punjab State wide Area Network for a period of five years. The goals of this RFP are further elaborated below:
- a. To monitor the Service Level Agreement (SLA) as per terms and conditions of the RFP and/or contract of the Punjab State Wide Area Network (PAWAN) for the duration of the six years.
  - b. To verify invoices/bills of the PAWAN Operator.
- To conduct security and compliance audit of the Punjab State Wide Area Network (PAWAN).
- c. To perform user satisfaction survey among the users of the PAWAN services.
  - d. To ensure preparedness of state for business continuity, disaster recovery.
  - e. To assist in the exit management process.
- 2.2.6 **Project 2: Integrated Financial Management System (IFMS and Integrated Workflow Document Management System (IWDMS):** The Government of Punjab has decided upon various projects to facilitate the delivery of services to the citizens and improve administrative efficiency towards an accountable and responsive government. Integrated Workflow Document Management System (IWDMS) and Integrated Financial Management System (IFMS) are such two important projects under implementation.
- a. Integrated Financial Management System (IFMS) :** The primary objectives of the Integrated Financial Management System (IFMS) are as follows:
- I. Total transparency and high responsiveness in public financial management
  - II. Expanding public/private participation in all aspects of governance-policy design, development priorities, planning and implementation

- III. Extending outreach of public spending in service delivery for deserving beneficiaries and vulnerable groups
- IV. Networking of all stakeholders of proposed system for sharing financial and performance information and facilitating convergence of service delivery
- V. Comprehensive information systems and database to assist decision support in development ventures and day-to-day management / administration of public spending.
- VI. Better management of public finances through clear accountability patterns
- VII. Enhancing returns and value of benefits to people from development schemes by eliminating misuse/misappropriation of public funds.

**b. Integrated Workflow and Document Management System (IWDMS):** IWDMS (Integrated Workflow Document Management System) aims to replace existing manual systems of paper based working in the Punjab Civil Secretariat departments. The envisaged IWDMS application would facilitate Punjab Civil Secretariat departments in functioning anytime and from anywhere. The implementation of the Integrated Workflow Document Management System (IWDMS) at Punjab Civil Secretariat is to help the state in achieving the following objectives:

- I. To ensure effective, efficient & transparent administration
- II. To set up an automated office management System
- III. To enhance productivity
- IV. To enable prioritization of work
- V. Use IT as an enabler to help in daily work
- VI. Efficient monitoring and control
- VII. Effective internal information exchange
- VIII. Building a knowledge base of information

## **2.3 Invitation**

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- 2.3.1 Through this Request for Proposal (RFP), it is intended to invite Proposals for selecting a Third party Auditor (TPA) for Performance Monitoring, SLA monitoring, Security and compliance audits, Invoices/bills verification, exit management of Punjab State Wide Area Network (Vertical and Horizontal) and IWDMS/IFMS project for a period of six years.
- 2.3.2 Only the bidder, in whose name this RFP document has been purchased, shall submit the Proposal.



- 2.3.3 PSeGS may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of the PSeGS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3. Instructions to Bidders (ITB)**

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#### **3.2 Definitions**

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- 3.2.1 Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:
- a. "Society" means Punjab State e-Governance Society
  - b. "Bidder" means firm/ company/ business entity who submits proposal in response to this Request for Proposal document.
  - c. "Committee" means committee constituted for evaluation of Proposals.
  - d. "TPA" means the firm/ company/ business entity, selected through competitive tendering in pursuance of this RFP, for providing the services under the contract.
  - e. "Contract" means the Contract entered into by the parties for providing services along with the entire documentation specified in the RFP.
  - f. "Department" means the Department of Governance Reforms.
  - g. "State" means State of Punjab
  - h. "GCC" mean General Contract Conditions.
  - i. "IFP" means Invitation for Proposals.
  - j. "ITB" means Instructions to Bidders.
  - k. "Personnel" means professional and support staff provided by the TPA to perform services to execute an assignment and any part thereof.
  - l. "Proposals" means proposal submitted by bidders in response to the RFP issued by the Society for selection of TPA.
  - m. "Services" means the work to be performed by the Third Party Auditor pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Society.
  - n. "SOW" means Scope of Work for the Third Party Auditor.
  - o. "INR" means currency in Indian Rupees

#### **3.3 General**

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- 3.3.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required to maintain and manage network.

- 3.3.2 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Society on the basis of this RFP
- 3.3.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Society. Any notification of preferred bidder status by the Society shall not give rise to any enforceable rights by the Bidder. The Society may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Society.
- 3.3.4 This RFP supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this RFP, and Bidders should place no reliance on such communications.

### **3.4 Validity of Proposals**

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- 3.4.1 All proposals shall be valid for a period of 180 Days from the date of submission of the proposals. A proposal valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, at the sole discretion of the PSeGS, the PSeGS may solicit the bidder's consent for an extension of the validity period of bid as well as EMD. Such request and responses shall be made in writing.

### **3.5 Modification, Substitution & Withdrawal of Bids**

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- 3.5.1 Bids once submitted, cannot be withdrawn in the interval between the deadline for its submission and the expiration of the validity period as specified. Once the Bids are submitted, no modifications and/or substitutions will be allowed in them.

### **3.6 PSeGS Right to terminate RFP/Bidding Process**

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- 3.6.1 The PSeGS reserves the right to accept or reject any proposal, and to annul this RFP/bidding process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PSEGS action. The PSeGS makes no commitment, expressed or implied that this process will result in a business transaction with anyone.

- 3.6.2 This RFP does not constitute an offer by the PSeGS. The bidder's participation in this process may result in PSeGS selecting the bidder to engage in further discussions toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by the PSeGS to execute a contract.

### **3.7 RFP Document Fees**

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- 3.7.1 The bidder may download the RFP document from the website & pay the document fee online @ INR 10000/- per document.
- 3.7.2 Proposals received without or with inadequate RFP Document fees shall be rejected.

### **3.8 Pre Bid Meeting & Clarifications**

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- 3.8.1 All those who have obtained bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- 3.8.2 The bidders designated representatives (Maximum 3) are invited to attend the Pre-Bid meeting at their own cost.
- 3.8.3 The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to:  
Member Secretary, PSeGS  
Department of Governance Reforms,  
SCO 162-164, Sector 34-A, Chandigarh  
Email id: tpapawan@gmail.com
- 3.8.4 The queries should necessarily be submitted in format as per Form-1.
- 3.8.5 PSeGS shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the PSeGS.
- 3.8.6 Non-attending the pre-bid meeting will not be a cause for disqualification of a bidder.

### **3.9 Responses to Pre-Bid queries and issuance of corrigendum**

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- 3.9.1 The PSeGS will endeavour to provide timely response to all queries. However, PSeGS makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does PSeGS undertake to answer all the queries that have been posed by the bidders.
- 3.9.2 At any time prior to the last date for receipt of bids, PSeGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document through corrigendum.

- 3.9.3 The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on the website. No Separate communication shall be sent to any prospective bidder.
- 3.9.4 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 3.9.5 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Society may, at its discretion, extend the last date for the receipt of Proposals.

### **3.10 Clarifications and amendments of RFP**

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- 3.10.1 PSeGS may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website and the bidders may be asked to amend their proposal due to such amendments. No separate emails or any communication shall be sent to any prospective bidders. Bidders are advised to keep on visiting the official website for any changes.

### **3.11 Language of Proposal**

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- 3.11.1 The proposal and all correspondence and documents shall be in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern. All proposals and accompanying documents received within the stipulated time will become the property of the PSEGS and will not be returned.

### **3.12 Earnest Money Deposit (EMD)**

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- 3.12.1 The bidder shall submit, along with their bids, an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/- (Rupees five Lacs Only).
- 3.12.2 The EMD, will be submitted online on the [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in). EMD in any other form shall not be entertained.
- 3.12.3 Bid without adequate EMD will be liable for rejection without providing any opportunity to the bidder concerned.
- 3.12.4 The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee and signing of the contract.
- 3.12.5 EMD would be refunded to all unsuccessful bidders within 10 days of award of the Project.

- 3.12.6 The EMD amount will be interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 3.12.7 The EMD may be forfeited:
- 3.12.8 If a bidder withdraws its bid during the period of bid validity.
- 3.12.9 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### **3.13 Proposal Preparation Cost**

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- 3.13.1 The Bidder must comply with the following instructions during preparation of Proposals:
- a. The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the PSeGS and in negotiating a definitive contract or all such activities related to the bid process.
  - b. PSeGS will in no case be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.

### **3.14 Documents comprising the Bid**

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- 3.14.1 The Bid submitted by the Bidder shall comprise of:
- c. Pre-Qualification Proposal
  - d. Technical Proposal
  - e. Commercial Proposal

### **3.15 Submission of Bids/Proposals**

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- 3.15.1 For participation in this tender, prospective bidders are required to register themselves at the e-tendering portal. The intending bidder will require valid Class-III digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website).
- 3.15.2 For detailed information on the e-tendering website and the procedures to be followed for downloading documents, modes of payment etc., please refer to the website [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in)
- 3.15.3 Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- 3.15.4 Documents must be scanned and uploaded through e-tendering website within the period of tender submission.

- 3.15.5 Payments for document fee and processing fee are to be made online through the e-payment gateway of the portal prior to submission of bids as per details given in the bid data sheet.
- 3.15.6 Bidders are expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish necessary information as required in the RFP or submission of a bid not substantially responsive, to all the requirements of the RFP may lead to rejection of bids.
- 3.15.7 Bids and associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings must be initialled by the authorized person signing the Bid.
- 3.15.8 Bidders shall submit their bid through e-Tendering website on or before the last date and time for submission of bids as per bid data sheet. It is advised that bidders may submit their bid well in advance of the stipulated time so as to avoid last minute hiccups.
- 3.15.9 The Documents that are uploaded online on e-Tender portal will only be considered for Bid Evaluation unless Bid Evaluation Committee asked for revised document in case of any clarification sought during bid evaluation.
- 3.15.10 Bids received by email, facsimile, post or by hand shall be treated as defective, invalid and rejected. Only detailed complete Bids submitted through the portal shall be taken as valid.
- 3.15.11 Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 3.15.12 Each page of all parts should be serially numbered, in conformity with the eligibility qualifications and should be clearly indicated using an index page
- 3.15.13 The letter of authorization shall accompany the Bid and should be supported with written power of attorney
- 3.15.14 If any document is not submitted by the bidder at the time of submission of bid in support of Bidder's Eligibility Criteria, the evaluation of bids will be based on available documents in the bid and non-submission of documents will be treated as non-availability of documents. PSeGS, however, reserves its right to requisition any document at its discretion
- 3.15.15 No bidder is allowed to modify, substitute, or withdraw their bid after its submission on the portal.
- 3.15.16 The bidders are required to upload the requisite formats online.

### **3.16 Deadline for Submission of Bids**

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- 3.16.1 The last date & time for submission of Bids shall remain the same as that mentioned in this Volume of the RFP (unless otherwise revised by the PSeGS and made known to all participating Bidders through website).

3.16.2 All Bids received after the last date & time of submission shall be summarily rejected.

3.16.3 The PSeGS shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

3.16.4 The PSeGS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **3.17 Disqualifications**

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3.17.1 PSeGS may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal (directly/in-directly);
- f. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment/variation provision.
- h. Not submitted in as specified in the RFP document
- i. Not submitted the Letter of Authorization (Power of Attorney)
- j. Suppressed any details related to bid.
- k. Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- l. Not submitted documents as requested in the checklist
- m. Submitted bid with lesser validity period
- n. Any non-adherence/non-compliance to applicable RFP content

### **3.18 Deviations**

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3.18.1 No deviations/assumptions/recommendations shall be allowed with bid. Bidders must ensure that pre-bid conference is attended by their concerned senior people so that all the doubts, clarification(s) & ambiguities regarding bid document & project are resolved well before bid submission.

3.18.2 Any conditional bid shall be rejected.

### **3.19 Bid Opening**

3.19.1 Opening of the Bids will take place in the two stages as below:

Stage 1: Pre-Qualification & Technical Proposal

Stage 2: Commercial Proposal

3.19.2 PSeGS will intimate date of opening of various stages of RFP through website.

### **3.20 Formats & Contents of Bids**

3.20.1 Pre-qualification Proposal: The Pre-Qualification Proposal must amply demonstrate that the Bidder fully meets all pre-qualification criteria set out in this Volume of the RFP. Accordingly, the Pre-Qualification Proposals must provide the following:

- a. A Covering Letter from the Bidder: Form-2
- b. Copy of Power of attorney/Board resolution in name of authorized signatory.
- c. General Information of the Bidder: Form-2B along with supporting documents including Form-2C.
- d. Relevant past Experience: Form-2D.
- e. Undertakings
- f. Blacklisting (Self Declaration)
- g. Breach (Self Declaration)
- h. Pre-Qualification checklist: Form-2E

3.20.2 Pre-qualification Criteria : The pre-qualification bids envelopes of the bidders will be opened. The bidders will be assessed as per the pre-qualification criteria defined in the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing. A pre-qualification criterion is as below:

<b>Sr. No.</b>	<b>Parameter</b>	<b>Pre-qualification Criteria</b>	<b>Documents Required</b>
1.	Legal Entity	<ol style="list-style-type: none"><li>a. Bidder should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008</li><li>b. Registered with the Service Tax Authorities</li><li>c. Should have been operating for the last three years as of 31<sup>st</sup> March 2015</li></ol>	<ol style="list-style-type: none"><li>a. Certificate of Incorporation</li><li>b. Valid Service Tax Registration Certificate</li><li>c. Authentic certificate from the practising fellow member of Institute of Chartered Accountant</li></ol>



			of India (FCA).
2.	Turnover	Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to Consulting/IT auditing business during the last three (3) financial years as of 31 <sup>st</sup> March 2015 as per the last published balance sheets.	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).
3.	Net Worth	The Net Worth of the Bidder must be positive as per the last three financial year's audited Balance Sheet as of 31 <sup>st</sup> March 2015.	Certificate from practicing Fellow Member of Institute of Chartered Accountants of India for Net worth
4.	Experience	<p>The Bidder should have:</p> <ul style="list-style-type: none"> <li>a. Successfully completed minimum three (03) IT Security audit assignments in last three years with total audit fees value not less than Rs. 2 Crores. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered. Projects which are under progress shall also be considered, however one project shall be completed.</li> <li>b. Successfully completed minimum Three (03) projects as Third party auditor with project duration of three years or more with total project value not less than Rs. 4 Crores. Projects which are under progress shall also be considered, however one project shall be completed.</li> </ul>	For details of Experience of responding firm/ Project Citation supported with Work order and Proof of Project completion certificates from client
5.	Manpower Strength	The Bidder must have a minimum 35 number of qualified staff in the domain of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT	Certificate from HR Department of the Bidder for number of technically qualified professionals employed by the bidder

		Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security, etc as on 31 <sup>st</sup> March, 2015 on its roll.	
6.	Blacklisting	<p>a. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.</p> <p>b. And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.</p>	Self-Certified letter

3.20.3 Technical Proposal Criteria : The complete project requirements have been elaborated in this RFP. In line with this, Technical proposal should comprehensively indicate each of the following (in the order given below):

- a. Format for Technical Proposal: Form-3
- b. Approach and Methodology of the Project including:
  - c. i. Strategy for Implementation of Project (Detailed Supporting document)
  - d. ii. Operational methodology (Detailed Supporting document)
  - e. iii. Security Audit methodology (Detailed Supporting document)
  - f. iv. Methodology of associated risks / problems and plans for mitigation (Detailed Supporting document)
- g. Technical-Qualification Checklist: Form-3D

3.20.4 Technical Evaluation Criteria: Technical Proposal will be evaluated and marks shall be awarded as per criteria mentioned below:

S. No	Criteria	Max Criteria
<b>A.</b>	Bidders Profile	30
<b>B.</b>	Relevant Past Experience	30
<b>C.</b>	Approach and methodology	20
<b>D.</b>	Adequacy and Quality of Resources proposed for Deployment	20
<b>Total Points</b>		100

3.20.5 Detailed Breakup of Technical Marks is as below:-

Sr. No	Criteria	Max Marks	Criteria	Marks
Bidder Profile (Total Marks = 30) :				
A	Average Annual Sales Turnover should be INR 50 Crores or more generated from services related to IT Audit services during the last three (3) financial years as of 31 <sup>st</sup> March 2015	20	More than INR 150 Crore	20
			From INR More than 100 Crore to 150 Crore	17
			From INR 50 Crore to 100 Crore	15
B	The Bidder must have minimum 35 Security Auditors (BE/B Tech/ MCA/ BSc) on its role as on 31 <sup>st</sup> Dec, 2015.	5	More than 50 Nos.	5
			40 to 50 Nos.	4
			35 to 40 Nos.	3
C	The Bidder must have minimum 10 Security Auditors with CISSP/CISA/CISM certifications on its role as on 31/03/2015.	5	More than 20 Nos	5
			15 to 20 Nos	4
			10 to 15 Nos	3
Relevant Past Experience (Total Marks = 30) :				
A	The Bidder must have experience of minimum 3 projects as Third party Auditor with total project value not less than Rs. 4 Crores, in last 3 years ending on 31/03/2015.	15	More than 6 projects	15
			4-6 projects	12
			3 projects	9
B	The Bidder must have experience of at least three (03) IT Security Audit assignments having a total value of INR 2 crore or more each in last 3 years ending on 31/03/2015.	15	More than 6 projects	15
			4-6 projects	12

Sr. No	Criteria	Max Marks	Criteria	Marks
			3 projects	9
<b>Note :</b> <ol style="list-style-type: none"> <li>For all the above, the Completion Certificate of the projects completed in the last 3 years (as on 31/12/2015) need to be provided (issued to the responding firm by the respective customers)</li> <li>The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation</li> </ol>				
<b>Adequacy and Quality of Resources proposed for Deployment (Total Marks = 20) :</b>				
A	<b>Senior Consultant</b>	<b>12</b>		
	Overall Experience in Project Management in IT Audit (Minimum Essential Requirement is 5 years)	4	More than 6 years	4
			More than 4 years upto 6 years	2
	Relevant IT Experience in IT Audit on e-Governance project Team Leader. (Minimum Essential Requirement is 3 years)	2	More than 5 years	2
			More than 2 years to 5 years	1
	Education Qualifications – 1 (For MBA/M. Tech or BE/ B.Tech /MCA (Minimum Essential Requirement)	2	BE/ B.Tech /MCA/ M.Tech with MBA	2
			BE/ B.Tech /MCA	1
	Relevant Certification	4	More than one Certification	4

Sr. No	Criteria	Max Marks	Criteria	Marks
	(either of CISSP/CISA/ISO lead Auditor for 27000)		Single Certification	2
			No Certification	0
	<b>Consultant</b>	<b>8</b>		
	Overall experience in IT Auditing, SLA monitoring, measurement. Preferable experience in handling NMS/EMS.  (Minimum Essential educational qualification BE/ B.Tech /MCA with minimum experience is 2 years in IT audit assignments)	6	More than 3 Years	6
B			More than 2 years and upto 3 years	4
	Any relevant certification	2	Any certification	2
<b>Approach and methodology (Total Marks = 20):</b>				
	<b>Solution Proposed</b>		<i>(Average of marks given by each member of Bid Evaluation Committee)</i>	20
A	<b>Proposed Solution</b>  Requirements addressed as mentioned in different parts of the RFP and the quality of the solution		Evaluation Committee will evaluate whether all the points/ requirements mentioned in the RFP are addressed well and award points accordingly, the important parameters being:-  – Methodology to monitor and measure SLA – <b>5 points</b> – Methodology to conduct security audit – <b>5 points</b> – Methodology to manage exit management – <b>3 points</b>	20

Sr. No	Criteria	Max Marks	Criteria	Marks
			- Value addition to the entire process – <b>7 points</b>	

#### 3.20.6 Commercial Proposal Evaluation

- a. The Bidders need to ensure that all types of cost are included in commercial bid.
- b. The unit rates provided by the bidder, if any in its commercial proposal shall be used for the purpose of payment as well as for price adjustment in case of any increase/decrease/deletion of line item due to change in scope of work during tenure of project.

### 3.21 Evaluation of Bids/ Proposals

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- 3.21.1 The PSeGS will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- 3.21.2 The Bid Evaluation Committee constituted by the PSeGS shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.
- 3.21.3 The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation.
- 3.21.4 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids.
- 3.21.5 The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 3.21.6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document.
- 3.21.7 PSeGS may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 3.21.8 The Bid Evaluation Committee may seek clarifications from the bidders at any stage of bid. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

### **3.22 Disqualifications**

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3.22.1 PSeGS may at its sole discretion and at any time during the evaluation of Proposals, disqualify any Bidder, if the Bidder has:

- a. Made any misleading or false representations in the forms, statements and attachments submitted in its bid;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- d. Failed to provide clarifications related thereto, when sought; e) Submitted more than one Proposal (directly/in-directly);
- e. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
- f. Submitted a proposal with price adjustment/variation provision;
- g. Not submitted in as specified in the RFP documents;
- h. Not submitted the Letter of Authorization (Power of Attorney);
- i. Suppressed any details related to bid;
- j. Submitted incomplete information, subjective, conditional offers and partial offers;
- k. Not submitted documents as requested in the checklists/RFP;
- l. Submitted bid with lesser validity period;
- m. Any non-adherence/non-compliance to applicable RFP content.

### **3.23 Evaluation of Pre-Qualification Bids**

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3.23.1 For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.

3.23.2 The PSeGS may ask the Bidder for additional information whenever the PSeGS feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.

3.23.3 Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

### **3.24 Evaluation of Technical Bids**

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3.24.1 Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.

- 3.24.2 The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.
- 3.24.3 Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
- 3.24.4 Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score out of a maximum of 100 points. Bidders who score 65% or more will qualify for the evaluation of their commercial bid.

### **3.25 Evaluation of Commercial Bids**

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- 3.25.1 For the purpose of evaluation of Commercial Proposal, the “Total Commercial Quote for Project” as provided in Commercial Proposal of this Volume of the RFP shall be taken into consideration.
- 3.25.2 The financial evaluation of the commercial proposal will be by determining whether the Commercial Proposals are complete and unconditional.
- 3.25.3 The cost indicated in the Commercial Proposal shall be deemed as final and reflecting the total cost of services (“Bid Price”).
- 3.25.4 Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- 3.25.5 No pre-tender or post-tender tender negotiation with any bidder including successful bidder shall be allowed.
- 3.25.6 Any conditionality included in the Commercial proposal will lead to disqualification of the entire bid and forfeiture of the EMD.
- 3.25.7 The Proposal with lowest ‘Total Commercial Quote for Project’ be declared as most responsive bidder (L1) and will be awarded a commercial score of 100.
- 3.25.8 Commercial Scores for other technically qualified bidders will be evaluated using the following formula-  $\text{Commercial Score of Bidder (CS)} = (\text{Commercial Bid of L1} / \text{Commercial Bid of the Bidder}) \times 100$  (rounded off to 2 decimal places)

### **3.26 Final Evaluation**

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- 3.26.1 Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS).
- 3.26.2 A composite score shall be calculated for technically qualified bids only. The weightage for the composite evaluation shall be awarded as below:-
  - a. Technical – 70%
  - b. Commercial – 30%
- 3.26.3 Bidder with the highest final Score (FS1) ( $\text{Final Score} = \text{TS} \times 0.70 + \text{CS} \times 0.30$ ) will be considered as successful bidder (rounded off to 2 decimal places).
- 3.26.4 In case of a tie in the final score, the bidder having highest technical score will be considered eligible for award of contract.



- 3.26.5 No pre-tender or post-tender negotiation with any bidder including successful bidder shall be allowed.

### **3.27 Errors & Rectification**

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- 3.27.1 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.
- 3.27.2 If there is a discrepancy between words and figures of the total price, the amount in words will prevail.
- 3.27.3 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

Note: Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-Qualification and/or Technical bids evaluation and within a day from the date of opening of commercial proposals on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.

### **3.28 Notification and Award of Work**

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- 3.28.1 After evaluation of the proposals, a contract will be awarded to the most responsive bidder(s) and has been determined as the L1 bid as per Final Evaluation (clause no 3.20.6), whose proposal conforms to the RFP and is, in the opinion of the PSeGS, the most advantageous and represents the best value to the project, price and other factors considered.
- 3.28.2 Prior to expiry of the validity period, the PSeGS will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the tendering process has not been completed within the stipulated period, the PSeGS, may ask the bidders to extend the validity period of the bid.
- 3.28.3 The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the PSeGS will notify each unsuccessful bidder and return their EMD.

### **3.29 Performance Bank Guarantee (PBG)**

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- 3.29.1 The successful bidder shall at its own expense deposit with the PSeGS, within 10 Working Days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) (as per the prescribed format provided in Form-5 of the RFP) from a Scheduled or Nationalized bank acceptable to

the PSeGS, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

- 3.29.2 The Service Operator will submit Performance Bank Guarantee (PBG) of INR 10% of the contract value valid for tenure of the contract + three (03) months from the date of signing of contract. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- 3.29.3 PBG shall remain valid for a period of ninety (90) days beyond the date of completion of all contractual obligations of the successful bidder.
- 3.29.4 In the event of the bidder being unable to service the agreement for whatever reason, the PSeGS would have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the PSeGS under the Agreement in the matter, the proceeds of the PBG shall be payable to the PSeGS as compensation for the bidder's failure to perform/comply with its obligations under the Agreement. The PSeGS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- 3.29.5 Before invoking the PBG, the bidder will be given an opportunity to represent before the PSeGS. The decision of the PSeGS on the representation given by the Supplier shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator to be appointed by the PSeGS with mutual consent.

### **3.30 Signing of Contract**

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- 3.30.1 Once the PSeGS notifies the successful Bidder that its proposal has been accepted, the PSeGS shall enter into a separate Agreement, incorporating all agreements (to be discussed and agreed upon separately) between the PSeGS and the successful bidder.
- 3.30.2 Failure of the successful bidder to agree with the Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and PSeGS reserve the right to take to call for new proposals from the interested bidders.

### **3.31 Fraud and Corruption**

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- 3.31.1 All the Bidders must observe the highest standards of ethics during the process of selection of project TPA and during the performance and execution of contract.
- 3.31.2 For this purpose, definitions of the terms are set forth as follows:
  - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Society or its personnel in contract executions.
  - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to

establish Proposal prices at artificially high or non-competitive levels and to deprive the Society of the benefits of free and open competition.

- c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

3.31.3 Society will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

3.31.4 Society will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

3.31.5 The Bidder will not engage or retain any TPA/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as corrupt practice.

### **3.32 Confidentiality**

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3.32.1 Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. During the execution of the project except with the prior written consent of Society, the TPA or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

3.32.2 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the bidder and/ or the Society to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

### **3.33 Conflict of Interest**

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3.33.1 The TPAs shall provide professional, objective, and impartial advice and at all times hold the Society's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

### **3.34 Governing Laws / Jurisdiction Arbitration**

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- 3.34.1 Any matter relating to appointing the Supplier or procedure for the appointment of the supplier shall be governed by the Laws of Union of India. Only Courts at Chandigarh, India (with exclusion of all other Courts) shall have jurisdiction to decide or adjudicate on any matter or dispute which may arise.

## **4. General Contract Conditions (GCC)**

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### **4.2 Application**

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- 4.2.1 These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of Society shall be final and binding.

### **4.3 Relationship between the Parties**

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- 4.3.1 Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between Society and the TPA. The TPA subject to this contract for selection has complete charge of its personnel in performing the services under the project from time to time. The TPA shall be fully responsible for the services performed by it or any of its personnel on behalf of the TPA hereunder.

### **4.4 Standards of Performance**

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- 4.4.1 The TPA shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The TPA shall always act in respect of any matter relating to this contract as faithful advisor to the Society. The TPA shall always support and safeguard the legitimate interests of the Society, in any dealings with the third party. The TPA shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The TPA shall conform to the standards laid down in the RFP in totality.

### **4.5 TPA Personnel**

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- 4.5.1 Bidders shall deploy Manpower as required and proposed in bid.
- 4.5.2 The TPA shall deploy and provide such qualified and experienced personnel as may be required to perform the services and maintain SLA under the project. It is desirable from the TPA to deploy the domain/ subject specialists, from time to time, who have adequate experience in the domain related with the project, if required.
- 4.5.3 Each member of the team must be a full time employee of the bidder.

- 4.5.4 The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement and a declaration for the same to be provided.
- 4.5.5 In addition to the minimum manpower & manpower profiles asked for, TPA may take any kind of specialized/ expert advice/resources, at his own cost, during the currency of the project to meet the project deliverable/ Timelines.

#### **4.6 Outsourcing**

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- 4.6.1 TPA shall not outsource any work related to the project or the part thereof to any other associated/franchisee/third party under any circumstances. If it so happens, then Society will impose penalty and may also lead to termination of contract along with forfeiture of PBG. The bidder shall take prior approval from PSeGS from any outsourcing work.

#### **4.7 Applicable Law**

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- 4.7.1 Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

#### **4.8 Intellectual Property Rights**

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- 4.8.1 No services covered under the Contract shall be sold or disposed by the TPA in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The TPA shall indemnify Society from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the TPA, Society shall be defended in the defence of such proceedings.

#### **4.9 Governing Language**

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- 4.9.1 The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

#### **4.10 Penalty**

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- 4.10.1 Project Execution Timelines

Sr. No.	Activity	Timeline	Responsibility	Penalty beyond timeline
1	Issue of Work Order to the	T0	Society	

	successful bidder			
2	Submission of PBG as Performance Security by the TPA and completion of contract signing formalities with Society	T0 + 2 Weeks	TPA	INR 50,00 per day
3	Placement of team in the State after fulfilment of due process of selection	T0 + 4 Weeks	TPA	I. INR 5,000 per day for Senior Consultant.  II. INR 2,000 per day per resource for other resources

4.10.2 Deliverable Timelines : TPA need to adhere the deliverable timelines as specified in contract / any related document failing which penalties shall be levied as below:

Sr. No.	Activity	Timeline	Responsibility	Penalty beyond timeline
1.	Delay in deliverables	as per Scope of work	TPA	i. INR 5000 per day upto 7 days  ii. 1% of the QGR delay more than 7 days upto 21 days  iii. 2% of the QGR for delay more than 21 days.

**Note:** If the delay in any of above deliverable is beyond 10 weeks then Society reserves the right to terminate the Contract and forfeit the PBG. Further, Society shall be free to get the work done from some other source at the risk and costs of the TPA. The TPA may be debarred for applying in future project consultancy assignments in the state.

4.10.3 Manpower deployment:

Sr.No.	Parameter	SLA	Penalty
1	Attendance  (i.e. absenteeism of resource without any replacement)	Attendance less than 80%	INR 20000/-
2	Substitution of resources from those whose CVs Provided during the technical evaluation	No substitution of those resources will be allowed whose CVs have been provided along with the technical bid for the period T0 + 180 days ( i.e. 180 days of commencement of Project).	A Penalty of INR 10,000 per substitution of resources of those who's CVs have been provided along with the technical bid will be applicable.
4	Replacement of resources	Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.	<b>(a) Senior Consultant</b>  I. 1st – 3rd replacement – INR 20000 per replacement II. >= 4th INR 40000 per replacement

4.10.4 Any replaced / substituted must qualify the RFP criteria and shall be approved/evaluated by the Society. The required documents for evaluation must be provided to the Society as per standard format of technical bid. Society may ask for extra documentation for support wherever required.

4.10.5 All above penalties shall be levied on the TPA for any failure happened on TPA part in any of the agreed Timelines/ SLAs/ Terms & Condition. However, in any case, the total penalty value shall not be greater than 15% of the total contract value.

## 4.11 Payment Schedule

4.11.1 The payment to the selected bidder shall be processed on quarterly basis at the end of each quarter on submission of report and fulfilment of other contractual obligations upon submission of the invoice along with respective deliverable and all other supporting documents/proofs.

4.11.2 Society will release the payment within 45 days of submission of Invoice subject to necessary approval of invoice by the Society after proper verification of the invoice and all supporting documents.

4.11.3 Payment shall be made through account payee cheques only after statutory deductions as applicable.

#### **4.12 Taxes and Duties**

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4.12.1 All taxes, duties and any statutory levies etc. payable by the TPA during the contract tenure shall be the sole responsibility of the TPA.

4.12.2 All taxes, duties and statutory levies payable to the TPA shall be paid as per prevailing rates.

#### **4.13 Termination of Contract**

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4.13.1 Following reasons shall lead to the termination of contract:

- a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period
- b. The term of Contract expires
- c. Termination of Contract by the Society due to non-adherence of contract/RFP terms and conditions

#### **4.14 Termination for Insolvency, Dissolution**

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4.14.1 Society may at any time terminate the Contract by giving written notice to the TPA, if the TPA becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the TPA, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Society.

#### **4.15 Termination for Convenience**

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4.15.1 Society reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Society's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

#### **4.16 Force Majeure**

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4.16.1 The TPA shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



- 4.16.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the TPA and not involving the TPA’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Society in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 4.16.3 If a Force Majeure situation arises, the TPA shall promptly notify Society in writing of such condition and the cause thereof. Unless otherwise directed by Society in writing, the TPA shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.17 Resolution of Disputes**

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- 4.17.1 If any dispute arises between parties, then these would be resolved in following ways:
- a. Amicable Settlement : Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub Clause of resolution of disputes shall become applicable.
  - b. Arbitration : “Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Chandigarh, India.”

#### **4.18 Legal Jurisdiction**

- 4.18.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

#### **4.19 Indemnity**

- 4.19.1 Subject to Clause 4.17.2 below, TPA (the "Indemnifying Party") undertakes to indemnify Society (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- 4.19.2 The indemnities set out in Clause 4.17.1 shall be subject to the following conditions:
- a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

- c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. all settlements of claims subject to indemnification under this Clause will:
  - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;*
- f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- i. if a Party makes a claim under the indemnity set out under Clause 4.17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## 4.20 Liability

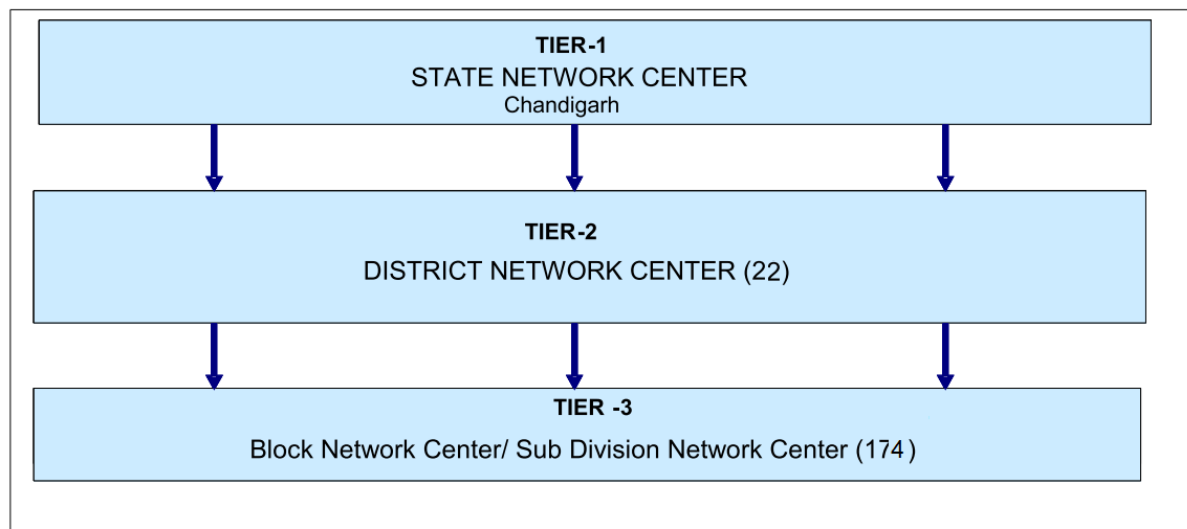
4.20.1 The liability of TPA (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given under this Clause 4.18.1 shall not be applicable to the indemnification obligations set out in Clause 4.17.

- 4.20.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- 4.20.3 The allocations of liability in this clause 4.18 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## 5. Scope of work for PAWAN Project

### 5.2 PAWAN Network Details

- 5.2.1 PAWAN is a three tier IP based Network (IPv6 ready) to provide connectivity among Punjab Government offices at State Head Quarter (SNC), District Head Quarter (DNC), Sub-Division (SDNC) & Block Head Quarters (BNC) with the objective of making information easily accessible across the various Departments and to the people across the State. Total 197 PoPs (Points of Presence) have been created across State.



### 197 Points of Presence (POPs)

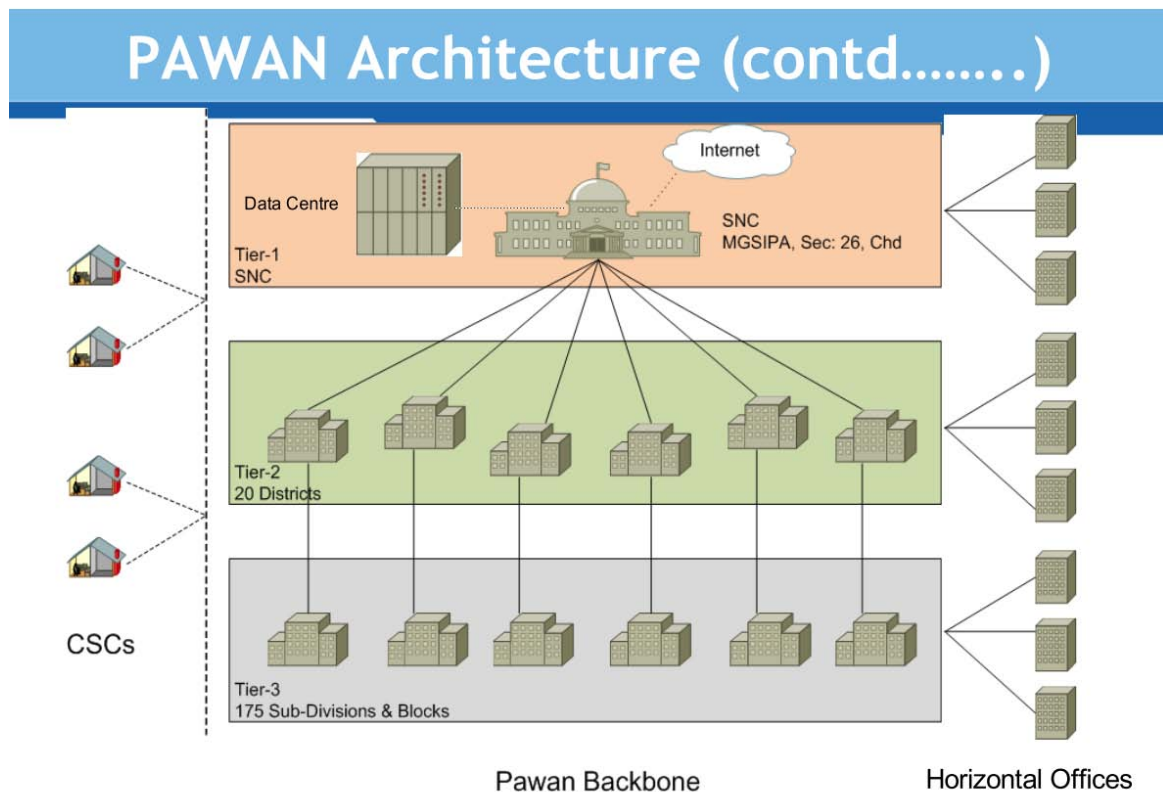
- 5.2.2 PAWAN Network Operating Centre (NOC) is at State Head Quarter (SNC). All district Headquarters (DNCs) are connected to State Head Quarter using 16 Mbps point to point leased circuits. Similarly, all Sub Divisions/ Blocks (BNCs) are further connected to their respective District Headquarters (DNCs) using 2 & 4 Mbps leased links. Last mile connectivity at SNC and DNC level PoPs is given on Ethernet over Optical Fibre Cable (OFC) and terminated on RJ45 port of Routers. However, at SDNC/BNC level PoPs, last mile connectivity is on copper media and terminated on E1 port of Router.
- 5.2.3 Logically, the PAWAN network has been divided into two parts namely:
- Vertical connectivity: The vertical connectivity refers to the PAWAN Backbone. It is implemented using three-tier architecture with the State Headquarter (SNC) connected to the each District Head Quarter (DNC) which in turn gets connected to the each Subdivision/Block Head Quarter (SDNC/BNC).
    - Each SNC, DNC and SDNC/BNC point of connection is called a Point of Presence (PoP), which is a point of bandwidth aggregation for several

network links getting connected at this point. The bandwidth provisioning for network connectivity between all the above PoPs is a minimum of 2 Mbps. Presently, the connectivity provisioning between every SNC and DNC is for 16 Mbps and DNC to every SDNC/BNC is 2 & 4 Mbps. PAWAN Backbone is through conventional leased lines, and all PAWAN backbone leased lines links terminate on the routers placed at each PAWAN POP.

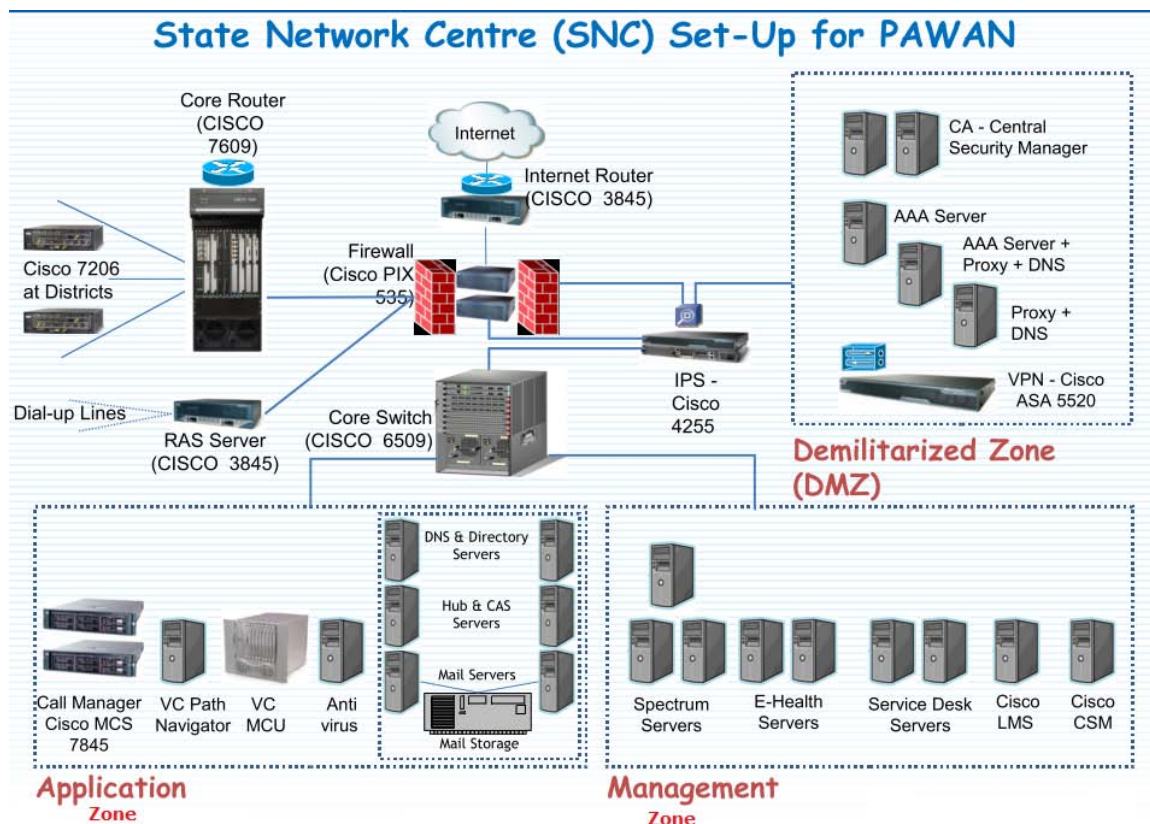
- b. Horizontal connectivity: The Horizontal connectivity of PAWAN is composed of horizontal offices spread across the State. All vertical PoPs of PAWAN will have various Horizontal connectivity. In horizontal connectivity, the government offices at each tier are connected to the respective PoPs.

5.2.4 The schematic network diagrams of PAWAN is shown in the figures below:

- a. High Level – PAWAN Architecture



- b. SNC – DNC – SDNC/BNC Connectivity : Four districts defined as Aggregation Points are Jalandhar, Patiala, Ludhiana and Bathinda. The rest 18 Districts (2 DNCs namely Pathankot and Fazilka has to be created) are connected directly to the SNC as well as through their respective aggregation points. In case, the main leased line link between any DNC and SNC fails, the network of that DNC is still up, since the data now gets routed through its aggregation point. However if the main link between the aggregation point and SNC fails, the link is still up, as the traffic can now be routed through any of the DNC's under it.
- c. District/Aggregation Point Level Network : In order to provide Hardware level redundancy two Fast Ethernet (FE) ports are provided at SNC. Four of the Aggregation links are terminated on one FE port and the rest of the eighteen DNC links are terminated on second FE port. Thus in case one of the FE fails, the connectivity is never lost as the network is up using the other FE using the aggregation point as described above.
- d. State Network Centre Architecture





- e. De-Militarized Zone (DMZ): This zone hosts the servers, which are allowed to be accessed by remote users and external users. The servers which are placed in this zone are Web Server, Domain server, Mail Server, Proxy Server, AAA Server, VPN Server and Antivirus Server. This zone has restricted access from Militarized Zone (MZ) of Firewall, which includes internal LAN.
- f. Application Zone: This zone hosts the Application Servers and is a very secure zone. This zone includes MCU, Directory Server, IP PBX server and Unified Messaging Server. Any database that needs to be built-up in future will be placed in this zone. This zone has minimal access from various locations. This zone has no direct access from outside. Network Administrators can access these servers on strict right basis.
- g. Management Zone :This zone hosts management servers for various network and security level monitoring and management. This zone has medium level of security and has no access from outside. This zone has various restrictions from DNC/SDNC/BNC's. All the network devices are configured for restricted access to this zone for sending the events and alerts to management servers.
- h. Internal LAN Zone : This zone is defined by Local Area Network at the SNC. The various office switches are connect to the core switch. This zone has no direct access from outside. The users of this zone can access various applications installed at DMZ. This zone has a moderate level of security.
- i. WAN Zone: This zone is defined by the WAN locations entering to the SNC datacentre to access various applications. This zone is defined by the WAN router, which is directly connected to the ISP's network. This zone has minimal security level on the WAN firewall.

#### 5.2.5 Network Security Design

- a. Following security features have been considered in the network:
  - a. URL filtering
  - b. Gateway Antivirus
  - c. Intrusion Prevention system/ Intrusion Detection System
  - d. Firewall Services has been implemented either internally or externally along for managing MZ's and DMZ's.

#### 5.2.6 POP Configuration

- a. TIER-1 POP AT CHANDIGARH (SNC)

S.No.	Item
1.	Core Router
2.	Internet Router
3.	Core Switch
4.	LAN Switch



5.	Modem
6.	Network Management System (HW + SW)
7.	Help Desk System (HW + SW)
8.	Firewall
9.	Multimedia Communication System
10.	Authentication Server
11.	Messaging Solution (HW + SW)
12.	Antivirus Solution (HW + SW)
13.	Proxy + DNS
14.	Intrusion Prevention System
15.	RAS Server
16.	VPN
17.	Desktops
18.	IP Phones
19.	End Video Conference Equipment with TV Set
20.	Rack Mounted Monitor + KVM
21.	Racks
22.	UPS
23.	DG Set
24.	AC

**b. TIER-2 POP AT DNC's**

S.No.	Item
1.	Router
2.	Switch
3.	Desktop
4.	Modem
5.	IP Phone
6.	Video Conferencing Equipment (with TV Set)
7.	UPS
8.	DG Set
9.	AC
10.	Rack

**c. TIER-3 POP AT SDNC/BNC**

S.No.	Item
1.	Router
2.	Switch
3.	Desktop

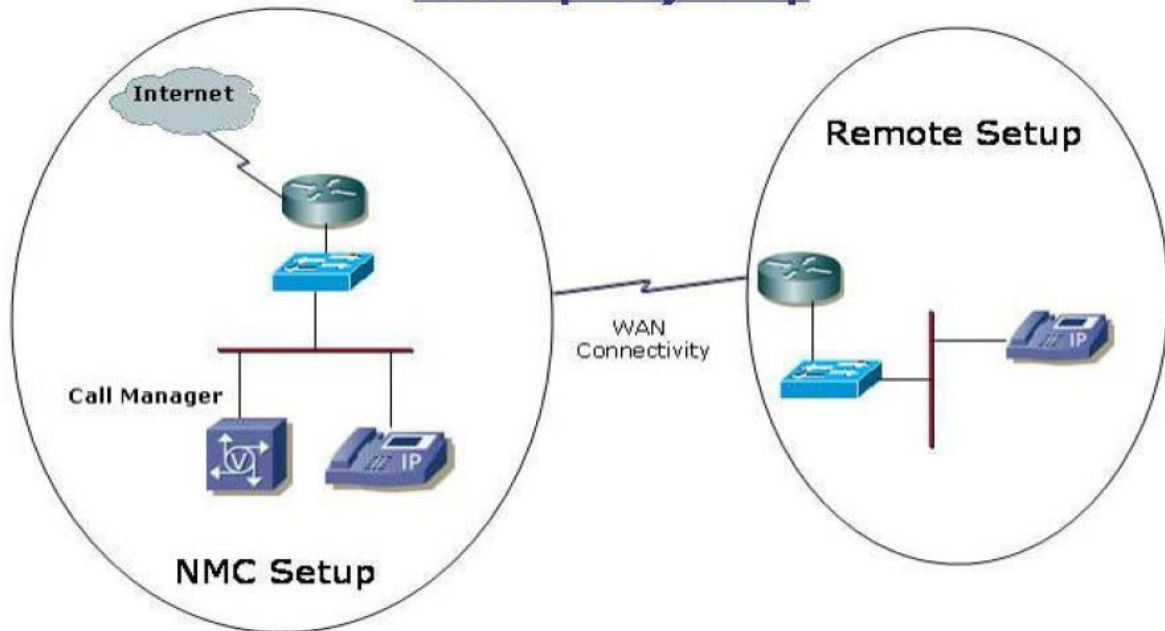
4.	Modem
5.	IP Phone
6.	Video Conferencing Equipment (with TV Set)
7.	UPS
8.	DG Set
9.	AC
10.	Rack

5.2.7 Network Management System : At present, the network management system (NMS) at the SNC, MGSIPA, Sector 26, Chandigarh, is the CA Technologies proprietary tool with the following deployed modules:

- a. CA Spectrum V 9.2
- b. CA e-Health V 6.2
- c. CA Unicentre Helpdesk V 11.2

5.2.8 IP Telephony : PAWAN has centralized network architecture. It consists of call manager at the central site, IP telephone users spread across the network. The IP telephones are connected to the Soft Switch either using LAN if the user is located in the LAN or WAN if the user is located remotely. The WAN network has been built for data traffic and is being used to connect the IP phones located in the remote sites. The same IP WAN also carries call control signaling between the central site and the remote sites. Centralized system also supports termination of PSTN lines, call processing of both PSTN and VoIP calls can be done using call manger. Cisco Call Manager V 5.13 has been implemented for managing IP Telephony. The centralized call manager controls the entire IP telephony network. It performs the major tasks such as Call Processing, Controlling, Switching, etc. In this model, the remote sites rely on the centralized call manager to handle their call processing. Routers that reside at the WAN edges require quality of service (QoS) mechanisms, such as priority queuing and traffic shaping, to protect the voice traffic from the bursty data traffic across the WAN. The primary advantage of this model is centralized call processing that reduces the equipment required at the remote sites and facilitates to have Unified Dial plan across the network. The above diagram depicts the IP telephony setup for PAWAN. The architecture is centralized in nature. All the call processing engine & Soft Switch is located at the SNC, while IP telephone users are spread across the LAN and WAN. Call server/ call manager is used as IP PBX and performs the Call processing and Call control Functionality. IP Phone is being used for the Office communication.

### **IP Telephony Setup**



- 5.2.9 Remote Site IP Telephony Details : As depicted the diagram above, the PAWAN IP Telephony is set up at remote offices and IP phones are connected to the Ethernet switch. External power adapter/PoE switches are used to supply the power to the Phone each IP phones have been assigned unique IP address. And all these phones have been registered with call manager at the Central office. Remote offices connect to the Central office through IPWAN. Each phone is assigned Unique Directory Number (DN) for identifying the phone in the IP telephony network.
- 5.2.10 Voice Gateway : The State Head quarter is connected to the outside voice telephone network. The voice gateway router supports the widest range of packet telephony-based voice interfaces and signalling protocols within the industry.
- 5.2.11 The voice gateway router enables users to immediately deploy an end-to-end IP telephony network architecture or gradually shift voice traffic from traditional circuit-switched networks to a single infrastructure carrying data, voice, and video over packet networks.
- 5.2.12 Video Conferencing : The video conferencing services are managed from SNC. Sessions are created from SNC after necessary approvals from DOGR officials.
- 5.2.13 A central Video Conferencing MCU is also located at SNC catering to the entire PAWAN Video Conferencing traffic forming a Hub and Spoke topology. Desktop based VC solution has been implemented which has the facility to setup point to point/multipoint VC sessions
- 5.2.14 Other end point equipment (projector, end point client system etc.) has also been enabled for video connectivity.

5.2.15 Horizontal Connectivity : A point to point network has been setup for horizontal connectivity. BSNL is also the Horizontal connectivity provider at present which has deployed network equipment at all the districts. As present around 400 horizontal offices are connected through PAWAN, and Connectivity to around 1640 offices across Punjab is in progress. Horizontal connectivity to various departments and offices is provided via copper/optical fiber cables. The user department uses low-end router with/without modem at department with 2 Mbps link at departments.

## 6. Scope of Work (SOW) of TPA for PAWAN Project

(Note: Scope of work is indicative. The format of the checklist and reports in every kind of the deliverable shall be approved by PSeGS.)

### 6.2 SLA monitoring and measurement (SLA M&M)

6.2.1 **Scope of SLAM&M:** Third Party Auditor (TPA) shall provide Service Level Agreement (SLA) monitoring & measurement services and applicable penalties as per terms and conditions of the RFP and/or contract. The Third party Auditor (TPA) shall verify the accuracy of invoice(s)/bill(s) submitted by PAWAN Operator and shall provide a comprehensive report on SLA adherence for the period of invoice(s)/bill(s) submitted. Broad activities under SLA monitoring and measurement are but not limited to:

a. **Master SLA Sheet:** TPA shall conduct the in-depth analysis to analyse and understand the SLAs for the project as per terms and condition of RFP/contract and provide a Master SLA calculation sheet consisting of below:

- i. Method for measurement of each category and individual SLA under each category.
- ii. Report required to measure SLA adherence against each defined SLA
- iii. Design Formats of report in consultation with PSeGS.
- iv. Downtime calculation formulae and method to calculate penalties.
- v. Deliverable:

S.No.	Deliverable(s)	Periodicity	Submission Time
1.	Submission of Master SLA Sheet	Annually	Along with invoice of last quarter for the year.

b. **Monitoring of SLA:** TPA shall monitor the SLAs on daily basis and shall send exception reports on daily basis for major downtimes which has direct impact on the business continuity of the project. The monitoring tool and its access shall be provided PSeGS.

vi. Deliverable:

S.No.	Deliverable(s)	Periodicity	Submission Time
1.	SLA monitoring exception report	Daily	End of business day

- c. Measurement of SLA:** TPA shall measure the SLA at end of each reporting period based on reports submitted by the PAWAN Operator.

**vii. Deliverable:**

S.No.	Deliverables	Periodicity	Submission Time
1.	SLA measurement	Quarterly	Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator.

- d. Penalty calculation:** TPA shall calculate the applicable penalties due to non-adherence of SLAs as per terms and conditions of the RFP/contract.

**viii. Deliverable:**

S.No.	Deliverables	Periodicity	Submission Time
1.	Penalty Calculation	Quarterly	Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator.

- e. Downtime Analysis report:** TPA shall provide report of downtime of the network services, IT/Non-IT equipment etc. occurred and will seek root cause analysis of downtime in consultation with PAWAN Operator/users. The report shall contain recommended measures to avoid reoccurrence of downtimes. Following reports shall be provided:

- ix. Weekly downtime report: TPA shall verify the cause of downtime and submit the report with actual cause, action plan by PAWAN Operator and time taken to rectify fault.
- x. Quarterly downtime report: TPA shall compile downtimes on quarterly basis and submit the root cause analysis of the major repeated occurrences, recommended procedures to avoid/eliminate these kind of downtimes in future.

**xi. Deliverable:**

S.No.	Deliverables	Periodicity	Submission Time
1.	Downtime Analysis Report	Weekly, Quarterly	1. At end of each week 2. Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator along with SLA measurement and penalty calculation.

#### **6.2.2 Security Audit:**

- a. Third Party Auditor (TPA) shall conduct security Audit of Core Infrastructure deployed under the project as per the Guidelines issued by GoI/GoP/PSeGS time to time. The Security Audit shall cover below aspects but not limited to:

- a. Vulnerability in the network and State Network Centre (SNC).
  - b. Penetration testing for the security devices in POP's and SNC.
  - c. Physical access and Logical access to the network/servers/documentation/server room/network operations centre.
  - d. Access logs for network devices/servers.
  - e. Backup and restoration procedure for onsite/offsite.
  - f. License verification.
  - g. High Availability failover testing.
  - h. Adherence to change and release management
  - i. Documentation readiness and conformity with the RFP.
  - j. Business continuity and conformity with the RFP.
  - k. Disaster recovery and conformity with the RFP.
- b. The TPA shall submit comprehensive report indicating areas covered, test cases, test outcome and recommendations to the PSeGS.

c. **Key Deliverables:**

S.No.	Deliverables	Periodicity
1.	Submission of report for Security audit controls, testing methodology, testing cases against each control	Once before start of first security audit
2.	Submission of Security Audit report	Half yearly
3.	Action taken report on last security audit	Half yearly

**6.2.3 Physical inspection of the PAWAN POP's and horizontal offices**

- a. The TPA shall inspect PAWAN POP's (SNC/DNC/BNC) and horizontal offices to ensure the upkeep of POPs and horizontal offices wrt to below but not limited to:
- a. Condition of the POP wrt to civil, electrical, cooling etc.
  - b. Working status of UPS and DG set.
  - c. Availability of Site Engineer/Manpower as per RFP/Contract.
  - d. Bandwidth provider link status.
- b. The TPA shall visit and inspect SNC including NOC/Helpdesk once every Quarter.
- c. The TPA shall visit and inspect all the PAWAN POPs at least once a year with minimum of 20% POPs each quarter.
- d. Key Deliverables:

S.No.	Deliverables	Periodicity
1.	Submission of inspection report	Quarterly

#### 6.2.4 Complaint handling mechanism audit

- a. The TPA shall conduct audit of the different methods of complaint registrations as below used by PAWAN operator as per RFP/contract.
  - a. Toll- Free Number
  - b. E-mail communication
  - c. Help desk Portal or any other
- b. TPA shall analyse the complaint registers/reports from the helpdesk system maintained by PAWAN operator centrally at SNC and at each PoP and their action along with time of call closure. The TPA shall verify the call closures at random from the users (at least 50 users per month) regarding the complaint handling experience. Following reports but not limited to shall be provided:
- c. Complaint statistics including but not limited to
  - d. Number of calls registered during the reporting period
  - e. Call closure time
  - f. Status of each call
- d. Complains related to mail services.
- e. **Key Deliverables:**

S.No.	Deliverables	Periodicity
1.	Submission of all types of complaint statistics report	Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator.

#### 6.2.5 User feedback

- a. Third Party shall take feedback from the at least 50 different users of the PAWAN system at random every month by way of questionnaire, calls, personal visit etc. The feedback shall include questions on system uptime, response of PAWAN Operator towards issue closure and level of satisfaction over the core functionality and system usage. The areas to be covered for user feedback shall include but not limited to: The overall quality of service shall be calculated based on user feedback.
  - a. Email Services
  - b. Video Conferencing services
  - c. Internet Services through PAWAN
- b. **Key Deliverables:**

S.No.	Deliverables	Periodicity
1.	Submission of user feedback report	Quarterly
2.	Recommendations to increase customer satisfaction	Half yearly

**6.2.6 Business continuity and Disaster recovery plan:**

- a. TPA shall conduct in-depth analysis of the clauses of the RFP/contract regarding business continuity and disaster recovery of the project and submit a report duly mentioning the deliverables of the PAWAN operator with respect to business continuity and disaster recovery.

a. Deliverable

S.No.	Deliverables	Periodicity
1.	Submission of reports on provisions of business continuity and disaster recovery plan as per RFP/contract	Once

- b. TPA will verify the preparedness for any disaster and its recovery plan as per provisions of RFP/contract. TPA will verify the Documents, DR Drills, Backups and its restoration at DR site as per provisions of RFP/Contract.

b. Deliverable

S.No.	Deliverables	Periodicity
1.	Submission of report on preparedness for business continuity and disaster recovery.	Half-Yearly

**6.2.7 Exit Process support:**

- a. This role is envisaged with the objective of ensuring preparedness of the State at all the time for any eventuality resulting in termination of contract. TPA audit includes support in the event of exit of the PAWAN Operator. The TPA would:
- Review the exit process as per the RFP/contract.
  - Review documentation, process and procedures necessary for taking over the project operations from the PAWAN Operator.
  - Provide support during the transition period from the current PAWAN Operator to the new PAWAN Operator.

b. **Key Deliverables:**

S.No.	Deliverables	Periodicity
1.	Documentation required from PAWAN Operator during exit management	Once
2.	Transition plan	Annually/as needed

**6.2.8 Required minimum manpower**

- Sr. Consultant – 1 Nos
- Consultant – 2 Nos

*\* Qualification as mentioned in technical criteria*



## **7. Scope of work for IFMS/IWDMS project**

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### **7.2 IFMS project details**

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7.2.1 Integrated Financial Management System (IFMS) is an automated and integrated system that manages planning, budgeting, receipt, expenditure, payment processing, and MIS Reporting for the Government. With the following below features, IFMS bundles all essential financial management functions into single software suite.

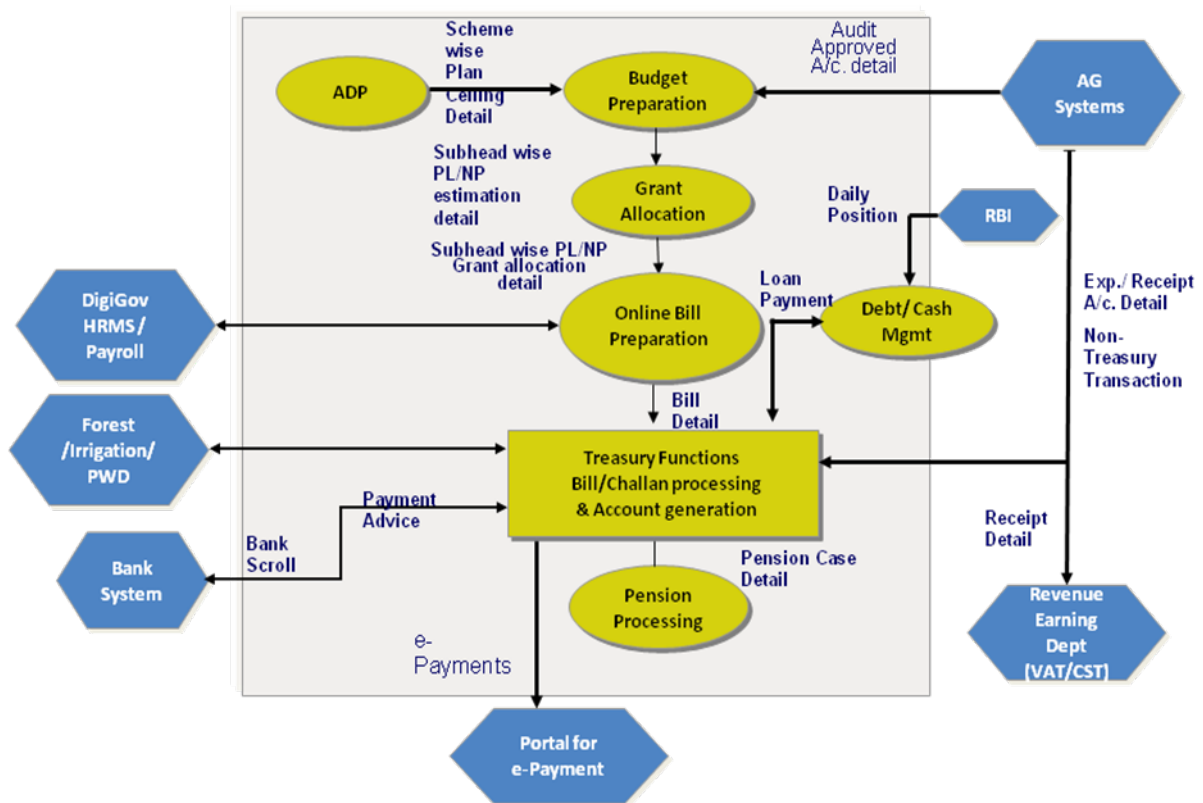
- a. Enhanced management of cash, debt and liabilities
- b. Ability to use historical information to provide better budget modelling processes
- c. Reduced cost for financial transactions
- d. Increased decision-making efficiency
- e. Generate state plan, budget & accounts electronically
- f. Expedite transaction processing by providing workflow & built-in validations

System comprises of below core functionalities:

- g. Planning and Budgeting
- h. Treasury Functions (Online Bill Submission by Drawing & Disbursement Officer, Bill Processing, Treasury Accounting, Deposit, Stamp)
- i. Pension (Pension Order Generation, Pension Payment Processing)
- j. Cyber Treasury (Portal for e-Payment, receipt collection)
- k. Debt Management Functions
- l. Interface with Bank, Revenue Earning Dept like Commercial Tax Department

#### **7.2.2 Workflow**

A typical workflow for the key processes in IFMS is depicted below:

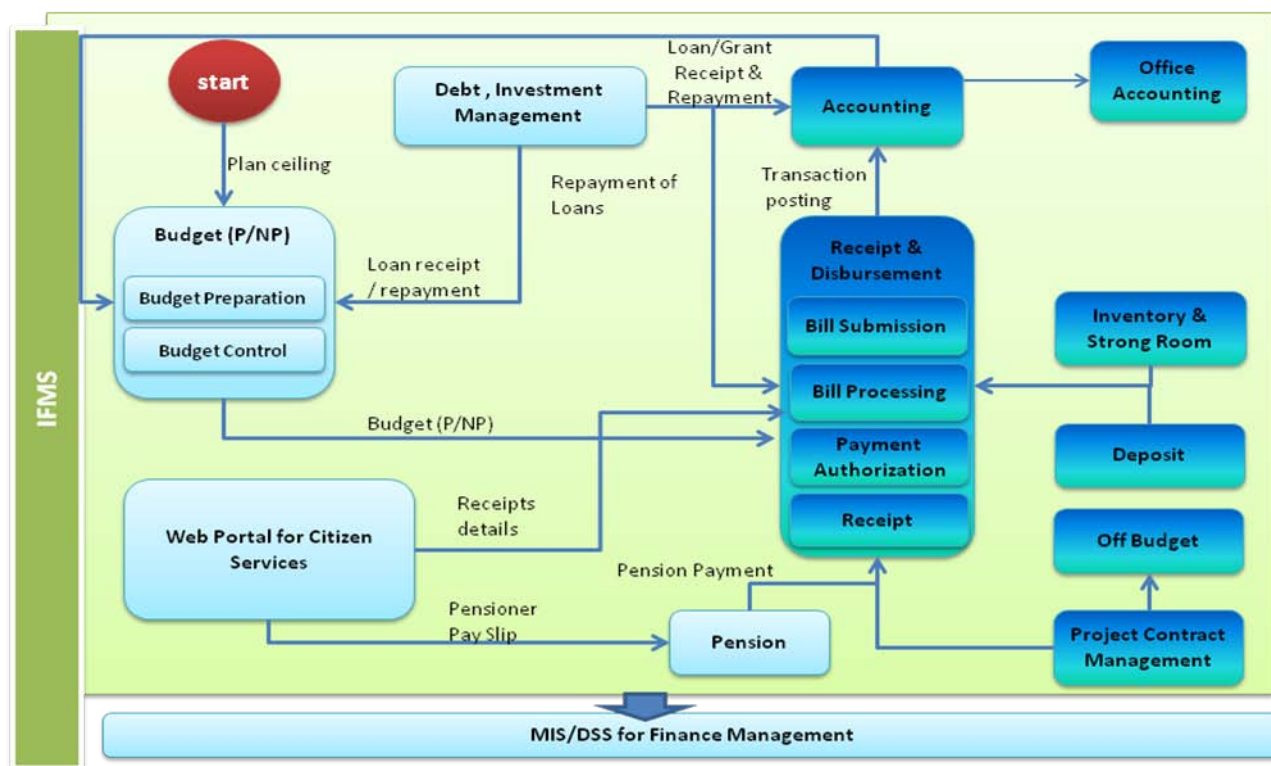


7.2.3 IFMS Module Overview

SN	Module Name	Functionality
1.	Planning	Workflow based application designed for the cumulative and progressive attainment of financial goal featuring: <ul style="list-style-type: none"> <li>Plan Preparation by Head of the Department (District Plan, State Plan)</li> <li>Plan Consolidation and Approval by Punjab State Planning Board.</li> </ul>
2.	Budget	Application for estimation of income and expenditure for a financial year featuring <ul style="list-style-type: none"> <li>Budget estimation and Preparation by Head of the Department (Plan/Non-Plan, Receipt and Revised)</li> <li>Budget Consolidation by Finance Department</li> <li>Budget Freeze/Approval</li> <li>Budget Publication</li> </ul>
3.	Grant	<ul style="list-style-type: none"> <li>Budget Management and Distribution</li> </ul>
4.	Online Bill Processing (OBP) by DDO	<ul style="list-style-type: none"> <li>Bill Creation</li> <li>Bill Approval</li> <li>Bill Forwarding</li> <li>Actions on Bill (Bill modification, Bills discard)</li> <li>User Account Management</li> </ul>
5.	Treasury Bill Processing (TBP)	<ul style="list-style-type: none"> <li>Bill Verification</li> <li>Bill Approval</li> <li>Electronic Payment File Generation</li> </ul>
6.	Cyber Treasury Portal (CTP)	<ul style="list-style-type: none"> <li>Treasury payment files access to banks</li> <li>Bank's state receipt reporting</li> <li>Bank's payment reporting to treasuries</li> <li>Excise department receipt reconciliation reports.</li> <li>Transport department receipt reconciliation reports</li> </ul>
7.	Accounting	<ul style="list-style-type: none"> <li>State receipt and expenditure verification and approval.</li> <li>Banks monthly statements reconciliation with receipt and payments reported.</li> <li>Monthly accounts preparation for controlling and consolidation purpose.</li> <li>Account submission to Accountants General Office</li> </ul>
8.	Decision Support System (DSS)	<ul style="list-style-type: none"> <li>Real time MIS of State expenditure and receipt</li> <li>Management of Public finances through information available.</li> <li>Reports from all components of IFMS (Treasury, budget, debt and investment management, accounting)</li> </ul>

9.	New Pension Scheme (NPS)	<ul style="list-style-type: none"> <li>• New Pension scheme contribution calculation</li> <li>• Claim creation</li> <li>• Online and treasury bill processing</li> <li>• Report for total NPS employee contribution</li> </ul>
10.	Project and Contract Management (PCM)	<ul style="list-style-type: none"> <li>• Project Rough cost estimation</li> <li>• Detail cost estimate</li> <li>• Detail notice inviting tender</li> <li>• Work allotment to contractor</li> <li>• Project and contract creation</li> <li>• Measurement book entry</li> <li>• Invoice generation</li> </ul>
11.	Strong Room/ Stamps	<ul style="list-style-type: none"> <li>• Stamps receipt from nodal office</li> <li>• Sale of stamps to vendors, general public and through bill transfer.</li> <li>• Indent preparation.</li> <li>• Stamps transfer to treasury and sub-treasury offices.</li> <li>• Stamps categories, stamps group, stamps denomination, minimum stock, vendor master.</li> <li>• Reports for single lock balance sheet, daily sale report, stock position report.</li> </ul>
12.	Deposits	<ul style="list-style-type: none"> <li>• Personal ledger of department.</li> <li>• Public account creation for parking deposits.</li> <li>• Sanction for public account creation.</li> <li>• Deposit accounts management.</li> </ul>
13.	Pension	<ul style="list-style-type: none"> <li>• Pension pay order (PPO) generation.</li> <li>• Pension disbursement.</li> <li>• Death cum retirement gratuity.</li> <li>• Pension Commutation.</li> </ul>
14.	Debt Management Office (DMO)	<ul style="list-style-type: none"> <li>• Debt sustainability analysis</li> <li>• Status of aid allotment</li> <li>• Strategic framework for borrowing</li> <li>• Reserve and exchange risk management</li> <li>• Statistical compilations such as overall effect on balance of payments.</li> </ul>

7.2.4 Application architecture : Overview of IFMS application Architecture (IPV6 Ready) is depicted in the image below:



7.2.5 User details: Total user base for IFMS is 8402, spread across the State of Punjab.

7.2.6 Application Deployment & Access details

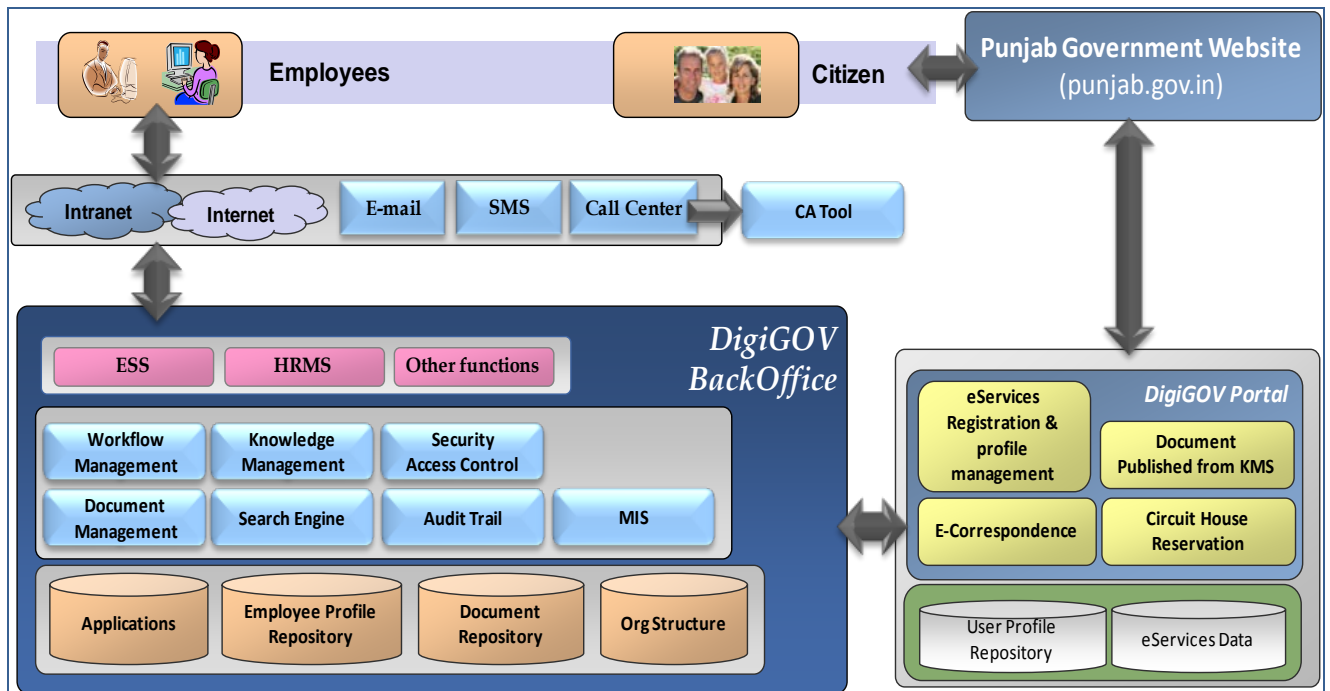
- a. IFMS application data center has been set up at Punjab Civil Secretariat – I on 8<sup>th</sup> Floor, application and data base servers are located there. All the deployment , networking and database related activities.
- b. IFMS application is accessible on PAWAN in Punjab Civil Secretariat I & II, all Treasuries including sub Treasuries, Planning Deptt. @Sec 17, Industry & Commerce Deptt. @ Sec 17
- c. IFMS is also available to users on internet
  - a. Direct internet <http://ifms.punjabgovt.gov.in> link
  - b. from VPN through <http://vpn.punjabgovt.gov.in> link

### 7.3 IWDMS Project Details

7.3.1 Integrated Workflow and Document Management System (IWDMS) application, serves as a single platform for all inter and intra department functions, providing policy-based processing, office workflow management and department specific process automation.

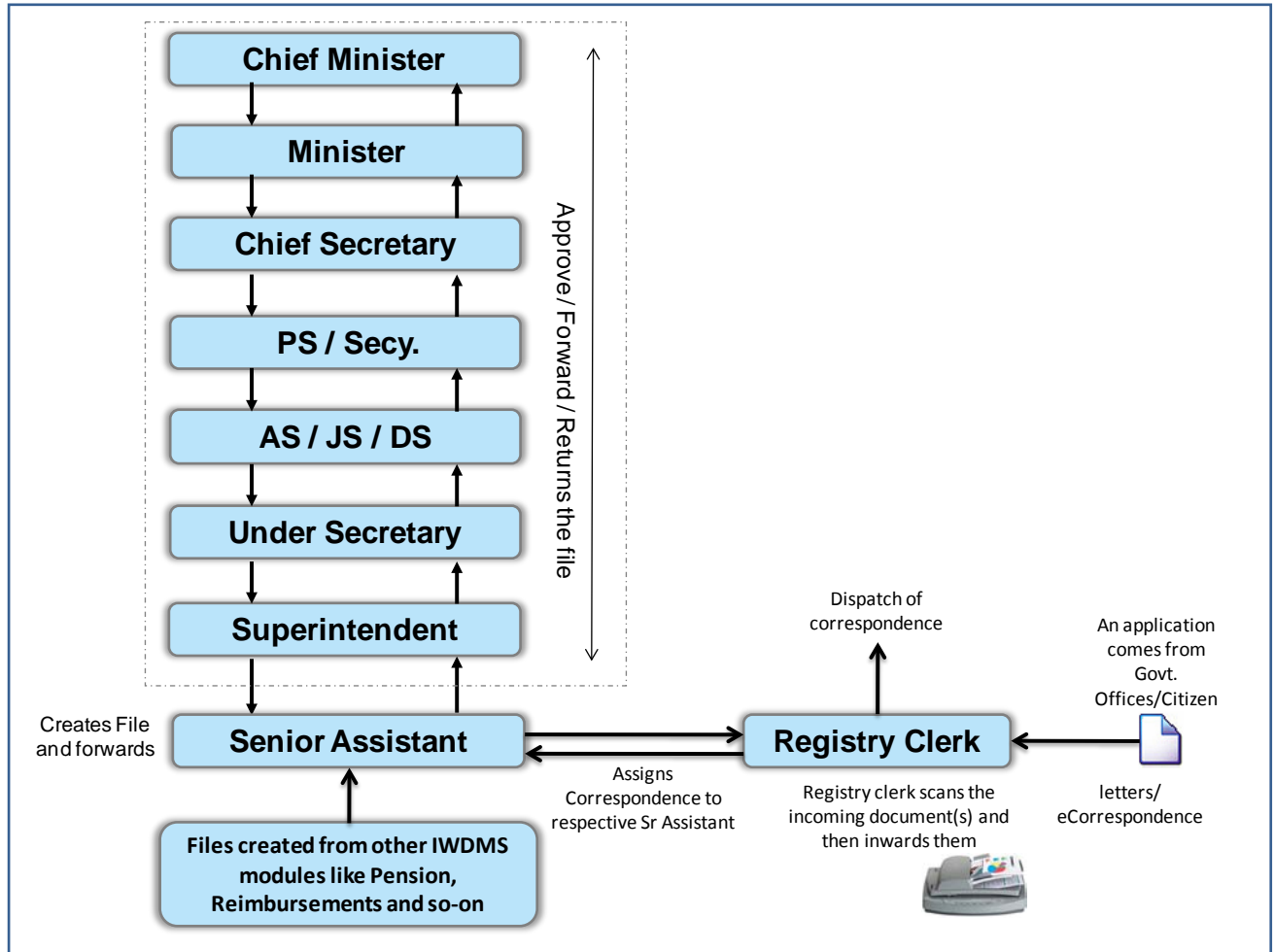
#### 7.3.2 Application Architecture:

Following depicted is the basic application architecture for IWDMS.



### 7.3.3 IWDMS Typical Workflows

A typical work-flow that forms the basis of various processes in IWDMS is depicted as below.



7.3.4 Modules : IWDMS has been built around the core functionality (Core Modules) of Correspondence Management, File management, Communication management and Knowledge Management System. It further provides for automation of various Common tasks (Common Modules) in the Secretariat functioning such as RTI, Court Cases Monitoring, Asset management, Visitor Pass Management System (VPMS) and various employees specific services such as Leave, Salary, GPF, promotion, transfer (processes involved from “Hire to retire cycle of an employee”) etc. Additionally customized applications specific to the department (Department Specific Applications) requirements have also been configured, particularly focusing on various MIS Reports which are currently being collected from the field offices manually.

Core Modules -11	Common Modules - 38	Department Specific Applications
<ol style="list-style-type: none"> <li>1. Homepage</li> <li>2. Work-list</li> <li>3. Files Room</li> <li>4. File Tracking</li> <li>5. File Processing</li> <li>6. Dak Inward</li> <li>7. Dak Outward</li> <li>8. Dashboard &amp; MIS</li> <li>9. Knowledge Management System</li> <li>10.Appointment Scheduler</li> <li>11.Communiq��</li> </ol>	<ol style="list-style-type: none"> <li>1. Payroll &amp; GIS</li> <li>2. GPF</li> <li>3. Tour &amp; Travel Reimbursement</li> <li>4. Medical Bills Reimbursement</li> <li>5. Annual Confidential Reports</li> <li>6. Annual Pay Increment</li> <li>7. Leaves Management</li> <li>8. Asset Management</li> <li>9. Loans and Advances</li> <li>10. LTC Requests and Reimbursement</li> <li>11. Earned Leaves Encashment</li> <li>12. Monitoring vacant posts and recruitment</li> <li>13. Probation and Confirmation</li> <li>14. Deputation</li> <li>15. Transfer</li> <li>16. Promotion</li> <li>17. Cessation of Service</li> <li>18. Service Book</li> <li>19. Processing of Pensions</li> <li>20. Cabinet Meeting</li> <li>21. Vidhan Sabha Questions</li> <li>22. Miscellaneous Bills Reimbursement</li> <li>23. Pay Fixation on Promotion</li> <li>24. Processing of Additional Pay</li> <li>25. Monitoring of Court Cases</li> <li>26. Visitor Pass Management System</li> <li>27. Employee Profile Management</li> <li>28. RTI Management</li> <li>29. Departmental Inquiry</li> <li>30. Tour &amp; Travel Requests</li> <li>31. Grievances Management</li> <li>32. Vigilance Inquiry</li> <li>33. Gol Issues Monitoring</li> <li>34. Land Acquisition</li> <li>35. Hiring of Buildings</li> <li>36. Audit Para</li> <li>37. Constitution and Monitoring of Committees</li> <li>38. Framing of Bills and Amendments</li> </ol>	<p>248– Signed-off functional applications</p>



### 7.3.5 User Details

- a. Core & Common: 2232 Users ( 47 Departments with 147 Branches)
- b. Department Specific Application: 3382 Users spread across State of Punjab

### 7.3.6 Application Deployment & Access details

- a. IWDMS application data center (IPv6 ready) has been set up at Punjab Civil Secretariat – I on 8<sup>th</sup> Floor, application and data base servers are located there.
- b. IWDMS application is accessible on PAWAN in Punjab Civil Secretariat I & II, Planning Deptt. @Sec 17, Industry & Commerce Deptt. @ Sec 17 and Rural Development & Panchayats Department @ Mohali.
- c. IWDMS is also available to users on  
Direct internet from <http://iwdms.punjabgovt.gov.in> link  
Through VPN from <http://vpn.punjabgovt.gov.in> link

### 7.3.7 Location covered

- a. Punjab Civil Secretariat – I&II
- b. Data Centre (Punjab Civil Secretariat – I)
- c. Near DR (Vidhan Sabha)
- d. DR Site (Ahmedabad)
- e. Rural Department (Mohali)
- f. Pension Department (Mohali)
- g. Industries and Commerce Department (sec 17 Chd)
- h. Planning Department (sec 17 Chd)
- i. Treasury and Accounts (sec 17 Chd)
- j. District Treasury and Accounts offices (21 Pan Punjab)
- k. Sub Treasury and Accounts offices (68 Pan Punjab)

## 8. Scope of Work (SOW) of TPA for IFMS/IWDMS Project

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(Note: a. Scope of work is indicative

b. The format of the checklist and reports in every kind of the deliverable shall be approved by PSeGS.)

### 8.2 SLA monitoring and measurement (SLAM&M)

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- 8.2.1 **Scope of SLAM&M:** Third Party Auditor (TPA) shall provide Service Level Agreement (SLA) monitoring & measurement services and applicable penalties as per terms and conditions of the RFP and/or contract. The Third party Auditor (TPA) shall verify the accuracy of invoice(s)/bill(s) submitted by IFMS/IWDMS System Integrator (SI) and shall provide a comprehensive report on SLA adherence for the period of invoice(s)/bill(s) submitted. Broad activities under SLA monitoring and measurement are but not limited to:

a. **Master SLA Sheet:** TPA shall conduct the in-depth analysis to analyse and understand the SLAs for the project as per terms and condition of RFP/contract and provide a Master SLA calculation sheet consisting of below:

- i. Method for measurement of each category and individual SLA under each category.
- ii. Report required to measure SLA adherence against each defined SLA
- iii. Design Formats of report in consultation with PSeGS.
- iv. Downtime calculation formulae and method to calculate penalties.
- v. Deliverable:

S.No.	Deliverable(s)	Periodicity	Submission Time
1.	Submission of Master SLA Sheet	Annually	Along with invoice of last quarter for the year.

b. **Monitoring of SLA:** TPA shall monitor the SLAs on daily basis and shall send exception reports on daily basis for major downtimes which has direct impact on the business continuity of the project. The monitoring tool and its access shall be provided PSeGS.

- vi. Deliverable:

S.No.	Deliverable(s)	Periodicity	Submission Time
1.	SLA monitoring exception report	Daily	End of business day

c. **Measurement of SLA:** TPA shall measure the SLA at end of each reporting period based on reports submitted by the IFMS/IWDMS System Integrator (SI).

- i. Deliverable:

S.No.	Deliverables	Periodicity	Submission Time
1.	SLA measurement	Quarterly	Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator.

d. **Penalty calculation:** TPA shall calculate the applicable penalties due to non-adherence of SLAs as per terms and conditions of the RFP/contract.

- ii. Deliverable:

S.No.	Deliverables	Periodicity	Submission Time
1.	Penalty Calculation	Quarterly	Within 2 weeks of the receipt of invoice(s)/bills(s) from the PAWAN operator.

e. **Downtime Analysis report:** TPA shall provide report of downtime of the network services, IT/Non-IT equipment etc. occurred and will seek root cause analysis of downtime in consultation with IFMS/IWDMS System Integrator (SI)/users. The report shall contain recommended measures to avoid reoccurrence of downtimes. Following reports shall be provided:

- i. Weekly downtime report: TPA shall verify the cause of downtime and submit the report with actual cause, action plan by IFMS/IWDMS System Integrator (SI) and time taken to rectify fault.
- ii. Quarterly downtime report: TPA shall compile downtimes on quarterly basis and submit the root cause analysis of the major repeated occurrences, recommended procedures to avoid/eliminate these kind of downtimes in future.
- iii. Deliverable:

S.No.	Deliverables	Periodicity	Submission Time
1.	Downtime Analysis Report	Weekly, Quarterly	1. At end of each week 2. Within 2 weeks of the receipt of invoice(s)/bills(s) from the IFMS/IWDMS System Integrator (SI) along with SLA measurement and penalty calculation.

#### 8.2.2 Security Audit:

a. Third Party Auditor (TPA) shall conduct security Audit of Core Infrastructure deployed under the project as per the Guidelines issued by GoI/GoP/PSeGS time to time. The Security Audit shall cover below aspects but not limited to:

- i. Vulnerability in the network and State Network Centre (SNC).
- ii. Penetration testing for the security devices in POP's and SNC.
- iii. Physical access and Logical access to the network/servers/documentation/server room/network operations centre.
- iv. Access logs for network devices/servers.
- v. Backup and restoration procedure for onsite/offsite.
- vi. License verification.
- vii. High Availability failover testing.
- viii. Adherence to change and release management
- ix. Documentation readiness and conformity with the RFP.
- x. Business continuity and conformity with the RFP.
- xi. Disaster recovery and conformity with the RFP.

b. The TPA shall submit comprehensive report indicating areas covered, test cases, test outcome and recommendations to the PSeGS.

c. Key Deliverables:

S.No.	Deliverables	Periodicity
1.	Submission of report for Security audit controls, testing methodology, testing cases against each control	Once before start of first security audit
2.	Submission of Security Audit report	Half yearly
3.	Action taken report on last security audit	Half yearly

**8.2.3 Physical inspection of the IFMS/IWDMS Data Centre and user offices (sites) using IFMS/IWDMS application.**

a. The TPA shall inspect IFMS/IWDMS Data Centre (including NOC/Helpdesk) and user offices using IFMS/IWDMS application to ensure the upkeep of Data Centre and its deployment as per RFP wrt to below but not limited to:

- i. Condition of the Data Centre wrt to civil, electrical, cooling, Manpower etc.
- ii. Working status of UPS and DG set, if any.
- iii. Availability of Manpower as per RFP/Contract.

b. The TPA shall visit and inspect Data Centre including NOC/Helpdesk once every Quarter.

c. The TPA shall visit and inspect all the user offices (sites) in one year with minimum of 20% sites each quarter.

d. Key Deliverables:

S.No.	Deliverables	Periodicity
1.	Submission of inspection report	Quarterly

**8.2.4 Complaint handling mechanism audit**

a. The TPA shall conduct audit of the different methods of complaint registrations as below used by IFMS/IWDMS System Integrator as per RFP/contract.

- i. Toll- Free Number
- ii. E-mail communication
- iii. Help desk Portal or any other

b. TPA shall analyse the complaint registers/reports from the helpdesk system maintained by IFMS/IWDMS System Integrator and their action along with time of

call closure. The TPA shall verify the call closures at random from the users (at least 50 users per month) regarding the complaint handling experience. Following reports but not limited to shall be provided:

- i. Complaint statistics including but not limited to :
  1. Number of calls registered during the reporting period
  2. Call closure time
  3. Status of each call
- ii. Complains related to application availability.

c. Key Deliverables:

S.No.	Deliverables	Periodicity
1.	Submission of all types of complaint statistics report	Within 2 weeks of the receipt of invoice(s)/bills(s) from the IFMS/IWDMS System Integrator

#### **8.2.5 User feedback**

a. Third Party shall take feedback from the at least 50 different users of the IFMS/IWDMS system at random every month by way of questionnaire, calls, personal visit etc. The feedback shall include questions on system uptime, response of IFMS/IWDMS SI towards issue closure and level of satisfaction over the core functionality and system usage. The areas to be covered for user feedback shall include but not limited to:

- i. Software functionality
- ii. IFMS/IWDMS application availability
- iii. Response of Help desk

b. Key Deliverables:

S.No.	Deliverables	Periodicity
1.	Submission of user feedback report	Quarterly
2.	Recommendations to increase customer satisfaction	Half yearly

#### **8.2.6 Business continuity and Disaster recovery plan:**

a. **TPA** shall conduct in-depth analysis of the clauses of the RFP/contract regarding business continuity and disaster recovery of the project and submit a report duly mentioning the deliverables of the IFMS/IWDMS SI with respect to business continuity and disaster recovery.

i. Deliverable

S.No.	Deliverables	Periodicity
1.	Submission of reports on provisions of business continuity and disaster recovery plan as per RFP/contract	Once

b.TPA will verify the preparedness for any disaster and its recovery plan as per provisions of RFP/contract. TPA will verify the Documents, DR Drills, Backups and it restoration at DR site as per provisions of RFP/Contract.

ii. Deliverable

S.No.	Deliverables	Periodicity
1.	Submission of report on preparedness for business continuity and disaster recovery.	Half-Yearly

**8.2.7 Exit Process support:**

a. This role is envisaged with the objective of ensuring preparedness of the State at all the time for any eventuality resulting in termination of contract. TPA audit includes support in the event of exit of the IFMS/IWDMS SI. The TPA would:

- i. Review the exit process as per the RFP/contract.
- ii. Review documentation, process and procedures necessary for taking over the project operations from the IFMS/IWDMS SI.
- iii. Provide support during the transition period from the current PAWAN Operator to the new IFMS/IWDMS SI.

**b. Key Deliverables:**

S.No.	Deliverables	Periodicity
1.	Documentation required from IFMS/IWDMS SI during exit management	Once
2.	Transition plan	Annually/as needed

**8.2.8 Required minimum manpower**

c. Consultant – 2 Nos

\* *Qualification as mentioned in technical criteria*

## **9. Roles & Responsibilities**

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### **9.2 Other Roles & Responsibilities of the TPA (apart from mentioned in earlier part of RFP)**

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- 9.2.1 TPA will work in close coordination with the PSeGS for this project.
- 9.2.2 TPA will carry out the activities as per agreement and submit all the mentioned deliverables within the stipulated time-frame.
- 9.2.3 TPA will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, TPA would deploy additional manpower, free of any additional charges.
- 9.2.4 TPA will make the best effort to ensure that the quality of deliverables meets the expectations.
- 9.2.5 The TPA would get the relevant sections of deliverables and the AsIs process, duly verified/ validated from the concerned PSeGS official.
- 9.2.6 The deliverables will be accepted only if they confirm to the specifications as laid down in this scope of work. Deliverables of the TPA will be considered to have been formally accepted only after the PSeGS communicates so in writing. Any queries regarding the deliverables will have to be answered by the TPA within 10 working days.
- 9.2.7 The TPA will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the TPA should be deemed as proprietary and non-shareable.
- 9.2.8 TPA shall organize weekly/fortnightly review meetings to review functionality issues and progress of work as per pre-defined schedule. The frequency of meetings will be intimated by the TPA in consideration of requirements in the interest of the project. TPA would prepare the minutes of the review meetings mentioning the issues discussed, decisions taken on them and appropriate level at which these required to be resolved.
- 9.2.9 TPA shall organize quarterly meeting with higher management to review the working and progress of TPA activities. The higher management shall be the person responsible for managing the delivery for the region.
- 9.2.10 TPA shall submit hardcopies and softcopies of all the deliverables to the Society.
- 9.2.11 TPA shall submit separate invoices and required documents/reports etc for PAWAN project and IFMS/IWDMS project.
- 9.2.12 TPA shall not combine any kind of communication for both the projects.

### **9.3 Roles & Responsibilities of the PSeGS:**

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- 9.3.1 Award of Contract to the successful bidder.
- 9.3.2 To provide understanding of AS-IS processes to the TPA.
- 9.3.3 Transparently define aspirations/expectations of the system which is planned to be implemented.
- 9.3.4 To provide close tieups with the stakeholders in the project, to provide commitment and support, help to bring-in the process changes and overall guidance to the project.
- 9.3.5 Providing sign-offs for the deliverables.
- 9.3.6 Ordinarily, PSeGS will ensure that the deliverable is accepted within 2 weeks of date of submission. However, considering the government procedures, more time may be required for accepting the deliverables. In any case, such periods of delay would not count towards levying of penalty.
- 9.3.7 Release payments subject to bills/ invoice and supporting documents being in order.
- 9.3.8 Overall support to TPA during the during the project tenure.

### **10.Proposal Formats**

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- 10.2.1 Following are the proposal formats to be used by the bidders for submitting their Proposals for selection as TPA under the RFP:

<b>Sr. No.</b>	<b>Form</b>	<b>Description</b>
<b>1.</b>	Form-1	Format for Submission of queries
<b>2.</b>	Form-2	Format for Pre-Qualification Proposal
<b>3.</b>	Form-2B	Format for furnishing General Information
<b>4.</b>	Form-2C	Format for providing turn-over, profit details
<b>5.</b>	Form-2D	Format for furnishing details regarding relevant past experience
<b>6.</b>	Form-2E	Pre-Qualification Checklist
<b>7.</b>	Form-3	Format for Technical Proposal
<b>8.</b>	Form-3B	Format for undertaking to comply with technical requirement specifications
<b>9.</b>	Form-3C	Format for Risk Assessment and its mitigation plan



<b>10.</b>	Form-3D	Technical Proposal Checklist
<b>11.</b>	Form-3E	Adequacy and Quality of Resources proposed for Deployment
<b>12.</b>	Form-3F	Approach and Methodology
<b>13.</b>	Form-4	Format for Commercial Proposal
<b>14.</b>	Form-5	Format for Performance Bank Guarantee

***[Note:** Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]*

### **10.3 Form-1: Format for Submission of queries**

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S.No.	RFP Document Reference(s) (Section & Page Numbed(s))	Content of RFP requiring Clarification(s)	Points of clarification

## **10.4 Form-2: Format for Pre-Qualification Proposal**

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(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

The Member Secretary,  
Punjab State e-Governance Society (PSeGS)  
Department of Governance Reforms,  
SCO 162-164, Sector-34A,  
Chandigarh

Ref: Request for Proposal: Third Party Auditor for PAWAN (RFP No: )

Dear Sir/Madam

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP documents. To meet such requirements and provide such services as set out in the RFP documents, we attach hereto our response to the RFP documents, which constitutes our proposal for being considered for appointment as the Service Operator.
2. We undertake that this is our sole participation and we are not participating or co-participating in this bid through any other related party or channel.
3. We undertake, if our proposal is accepted, to adhere to the Project Schedule put forward in the RFP documents or such adjusted plan as may subsequently be mutually agreed between us and the PSeGS or its appointed representatives.
4. If our proposal is accepted, we will submit a Performance Bank Guarantee in the format given in the RFP document issued by a Scheduled bank in India, acceptable to the PSeGS, as per the details specified in the RFP documents for due performance of the Agreement.
5. We agree to the unconditional acceptance of all the terms and conditions set out in the RFP documents.
6. We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.

7. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the PSeGS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the PSeGS as to any material fact.
8. We have indicated the unit rates in our commercial bid for the purpose of account of payment as well as for price adjustment in case of any increase / decrease/deletion from the scope of work under the contract.
9. We have studied all instructions/forms/terms/requirements/other information of the RFP documents carefully and have submitted this bid with full understanding and any implications thereof.
10. We confirm having submitted the information as required by you in your RFP documents. In case you require any other further information/documentary proof in this regard during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
11. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.
12. All the prices mentioned in our Proposal are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Proposal are valid for a period of 180 days from the date of submission of the Proposal.
13. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      2015

(Signature)    (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

Enclosure: Copy of Power of attorney/Board resolution in name of authorized signatory

## 10. 5 Form-2B: Format for furnishing General Information

(To be filled offline, signed, stamped and uploaded)

### Bid Reference No. :

[Bidders are required to provide details as per following format. The information will be used to check conformance of bidders to the Pre-qualification criteria. Bidder must submit requisite supporting proof as mentioned under the "Reference Documents" column and the reference page number of the supporting proof document must be entered in the "Page No." column. In case bidders desire to add more citations about IT/ E-Governance Project experiences, these may be appended at last in the format. However, number of such citations should be restricted to a maximum of 5 citations as only the first 5 citations may be considered for the pre- qualification evaluation]

Sr.No.	Particulars	Reference Documents	Page Number
1.	Name of Bidder		
2.	Contact Details		
	a) Address		
	b) Telephone		
	c) Fax		
	d) Email		
	e) Website		
3	Incorporation Details	Certified copy of incorporation	
	a) Incorporation Number		
	b) Date of Incorporation		
	c) Authority		
4	Service Tax Registration Details	Certified copy of valid service tax registration in India	
	a) Service Tax No		
	b) Date		
	c) Registration		
5	Operating Detail	Authentic certificate from the practicing member of Institute of Chartered Accountant of India	
6	Sale Turnover	Extracts from the audited balance sheet and profit & loss along with authentic certificate as per format	
	a) 2001-12		
	b) 2012-13		

	c) 2013-14 Average	Form-2C from the practicing member of Institute of Chartered Accountant of India	
7.	Profit Making entity	Certificate from practicing member of Institute of Chartered Accountant of India as per format Form-2C	
	a) 2011-12		
	b) 2012-13		
	c) 2013-14		
8	Net worth	Certificate from practicing member of Institute of Chartered Accountants of India	
	a) 2011-12		
	b) 2012-13		
	c) 2013-14		
	d) Project Name and brief scope		
	e) Start Date		
	f) End Date		
	g) Duration		
	h) Order Value		
9.	Relevant Project Experience		
	Project No X. <b><i>(Bidder needs to add rows for all the projects mentioned on the bid)</i></b> a) Name of Client b) Address c) Contact person (Name and Contact no of client) d) Project Name and brief Scope e) Start date f) End Date g) Duration h) Order Value	a. for details of experience of responding firm/project citation supported with work order / client certificate. The copy of work order shall clearly mention the scope of work. CA certificate certifying the value of work order shall be provided along with each project.  b. while providing the description of the project bidder need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.	
10.	Manpower (No. of professionals) a) Total deployed on Projects (On Roll +	Certificate from HR department of the bidder	

	Contractual + outsourced)\ b) On-Roll		
11.	Blacklisting	Self-certified letter that Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India / Govt. of Punjab / other State Govt. / Govt. Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason.	
12.	Breach of Contract	Self-certified letter that Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on bid submission date.	
13.	Name of Authorized Signatory a) Position b) Telephone c) Fax d) Mobile e) Email:	Power of attorney/Board resolution in name of authorized signatory, duly authorizing the person signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder.	

**Signature.....In**

**the capacity of.....**

**Duly authorized to sign Proposal for**

**And on behalf of.....**

**Date.....**

**Place.....**



## 10.5 Form-2C: Format for providing turn-over, profit details

(To be filled offline, signed, stamped and uploaded)

- a) The bidder will furnish information related to turnover and profit details as per table below about Bidder's operations as per the format given below. Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practicing member of Institute of Chartered Accountant of India.

Financial Details (as per audited Balance Sheet and Profit and Loss Account)										
Sr. No.	Name of Bidder	Turnover and Profit of the Bidder (Rs. in Cr.)								
		FY 2011-2012			FY 2012-2013			FY 2013-2014		
		Average of last 3 FYs								
		Turnover	Profit	(before tax)	Turnover	Profit	(before tax)	Turnover	Profit	(before tax)

## 10.6 Form-2D: Format for furnishing details regarding relevant past experience

(To be filled offline, signed, stamped and uploaded)

- a) The bidder will furnish the details of experience required for each of the assignment of the Bidder as per the format given below. Scanned signed copies of Work Orders, Contract Copies and Client Certificates that furnish the required information for all the projects must be provided.
- b) While providing the description of the projects, Bidders need to clearly mention how the projects meet the different parameters of assessment for the prequalification criteria.

Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexures, if required)
1.	Name of the Assignment	
2.	Name of Bidder who executed the project	
3.	Department / Agency for which executed (Client)	
4.	Name & contact detail of reference person for the above department/ agency (Client)	
5.	Total cost of Project (in Crores)	
6.	Total cost of the services provided	

Past Experience		
Sr. No.	Particulars	Details to be furnished (Provide Annexures, if required)
	by the respondent (in Crores)	
7.	Cost for Hardware Supply & maintenance services (in Crores)	
8.	Cost for Turn-key services (in Crores)	
9.	Copy of work order/contract agreement enclosed for the reference (Yes/No)	
10.	Assignment Start (Month & Year)	
11.	Assignment End (Month & Year)	
12.	Location	
13.	Number of manpower Deployed	
14.	Geographical coverage (No. of Locations)	
15.	Relevant Scope of the Assignment including core technology components & tools deployed, security architecture (Provide annexure if required)	
16.	Outcomes/Deliverables of the	

	Project	
17.	Detailed description of the impact and benefits of the project and sustainability of the project	

## 10.7 Form-2E: Pre-Qualification Checklist

S. No.	Eligibility Criteria	Documents to be submitted	Documents attached	Reference / Page no.
1.	RFP Document Fee	Demand Draft / Cash Receipt/Online receipt (as the case may be)		
2.	EMD	As per e-tendering process		
3.	Bid Covering Letter	As per <a href="#">Form-2</a>		
4.	General Information of the Bidder	As per Form-2B and Form-2C		
5.	Relevant Past Experience	As per Form-2D		
6.	Blacklisting	Self-Certified letter		
7.	Breach of Contract	Self-Certified letter		
8.	Power Of Attorney	Copy of Power of attorney/ Board resolution in name of authorized signatory		

## **10.8 Form-3: Format for Technical Proposal**

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### **Format for Declaration on compliance with RFP requirements**

(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

#### **The Member Secretary**

Punjab State e-Governance Society (PSeGS)  
Department of Governance Reforms, SCO 162-164,  
Sector 34-A, Chandigarh

**Ref: Request for Proposal: Third Party Auditor for PAWAN (RFP No: )**

Dear Sir/Madam

We, ----- (name of the bidder) hereby confirm our compliance to the provisions of the RFP Documents.

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

## **10.9 Form-3B: Format for undertaking to comply with technical requirement specifications**

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(To be filled offline, signed, stamped and uploaded)

Date: DD-MM-YYYY

### **The Member Secretary**

Punjab State e-Governance Society (PSeGS)

Department of Governance Reforms, SCO 162-164,

Sector 34-A, Chandigarh

**Ref: Request for Proposal: Third Party Auditor for PAWAN (RFP No: \_\_\_\_\_ )**

Dear Sir/Madam

In response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for quoting against the RFP as a \_\_\_\_\_ of M/s \_\_\_\_\_, I/ We hereby declare that our Company \_\_\_\_\_ confirm to meet with all the technical requirement and scope of work for proposed project as specified in this RFP. We also confirm to provide any additional services in the system not specifically mentioned in RFP **but which will be agreed during Project Study.**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2015

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

#### **10.10 Form-3C: Format for Risk Assessment and its mitigation Plan**

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Project Risk Assessment & Mitigation Plan		
S. No.	Risks associated with the Project	Mitigation Plan



### 10.11 Form-3D: Technical Proposal Checklist

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Strategy for Implementation of Project	Certificate Document/ Note Covering all requirements as Mentioned	Yes/No	
2.	Operational methodology	Document/ Note covering all requirements as mentioned	Yes/No	
3.	Plan for meeting the SLA norms	Document/ Note covering all requirements as mentioned	Yes/No	
4.	Highlight the associated risks / problems and plans for mitigation	Form-3C	Yes/No	
5.	Quality Assurance Plan of Manpower, Service Delivery etc.	Document/Note Covering all requirements as mentioned	Yes/No	
10.	Declaration with Requirement	Form-3	Yes/No	

	of RFP equirements			
11.	Undertaking to comply with Technical requirement specification	Form-3B	Yes/No	

## 10.12 Form-3E: Adequacy and Quality of Resources proposed for Deployment

Bidders are required to provide the profiles of Recourses mentioned in Technical Evaluation.

1. Senior Consultant.
2. Consultant.

as per format given below. Use separate sheet for each citation. Each citation should be signed by the respective staff themselves or by authorized signatory

### Compliance sheet:

Sr.No.	Resource Category	Name	Resume Provided (Y/N)	Ref & Page No
1.				
2.				
3.				

### Resume Specimen. :

Name:		Photograph
Age & Date of Birth:		
Present Designation:		
Nationality:		
Languages Known:		

Educational Qualification(s)	
Name Of the Institute	
Relevant Professional Qualification along with name of the Institute	
Certification(s) along with name of the Issuing agency/ Institute	
Membership of any relevant organization/ associations	
Relevant Training(s) undertaken	
Total experience (No of Years)	
Experience as Team Leader/ Project Manager	
Relevant experience (No of Years)	
No. of years with the Bidder	
Employment Record (starting from present	

employment & designation and in reverse order with details of Dates, roles & responsibilities, achievements etc.)		
Proposed position for this project		
Past Relevant Projects experience relevant to this project detail:- (Provide all the projects as per Technical Evaluation Criteria)		
Name of Project		
Duration: From:	To:	Position Held:
Client Name & Address		
Main Project Features		
Responsibility		

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

**Signature**

**Full Name**

**In the capacity of**

**Duly authorised to sign Bid for and on behalf of**

**Date.....**

**Place.....**

[\*: Strike off whichever is not applicable]

### **10.13 Form-3F: Approach &Methodology**

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Based on the broad areas of work outlined in the RFP and bidder's own experiences, bidders are required to provide details in the form of Power-point Presentation

<b>Sr. No.</b>	<b>Understanding the objectives of the assignment</b>	<b>Approximate time for presentation (In Minutes)</b>
1.	I. Proposed Solution II. Understanding of Project along with Proposed Approach and methodology III. Information Security Plan IV. Training& Help Desk support	25

Assessment to be based on a note covering all requirements as mentioned in Presentation & Information submitted by Bidder before the Committee

**Signature**

**Full Name**

**In the capacity of**

**Duly authorised to sign Bid for and on behalf of**

**Date.....**

**Place.....**

[\*: Strike off whichever is not applicable]

#### 10.14 Form 4: Commercial Bid Format-Summary of Costs

Bid Reference No. :

**A. Commercial Bid for PAWAN Project:**

Sr. No	Particulars	Total Cost (INR)	Taxes (INR)	Total Cost per annum
		A	B	C= A + B
A1	TPA services cost for PAWAN Project per annum (INR)			
A2	Total Commercial Bid Value for PAWAN Project for six (06) years (INR): (A1 * 6)			
	Total Commercial Bid Value for PAWAN Project for six (06) years (in words):			

**B. Commercial Bid for IFMS/IWDMS Project:**

Sr. No	Particulars	Total Cost (INR)	Taxes (INR)	Total Cost per annum
		A	B	C= A + B
B1	TPA services cost for IFMS/IWDMS per annum (INR)			
B2	Total Commercial Bid Value for IFMS/IWDMS for six (06) years (INR): (B1 * 6)			
	Total Commercial Bid Value for IFMS/IWDMS for six (06) years (in words):			

**C. Final Commercial Bid**

Sr. No	Particulars	Total Cost (INR)	Taxes (INR)	Total Cost per annum
		A	B	C= A + B
1.	Total Commercial Bid Value for PAWAN for six (06) years (INR)-----A2			
2.	Total Commercial Bid Value for IFMS/IWDMS for six (06) years (INR): -----B2			
3.	Final Total Commercial Bid Value for six (06) years (in INR): [A2+B2]			
4.	Final Total Commercial Bid Value for six (06) years (in words):			

**D. Unit cost**

Sr. No	Particulars	Total Cost (INR)	Taxes (INR)	Total Cost per annum
		A	B	C= A + B
D1.	Senior Consultant cost per annum (INR):			
D2.	Consultant cost per annum (INR):			
D3.	Cost of conducting security audit at PAWAN State Network per audit (INR):			
D4.	Cost of conducting security audit at IFMS/IWDMS data centre per audit (INR):			

*\* above unit prices as per table D is for reference purpose and will not be used in commercial bid evaluation.*

**Note:**

- Final evaluation shall be done on the basis of Final Total Commercial Bid Value.*
- Figures mentioned in financial proposal should match with the below mentioned details of financial bid i.e. sub-total under the detail of Financial bid in the below mentioned sections should be in agreement with the above financial Proposal summary.*
- Total cost quoted above is an all-inclusive figure i.e. out-of pocket, Installation & commissioning, expenses, traveling, boarding, lodging and other operating cost etc.*

4. *No cost other than quoted above shall be claimed & paid separately.*
5. *Commercial evaluation shall be done on Final Total Commercial bid value*
6. *The rates of manpower shall also be referred for calculation of any contract extension or penalty imposition during contractual period, if needed. Quoted rates shall be used on pro-rata basis.*
7. *The Item(s) quantities mentioned above may be changed during the duration of contract. However, the payment shall be made on actual basis.*
8. *All cost should be in Indian National Rupees.*

**Signature**

**Full Name**  
**In the capacity of**  
**Duly authorised to sign Bid for and on behalf of**

**Date.....**

**Place.....**

[\*: Strike off whichever is not applicable]



### **10.15 Form-5: Format for Performance Bank Guarantee (PBG)**

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#### **UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE**

Bank Guarantee No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Issuer of Bank Guarantee: \_\_\_\_\_ (Name of the Bank)

\_\_\_\_\_

\_\_\_\_\_

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

*Punjab State e-Governance Society (PSeGS), Department of Governance Reforms, SCO 162-164, Sector:34-A, Chandigarh*

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

In pursuance of clause 5.4 of the Volume II of the Request for Proposal Document dated \_\_\_\_ (hereinafter referred to as the "RFP" inclusive of Agreement) for "Selection of Third Party Operator for Punjab State Wide Area Network (PAWAN) and IFMS/IWDMS" (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and the PSeGS and is not dependent upon execution or performance of any Agreement between \_\_\_\_\_ and \_\_\_\_\_ (name of the Supplier).

Operative part of the Bank Guarantee:

1. At the request of the \_\_\_\_ (name & address of the bidder), we \_\_\_\_\_, \_\_\_\_\_ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the PSeGS i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs- \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), such sum being payable by us to the PSeGS immediately upon receipt of first written demand from the PSeGS.
2. We unconditionally and irrevocably undertake to pay to the PSeGS on an immediate basis, upon receipt of first written demand from the PSeGS and without any cavil or argument or delaying tactics or reference by us to the Supplier and without any need for the PSeGS to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Supplier to repay the amount of \_\_\_\_\_ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We hereby waive the necessity of the PSeGS demanding the said amount from the Supplier prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PSeGS that the PSeGS shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Service Center Operator, which are recoverable by the PSeGS by invocation of this Guarantee.
5. This Guarantee will not be discharged due to a change in the constitution of the Bank or the Supplier. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the PSeGS.

6. We unconditionally and irrevocably undertake to pay to the PSeGS, any amount so demanded not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), notwithstanding any dispute or disputes raised by the Supplier or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the PSeGS, shall be a valid discharge of our liability for payment under this Guarantee and the Supplier shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ .  
Notwithstanding any contained herein:
1. Our liability under this Bank Guarantee shall not exceed Indian Rs. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_ (Date of Submission of the Bid) to \_\_\_\_\_ (one year after completion of Term of the Agreement for appointment).

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Punjab State e-Governance Society (PSeGS), serves upon us a written claim or demand on or before end of validity period of this Guarantee.

\_\_\_\_\_

Authorized Signatory For Bank