



Tender for selection of Third Party Auditor for Punjab State Data Centre

Reference number: DGRPG/PSDC_TPA/2024/3

Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot No. D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

Table of Contents

1	Notice inviting tender.....	3
2	Document control sheet	4
3	Definitions	5
4	Introduction	6
5	Instructions to Bidders.....	7
	5.1 Eligibility / pre-qualification criteria	7
	5.2 Technical bids evaluation	9
	5.3 Earnest Money Deposit (EMD).....	12
	5.4 Clarification on tender document.....	13
	5.5 Preparation of bid.....	13
	5.6 Deviations	14
	5.7 Validity of bids.....	14
	5.8 Amendment to the tender document	15
	5.9 Bid opening.....	15
	5.10 Bid evaluation process	15
	5.11 Financial bids evaluation	16
	5.12 Disqualifications	17
	5.13 Issue of Letter of Intent (LoI)	18
	5.14 Performance security	18
	5.15 Signing of Contract.....	19
6	Scope of Work	19
7	Contract period	28
8	Payment Terms.....	29
	8.1 General	29
	8.2 Prices	30
9.	SLA and Liquidated Damages	30
10.	General Contract Conditions.....	33
11.	Covering Letter	38
12.	Financial Bid Form	41
13.	Format for Undertaking	41
14.	Format for Performance Bank Guarantee	42

1 Notice inviting tender

Government of Punjab

Tender Reference Number: DGRPG/PSDC_TPA/2024/3

DGRPG (Department of Governance Reforms and Public Grievances) invites online bids for selection of Third Party Auditor (TPA) for PSDC.

Closing date and time is 24.09.2024 at 11.00 AM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2 Document control sheet

SN	Particular	Details
1	Document reference number	DGRPG/PSDC_TPA/2024/3
2	Date & time for the start of sale of e-tender	09-09-2024 at 2:00 PM
3	Last date and time for submission of queries through email	12-09-2024 upto 02:30 PM (No queries will be entertained after the above mentioned date/time)
4	Date and time for pre-bid meeting	12-09-2024 at 03:00 PM Pre-bid meeting will be held through online mode at following link: - https://dgrpunjab.webex.com/dgrpunjab/j.php?MTID=m138efb1ed51e212e2d3ce9584b5b04ab Meeting number: 2510 755 9527 Password: 12345
5	Date and time for submission of bids	24-09-2024 upto 11:00 AM
6	Date and time of opening of pre-qualification bids	24-09-2024 at 04:00 PM
7	Date of opening of financial bids	To be intimated later
8	Address for communication	Department of Governance Reforms and Public Grievances, Plot no.: D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071
9	Cost of tender document & mode of payment	Rs. 5,000/- (Rs. Five Thousand Only) through online mode.
10	Earnest Money Deposit (EMD) through online mode	Rs. 4,00,000/- (Rs. Four Lakh Only)
11	Contact details	Sh. Saroj Pandey, Sr. Consultant Mobile: +91 9650278118 Sh. Manuj Syal, System Manager Mobile: +91 9888078208 Email: sdc.hosting@punjab.gov.in
12	Website for tender reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

Note: All corrigendum / addendums / clarifications regarding this tender shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3 Definitions

- 3.1 Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:
- 3.1.1 “**Bid**” means proposal submitted by bidders in response to this tender issued by DGRPG for selection of “Service Provider”.
 - 3.1.2 “**Bidder**” means business entity who submits bid in response to this tender.
 - 3.1.3 “**Capex**” refers to Capital Expenditure.
 - 3.1.4 “**Committee**” means the committee constituted by DGRPG for evaluation of bids.
 - 3.1.5 “**Contract**” refers to the contract entered between DGRPG and the Service Provider.
 - 3.1.6 “**DGRPG/Client**” means Department of Governance Reforms and Public Grievances, Punjab.
 - 3.1.7 “**Day**” or “**Days**” means a calendar day or days of 24 hours each.
 - 3.1.8 “**DCO**” refers to Punjab State Data Center Operator.
 - 3.1.9 “**EMD**” means “Earnest Money Deposit”.
 - 3.1.10 “**Opex**” refers to Operational Expenditure.
 - 3.1.11 “**PBG**” means “Performance Bank Guarantee”.
 - 3.1.12 “**PSDC**” refers to “Punjab State Data Center” located at Plot no.: D-241, Industrial Area, Phase - 8B, Sector - 74, Mohali – 160071.
 - 3.1.13 “**SLA**” refers to “Service Level Agreement”.
 - 3.1.14 “**TPA**” means “Third Party Auditor” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender.

4 Introduction

- 4.1.1 Punjab State Data Centre (PSDC) project was envisaged under National e-Governance Plan (NeGP) to act as a Central Repository of data & applications for the State.
- 4.1.2 PSDC host e-Governance initiatives / applications and facilitate web-enabled Anytime, Anywhere access. Punjab State Data Centre was conceptualized with the objective of providing a common enabling infrastructure to the State to cater to State's e-governance applications hosting requirements of the entire state government and its departments.
- 4.1.3 PSDC has enabled various State departments to host their services / applications on a common infrastructure leading to ease of integration and efficient management, ensuring that computing resources and the support connectivity infrastructure are adequately and optimally used.
- 4.1.4 PSDC includes compute infrastructure, storage infrastructure, network, web applications and security infrastructure. Some of the e-governance applications hosted in SDC include e-Office, HRMS, e-Sewa, CCTNS, etc.
- 4.1.5 Through this tender document, potential bidders are invited to act as TPA for PSDC as per Scope of Work defined in clause no.: 6.

5 Instructions to Bidders

5.1 Eligibility / pre-qualification criteria

5.1.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. technical and financial bid evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.1.2 The eligibility criteria are given as below: -

SN	Qualification Criteria	Documents/ Information to be provided
1	The Bidder should be either: - <ul style="list-style-type: none">• A company registered under the Indian Companies Act, 2013 / 1956 OR• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR• A partnership firm registered under the Indian Partnership Act, 1932	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2	Bidder should be empaneled by CERT-IN of MeitY, Gol for carrying out security audit.	Certificate / letter of empanelment of agencies.
3	Bidder must have successfully completed minimum 2 projects as TPA in any Data Centre in India during the last five years ending 31.03.2024 with minimum value of the work order of Rs. 50 lakhs. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered.	Work Order / Contract Agreement confirming year, cost, area of activity and other parameters sought in the qualification criteria. Proof of completion of work / satisfactory certificate / proof of payment from CA is to be submitted along with work orders. Ongoing Projects with minimum 1 years of operations can also be considered. Proof of

Tender for selection of TPA for PSDC

		completion of work/satisfactory certificate/proof of payment from CA is to be submitted along with work orders.
4	The bidder should have experience in security audit / network audit / ISO compliance audit of at least 5 Data Centre projects in India. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered.	Work Order / Contract Agreement.
5	The bidder should have positive net worth and average annual turnover of more than Rs. 10 crores for any three of the last five financial years reported i.e. till FY 2022-23.	<ul style="list-style-type: none"> ● Chartered Accountant Certificate for Net-worth & turnover of the company. ● Chartered Accountant certified Profit & Loss / Audited Balance Sheet.
6	The bidder should have a team of professionals with a minimum of 3 resources in each category: - i. CISA/CISM/CISSP ii. CEH/ECSA iii. ISO 27001- Lead Auditor/Lead Implementer iv. ITIL v. PMP/PRINCE 2	Copy of Certificate from HR.
7	The bidder should have a minimum 50 technically qualified personnel in the areas of IT Consultancy, IT infrastructure Audit, IT security, Compliance Audit, ISO and Program/Project Management.	Declaration on availability of 50 technically qualified personnel.
8	Blacklisting Self Declaration - The bidder shall submit an undertaking of not being blacklisted, insolvent and convicted of any criminal offense as on bid submission date.	Self-Certified letter as per declaration format placed at clause no.: 13.
9	The bidder should have a registered number of following: - <ul style="list-style-type: none"> ● PAN ● GST 	Copy of PAN card and copy of all valid certificates.

10	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Power of Attorney OR Authorization letter.
11	Pre-Qualification checklist along with reference page and submitted documents.	A checklist in the same format & same sequence of PQ section of the tender with attached submitted documents and its page number reference for validation.

Note:

- All the above mentioned documents have to be scanned and uploaded.
- Multiple work orders issued for the same project / Data Centre in continuity can be considered as single work.

5.2 Technical bids evaluation

5.2.1 The following criteria shall be used to evaluate the technical bids.

SN	Technical Qualification Criteria	Max Marks	Documents to be submitted
TQ 1	Average annual turnover of bidder in India for any three of last five financial years reported i.e. till FY 2022-23 <ul style="list-style-type: none"> ▪ Above 100 Crores: 20 Marks ▪ >50 Crores & <=100 Crores: 15 Marks ▪ >=10 Crores & <=50 Crores: 10 Marks 	20	Balance Sheet / Profit & Loss statement / CA Certificate
TQ 2	Successful completion of project as TPA in any Data Center in government (departments/ boards/ corporations/ PSUs/ Societies) or Large reputed Enterprise in the last 10 years as on 31.03.2024 with minimum value of Rs. 50 lakhs for each project. 5 marks for each project subject to a maximum of 20 marks.	20	Work orders/ documents confirming year, cost, location(s), area of activity, rack capacity and other parameters sought in the qualification criteria. Any other relevant

Tender for selection of TPA for PSDC

SN	Technical Qualification Criteria	Max Marks	Documents to be submitted
			documents for costing of each work are also acceptable. Ongoing Projects with minimum 1 years of operations can also be considered. Proof of completion of work/satisfactory certificate is to be submitted along with work orders.
TQ 3	Total number of Certified Professionals with a minimum of 3 resources in each category i. CISA/CISM/CISSP ii. CEH/ECSA iii. ISO 27001- Lead Auditor/Lead Implementer iv. ITIL v. PMP/PRINCE 2 a. >= 30 professionals – 20 Marks b. >= 20 professionals – 14 Marks c. >= 10 professionals – 7 Marks	20	Declaration from HR / Authorized Signatory along with copies of Professional certifications/Confirmation from certifying authority on obtaining accreditation/exam result
TQ 4	Valid Certifications of the Bidder a. ISO 27001 - 5 Marks b. ISO 9001 - 5 Marks	10	Proof of relevant certification (except self-declaration)
TQ 5	NICSI (Tier I) / NeGD (category – A) empaneled consulting firm.	10	Certificate / letter of empanelment.

SN	Technical Qualification Criteria	Max Marks	Documents to be submitted
TQ 6	<p>Adequacy and quality of resources proposed for deployment: -</p> <p>i. Senior Auditor / Senior Consultant: Minimum 5 years' relevant experience of auditing / consulting with minimum of 2 certifications (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).</p> <p>1 marks for each additional year of experience (over & above the minimum of 5 years' experience) subject to a maximum of 5 marks.</p> <p>1 marks for each additional certification (over & above the minimum of 2 certifications) from the above mentioned certifications subject to a maximum of 5 marks.</p> <p>ii. Auditor / Consultant: Minimum 3 years' relevant experience of auditing / consulting with minimum of 1 certification (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).</p> <p>2 marks for each additional year of experience (over & above the minimum of 3 years' experience) subject to a maximum of 6 marks.</p> <p>1 marks for each additional certification (over & above the minimum of 1 certifications) from the above mentioned certifications subject to a maximum of 4 marks.</p>	20	<p>Declaration from HR / Authorized Signatory along with copies of certifications and experience of resources deployed.</p>

Note -

- *Bidder requires a minimum total score of 75 in the technical bid evaluation to be eligible to proceed for financial bid evaluation.*
- *Multiple work orders issued for the same project / Data Centre in continuity can be considered as single work.*
- *Experience & certification of the resource claimed by the bidder in the technical evaluation would be treated as minimum criteria in case of resource replacement and TPA to deploy a resource with same or higher qualification, experience & certifications.*

5.3 Earnest Money Deposit (EMD)

- 5.3.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 5.3.2 EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 5.3.3 EMD of all unsuccessful bidders would be refunded by DGRPG as promptly as possible after signing of the agreement with the successful bidder.
- 5.3.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 5.3.5 The EMD will be forfeited on account of one or more of the following reasons: -
- 5.3.5.1 Bidder withdraws its bid during the validity period specified in the tender.
 - 5.3.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 5.3.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

5.3.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

5.4 Clarification on tender document

5.4.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	Tender Clause No.	Page No.	Tender Clause detail	Amendment Sought / Suggestion	Justification

5.5 Preparation of bid

5.5.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.

5.5.2 Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.

5.5.3 The bid shall be uploaded on the "www.eproc.punjab.gov.in" website by the bidder or duly authorized person(s) to bind the bidder to the contract.

5.5.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.

5.5.5 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.

- 5.5.6 The bids submitted by a consortium of companies/firms or any subcontractors will be rejected.
- 5.5.7 All correspondences between the bidders and DGRPG shall be written in the English language.
- 5.5.8 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by DGRPG on the basis of this tender.
- 5.5.9 Failure to comply with the below requirements shall lead to the bid rejection: -
 - 5.5.9.1 Comply with all requirements as set out within this tender.
 - 5.5.9.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 5.5.9.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

5.6 Deviations

- 5.6.1 Bids submitted with any deviations to the contents of the tender document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

5.7 Validity of bids

- 5.7.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. DGRPG reserves the right to reject a proposal valid for a shorter period.
- 5.7.2 If required, DGRPG may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the

Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

5.7.3 DGRPG reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.7.4 DGRPG may, at its own discretion, extend the date for submission of proposals.

5.8 Amendment to the tender document

5.8.1 Amendments / corrigendum's / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

5.8.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, DGRPG, at its discretion, may extend the last date for the receipt of bids.

5.9 Bid opening

5.9.1 DGRPG will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.

5.9.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

5.10 Bid evaluation process

- 5.10.1 The bid evaluation will be carried out in a three stage process as under:
- 5.10.1.1 Pre-qualification / eligibility evaluation (as per clause 5.1)
 - 5.10.1.2 Technical Bid Evaluation (as per clause 5.2)
 - 5.10.1.3 Financial Bid Evaluation
- 5.10.2 During the process of evaluation of the bids, DGRPG may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.
- 5.10.3 The bids will be evaluated on Least Cost Based Selection method.

5.11 Financial bids evaluation

- 5.11.1 Financial bids would be opened for only those bidders who clear the eligibility / pre-qualification criteria and have a minimum total score of 75 in the technical bid evaluation.
- 5.11.2 The bidder needs to quote the rate inclusive of all taxes as per financial bid format at clause no.: 12.
- 5.11.3 The price quoted as indicated in the financial proposal shall be treated as final.
- 5.11.4 The bids will be evaluated on the Least Cost Based Selection method. The lowest bid shall be declared as most responsive bidder (L1).
- 5.11.5 In case of a tie, the bidder having the highest technical score (T) among such bidders will be considered.
- 5.11.6 In case of a tie of the technical score, the bidder having the highest annual turnover in the last financial year FY 2023-24 shall be declared as the L1 or the successful bidder.
- 5.11.7 If the L1 bidder is unable to provide the services in full or in part, the work order with the L1 bidder shall be canceled, the EMD and / or Performance Security of the L1 bidder shall be forfeited and the Client

reserves the right to take appropriate action against the Service Provider.

5.11.8 Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.

5.11.9 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

5.11.10 The bidders quoting zero or negative charges in the financial bid will be treated as non-responsive and their EMD shall be forfeited.

5.11.11 Errors & Rectification:

5.11.11.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.

5.11.11.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

5.12 Disqualifications

5.12.1 DGRPG may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has: -

5.12.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.

5.12.1.2 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.

5.12.1.3 Failed to provide clarifications related thereto, when sought;

5.12.1.4 Submitted more than one bid (directly / indirectly);

5.12.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.

- 5.12.1.6 Submitted a bid with price adjustment/variation provision.
- 5.12.1.7 Documents are not submitted as specified in the tender document.
- 5.12.1.8 Suppressed any details related to bid.
- 5.12.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 5.12.1.10 Not submitted documents as requested in the checklist.
- 5.12.1.11 Submitted bid with lesser validity period.
- 5.12.1.12 Any non-adherence/non-compliance to applicable tender content.

5.13 Issue of Letter of Intent (LoI)

- 5.13.1 DGRPG will issue a Letter of Intent (LoI) to notify the successful bidder in writing about acceptance of their bid. The LoI will constitute the formation of the contract after submission of performance security to DGRPG by the successful bidder.

5.14 Performance security

- 5.14.1 As soon as possible, but not more than 20 days after the issue of Letter of Intent (LoI), the successful bidder shall furnish performance security @10% of the contract value to DGRPG which will be valid for a period of 180 days beyond the expiry of the contract. Whenever the contract is extended, the service provider will have to extend the validity of performance security proportionately.
- 5.14.2 In case the successful bidder fails to submit performance security within the time stipulated, DGRPG at its discretion may cancel the Letter of Intent (LoI) to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 5.14.3 The Service Provider will not be entitled for any interest on the performance security submitted.

5.14.4 DGRPG shall forfeit the performance security in full or in part in the following cases:

5.14.4.1 When the terms and conditions of contract are breached/ infringed and are not cured within a period of 1 month from the date of notice.

5.14.4.2 When a contract is being terminated due to non-performance of the Service Provider.

5.14.4.3 The DGRPG incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.14.4.4 When the PBG is pending to be renewed and the validity is not renewed one month before the expiry of the PBG.

5.15 Signing of Contract

5.15.1 The successful bidder will sign the contract with DGRPG within 20 days of issue of Letter of Intent (LoI) subject to submission of performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

6 Scope of Work

6.1. The core objective of TPA is to provide objective confirmation / verification and audit services designed to monitor and the conformance by the operator and add value to improve the PSDC. It helps the State accomplish the State Data Centre by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes.

6.2. The third party audit agency (TPA) will audit the operations and management, security and compliance with standards and processes of the Punjab State Data Centre. The audit report prepared by TPA shall form the basis for payments to the Data Centre Operator during the operation phase.

6.3. Service provider would need to:

- 6.3.1. Study the SDC tender and the contract signed between the DGRPG and DCO for Operation and Management to understand its offering, value add and SLA commitments.
- 6.3.2. Study the SDC policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the data center.
- 6.3.3. Study the network architecture & design and the services envisaged for PSDC.
- 6.3.4. Understand the roles and responsibilities of various stakeholders such as DGRPG, Data Centre Operator, user departments etc.
- 6.3.5. Review communication process and study the SLA's between different stakeholders.
- 6.3.6. Review of the escalation mechanisms being followed to resolve any issues between the DGRPG and DCO.
- 6.4. Audit of the following activities, but not limited to, has to be performed by the selected Third Party Auditor (TPA):
 - 6.4.1. Audit framework design
 - 6.4.2. State Data Centre IT Infrastructure Audit (Servers, Routers, Switches, Firewalls, IPS, IDS, etc.) deployed in State Data Centre.
 - 6.4.3. Operations and Management Process and Control Audit
 - 6.4.4. SLA Monitoring Audit
 - 6.4.5. Upgradation audit
 - 6.4.6. Security and Compliance audit
 - 6.4.7. Exit Process Support
 - 6.4.8. Disaster Recovery (DR) audit
 - 6.4.9. SLA audit of previous quarters

6.5. Audit framework design

- 6.5.1. To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with DGRPG and would need to study the contract signed between Data

Centre Operator and DGRPG to understand its offering and SLA commitments. After its study, the TPA would: -

- 6.5.1.1. Create Audit framework, Audit plan, related procedures for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations.
- 6.5.1.2. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
- 6.5.1.3. Prepare annual audit plan including stated audit areas and controls.
- 6.5.1.4. Audit and Assessment Framework for specified audit areas incorporating following but not limited to:
 - 6.5.1.4.1 Audit Assessment parameters based on ISO 20000, ISO 27000, ITIL Standards, State policies and guidelines.
 - 6.5.1.4.2 Tabulation of measurable parameters for SLA Audit.
 - 6.5.1.4.3 Ensure mapping of the SLA conditions and limits onto EMS.
 - 6.5.1.4.4 Review of processes of interaction between DCO, State and User departments. Template for reports to be submitted by the SDC Operator to TPA on a regular basis.
 - 6.5.1.4.5 Also make sure that EMS reports are not modified.

6.6. State Data Centre IT Infrastructure Audit

- 6.6.1. TPA shall undertake audit for physical and IT infrastructure including verification of completeness of inventory and asset bill of material for the State Data Centre.
- 6.6.2. TPA would define and audit the control points for inventory audit at the Punjab State Data Centre.

- 6.6.3. TPA shall appraise DGRPG about the health of the components through reports indicating the capacity utilization and corresponding scalability requirements.
- 6.6.4. TPA shall audit the consumables within the SDC such as Electricity, Diesel, Bandwidth cost etc.
- 6.6.5. Effective utilization of licenses and their future procurement etc.
- 6.6.6. TPA shall include audit of DCO's recommendations to DGRPG for capacity planning and upgrades as per the requirements of PSDC.
- 6.6.7. TPA audit shall also cover obsolescence of the physical & IT infrastructure. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade / refresh of infrastructure components and plan for disposal of obsolete infrastructure components.
- 6.6.8. TPA to provide support for upgradation of IT infrastructure for PSDC.
- 6.6.9. TPA shall be responsible for time to time verification of newly purchased (on notification to TPA from DGRPG) IT hardware and software products for PSDC. TPA shall submit the verification report with their observation and recommendation to DGRPG within 7 days from the date all data provided to TPA for verification.
- 6.6.10. TPA to provide support in expansion of PSDC as and when required by the Department.
- 6.6.11. TPA shall use industry recognized tools to scan the network of SDC to determine problem areas of network and prepare a comprehensive report detailing overall health and design of network.
- 6.6.12. TPA shall perform configuration audit of networking equipment's installed in the data Centre like Firewall, Router, IPS/IDS, switch etc. and provide recommendations to DGRPG for performance improvement.
- 6.6.13. TPA shall perform network optimization assessment focused on "Pain point's" communicated by DGRPG.

6.7. Operations & Management Process and Control Audit

- 6.7.1. The TPA would audit the overall Physical and IT infrastructure management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre and audit of the Helpdesk provided by DCO and provide recommendations to DGRPG.
- 6.7.2. It would review and analyze the services provided through SDC and its delivery mechanisms to different line departments & post analysis of the same, would submit a report with recommendations to DGRPG. It would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for SDC operation and maintenance.
- 6.7.3. Audit the capacity & utilization plan developed by the Data Centre Operator (DCO) and identify gaps.
- 6.7.4. Audit the exit process for the DCO with keeping the transition processes and timelines in mind.
- 6.7.5. Audit report including but not limited to following checkpoints related to processes followed by the DCO for its Data Centre Management deliverables:
 - 6.7.5.1 Data Centre Management team, skills, facility management services, change management procedures, IT Infrastructure operations – hardware, software and FMS, Electricity and Diesel consumption, backup procedures, antivirus measures, trainings, network and security administration, performance monitoring, capacity utilization, web security, documentation related to applications hosted from various departments etc.
- 6.7.6 TPA would also audit the process & controls followed by the DCO in order to ensure smooth & seamless integration of SDC with other projects.

6.8. SLA Monitoring Audit

- 6.8.1. The TPA would perform SLA audit every quarter to review and monitor the performance with reference to the SLA including audit the services (such as call resolution etc.) and overall uptime of data centre. Subsequently, TPA would carry out the following tasks:
- 6.8.1.1. TPA to perform the SLA audit quarterly for the O&M services provided by the DCO as per the contract signed between DGRPG and DCO.
 - 6.8.1.2. TPA shall check and verify the AMC documents for the respective asset installed or available at the SDC.
 - 6.8.1.3. TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the EMS/BMS being used to monitor the services. TPA shall collate the results in a report and submit to DGRPG.
 - 6.8.1.4. TPA shall also review the configuration/deployment parameters of the EMS/BMS against the configuration report.
 - 6.8.1.5. TPA shall pro-actively convey to the stakeholders any concerns based on the configuration of or information generated through EMS/BMS.
 - 6.8.1.6. TPA shall review the SLA performance and calculate appropriate liquidated damages in line with the agreed SLAs and contract terms & conditions.
 - 6.8.1.7. TPA audit would also verify the parameters of the SLA, which cannot be monitored using BMS/EMS.
 - 6.8.1.8. Helpdesk must be implemented in line with ITIL leading practices for service delivery and must necessarily be integrated with the EMS for ensuring 360° functionality including monitoring and managing.
 - 6.8.1.9. TPA shall conduct audit of helpdesk procedures and different methods of complaint registrations (contact

number, email communication, helpdesk portal or any other) established by DCO and submit a Quarterly Report with recommendations to DGRPG.

6.8.1.10. TPA shall analyze the complaint registers/reports from the helpdesk system maintained by DCO and their action along with time of call closure. The TPA shall verify the call closures at random from the users (20 users per month) regarding the complaint handling experience. Following reports but not limited to shall be provided: -

6.8.1.10.1 Complaint statistics including but not limited to
Number of calls registered during the reporting period, Call closure time, Status of each call.

6.8.1.10.2 Complaints related to mail services.

6.9. Upgradation audit and Final Acceptance Test of the upgraded Data Centre

6.9.1. DCO is to upgrade PSDC as per the scope in the contract signed between DGRPG & DCO. TPA shall check that the work done / items supplied & installed are as per the contract and report any deviations.

6.9.2. TPA shall oversee the final acceptance of the upgraded Data Centre and recommend DGRPG for issuance of FAT certificate to DCO.

6.9.3. TPA shall check whether the SLAs related to upgradation of PSDC were complied with by the DCO and compute liquidated damages for SLA non-compliance.

6.10. Security and Compliance Audit

6.10.1. TPA shall perform security audit of the SDC as per ISO 27001 framework and also as per the orders/guidelines issued by the Central/State Government, Cert-In/ MeitY, review the information security policy, and provide recommendations to DGRPG so as to ensure integrity, confidentiality and availability of information and resources.

- 6.10.2. TPA would review the security measures followed by the Data Centre Operator and provide report with their compliance status, vulnerabilities if any.
- 6.10.3. The TPA shall provide recommendations to DGRPG regarding the expiry of security audit compliance certificates of applications hosted at PSDC, one month before expiry of such certificates.
- 6.10.4. TPA shall conduct the vulnerability assessment & penetration testing on the SDC Physical IT Infrastructure and share the results with DGRPG. The final report with Executive Summary should include: Identification of vulnerabilities, Evaluation of potential risks, Prioritization of risks. VA/PT tools should be non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by DGRPG before deployment.
- 6.10.5. TPA shall conduct Third Party Audit of ISMS as per the requirements of ISO 27001.

6.11. Exit Process Support

- 6.11.1. The objective is to ensure preparedness of DGRPG at all the time for any eventuality resulting in termination of contract with DCO or in case of expiry of the contract. TPA audit includes support/advice in the event of exit of the data center operator. The agency would:
 - 6.11.1.1. Review the exit process as per the contract.
 - 6.11.1.2. Advise DGRPG on documentation, process and procedures necessary for taking over the SDC from the operator.
 - 6.11.1.3. Provide advisory support during the transition period from the current operator to the new operator.
 - 6.11.1.4. Support for smooth transition from existing DCO to newly identified DCO.

6.12. Disaster Recovery (DR) Audit

- 6.12.1 TPA to perform audit of DR services as per the DR contract signed between DGRPG and DR Service provider.
- 6.12.2 TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the web dashboard used to monitor the DR services. TPA shall collate the results in a report and submit to DGRPG.
- 6.12.3 TPA shall pro-actively convey to the stakeholders any concerns based on the configuration of or information generated in web dashboard.
- 6.12.4 TPA shall review the SLA performance and compute liquidated damages for SLA non-compliance in line with the agreed SLAs and terms & conditions of the contract signed between DGRPG and DR Service provider.
- 6.12.5 TPA audit would also verify the parameters of the SLA, which cannot be monitored using web dashboard.
- 6.12.6 TPA shall conduct in-depth analysis of the clauses of the DR RFP/contract regarding business continuity and disaster recovery of the project and submit a report duly mentioning the deliverables of the service provider with respect to business continuity and disaster recovery.
- 6.12.7 TPA will verify the preparedness for any disaster and its recovery plan as per provisions of DR RFP/contract. TPA will verify the Documents, DR Drills, Backups and its restoration at DR site as per provisions of DR RFP/Contract and submit report half yearly.

6.13. SLA audit of previous quarters

- 6.13.1 TPA shall conduct SLA audit of PSDC for 3 previous quarters i.e. from 01.10.2023 till 02.07.2024.
- 6.13.2 TPA shall review the SLA performance and calculate appropriate liquidated damages in line with the agreed SLAs and terms & conditions of the contract signed with previous DCO.

6.13.3 Archived / stored data for the required period will be provided by previous Data Center Operator (DCO) – M/s SDSL.

6.14. Resource Requirement

6.14.1 TPA shall deploy two onsite, on-rolls & dedicated resources as mentioned below: -

6.14.1.1 Senior Auditor / Senior Consultant: Minimum 5 years' relevant experience of auditing / consulting and minimum of 2 certifications (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).

6.14.1.2 Auditor / Consultant: Minimum 3 years' relevant experience of auditing / consulting and minimum of 1 certification (ISO 27001 /CISA /ISO 22301 /ITIL v3 Foundation /Six Sigma Black Belt / ISO 20000/ CEH).

6.14.2 Experience & certification of the resources claimed by the bidder in the technical evaluation over and above the criteria mentioned at clause 6.14.1 above would be treated as minimum criteria. In case of any alternative arrangement during operation, TPA shall deploy a resource with same or higher experience & certification(s) within a week. Replacement is to be done post taking approval of the profile of the new resource from DGRPG.

6.14.3 Additional onsite / offsite resources may be deployed as deemed fit by the vendor for smooth execution of the project within timelines.

6.14.4 Deployed resources to mark their attendance in the system provided by DGRPG.

7 Contract period

7.1 The contract shall be valid for a period of 5 years and 6 months from the date of signing of contract. If the services of the Service Provider are found satisfactory, DGRPG may extend the contract on the same prices for an additional period of 1 year at a time by mutual consent on the same terms & conditions.

8 Payment Terms

8.1 General

- 8.1.1 Payment to the Service Provider shall be made in Indian Rupees through NEFT / RTGS.
- 8.1.2 Payments shall be made on quarterly basis and shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 8.1.3 The decision of the DGRPG pertaining to works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, DGRPG reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the DGRPG will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.
- 8.1.4 Only a single itemized bill shall be raised for all the services availed under the contract.
- 8.1.5 All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.
- 8.1.6 The payment against services not rendered shall be withheld until the services are delivered and verified by DGRPG. Such deductions shall be separate from liquidated damages and shall not be included in the liquidated damages cap, if defined in the tender / contract.
- 8.1.7 Billing shall commence from the date of commencement of services. In case notice of non-conformity has been given by DGRPG, billing for

services will commence from the revised date as per actual commencement of service.

8.1.8 Payments shall be subject to deductions of any amount for which Service Provider is liable under the contract.

8.1.9 The Service Provider's cumulative liability to DGRPG under the contract for all claims made under or in connection with the contract whether arising under contract (including under any indemnity), negligence or any other tort, under statute or otherwise at all will not exceed the total contract value in aggregate of the contract.

8.1.10 In the event of expiry or termination of contract, DGRPG shall make due payments to the service provider as per terms & conditions of the signed contract.

8.2 Prices

8.2.1 The rates quoted in the financial bid shall be inclusive of all taxes. However, the taxes shall be paid as applicable from time to time.

8.2.2 The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

9. SLA and Liquidated Damages

9.1 The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the TPA to the DGRPG for the duration of this contract.

9.2 The DGRPG shall regularly review the performance of the services being provided by the TPA and the effectiveness of this SLA. It would also form a baseline for the DGRPG as well as TPA to compute and validate performance and payments for the TPA.

9.3 Liquidated Damages if any shall be deducted from EMD / PBG / pending payments.

9.4 General Clauses: -

Tender for selection of TPA for PSDC

S.N.	Activity	Frequency	Deliverable	Target / Service Level	Liquidated Damages for delays beyond target level
1.	Submission of PBG and Signing of contract	One – time	PBG & Signed contract	20 days from the issue of Letter of Intent (LoI)	PBG submission: Rs. 200/- per day Contract signing: Rs. 500/- per day
2.	Deployment of Resources	NA	Qualification and experience should be as prescribed in this tender. Any deviation will be treated as non-deployment for the purpose of liquidated damages calculation.	Resources must be deployed within 1 week from the date of contract signing / replacement of resources.	Rs. 5,000/- per day for non-deployment / any deviation and no payment for the deliverables prepared by the concerned resource.
3.	Resource replacement	NA	TPA shall deploy resources with same or higher qualification, experience & certification within a week.	Each resource can be replaced only once in a year (calculated from the date of contract signing).	Rs. 1,00,000/- per replacement.
4.	Resource availability	NA	TPA needs to ensure that resources shall not take any leave (Max. leave allowed - 18 in a year) without prior approval from DGRPG. During leave period, resources	If resource deployed is not reporting to duty without sanctioned leaves, the same will be treated as non-deployment for the purpose of	Rs. 5,000/- per day for each un-sanctioned non-reporting day upto 15 days. Rs. 20,000/- per day for each un-sanctioned

Tender for selection of TPA for PSDC

			should be available on phone or a temporary replacement / remote support to be provided.	liquidated damages calculation.	non-reporting day beyond 15 days.
5.	Audit framework design	Once	Audit framework design.	Within 1 month of contract signing.	Rs. 500/- per day.
6.	State Data Centre IT Infrastructure Audit	Quarterly	SDC IT Infrastructure audit report.	Within 3 weeks of submission of invoices by DCO and SLA data.	2.5% of the total quarterly cost per week or part thereof.
7.	Operations & Management Process and Control Audit	Quarterly	O&M process and control audit report	Within 3 weeks of submission of invoices by DCO and SLA data	2.5% of the total quarterly cost per week or part thereof.
8.	SLA Monitoring Audit	Quarterly	Opex audit report	Within 3 weeks of submission of invoices by DCO and SLA data	2.5% of the total quarterly cost per week or part thereof.
9.	Upgradation audit	-	Upgradation audit report	Within 3 weeks of submission of invoices by DCO and required data	2.5% of the total quarterly cost per week or part thereof.
10.	Security & Compliance Audit	Half yearly	Security Audit report	Within second week of December and June each year.	2.5% of the total quarterly cost per week or part thereof.
11.	Exit Process Support	Once	Exit Management Support	As per exit management plan.	Respective quarterly payment to be withheld.

12.	Disaster Recovery (DR) Audit	Quarterly	DR audit report	Within 3 weeks of submission of invoices by DCO and SLA data	2.5% of the total quarterly cost per week or part thereof.
13.	Any non-compliance of the contract which is not covered above.	—	—	As mentioned in this document	Rs. 1,000 per non-compliance on the first instance. A letter of warning along with penalty of Rs. 5,000/- on each repeated instance for the same non-compliance.

Note -

- 1) If there is a delay of more than 4 weeks in submission of any of the deliverable, a warning letter shall be issued. Further, the contract may be terminated at the discretion of the Client.
- 2) Maximum liquidated damages cap is of 10% of the quarterly invoice value which will be applicable from sr. no.: 5 to 13 in the above table. There will be no maximum cap for point - 1 to 4.
- 3) The penalty / timelines may be relaxed by DGRPG for justified reasons submitted in writing by the Service Provider.
- 4) For points – 5 to 12 in the above table, all the sub-points mentioned in clauses – 6.5 to 6.12 resp. are to be complied with. In case of non-compliance, respective quarterly payment may be withheld.

10. General Contract Conditions

10.1 Standards of performance

10.1.1 The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any

matter relating to this contract as a faithful Service Provider to the DGRPG. The Service Provider shall always support and safeguard the legitimate interests of the DGRPG, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

10.2 Confidentiality

10.2.1 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 Service Provider and/ or the DGRPG 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.

10.2.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.

10.2.3 During the execution of the project except with the prior written consent of the DGRPG, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

10.2.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of the end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the DGRPG has the right to take legal action against the firm.

10.3 Termination of contract for default

10.3.1 In the event of default of terms and conditions of this tender or the subsequent contract by the Service Provider, DGRPG shall give 1 months' time to Service Provide for curing such default. In case default remains uncured, DGRPG can terminate the contract by

giving 1 months' written notice. In such a case, the provisions under the Exit Management clause shall apply.

10.4 Termination of contract for insolvency, dissolution etc.

10.4.1 The DGRPG may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider 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 Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to DGRPG. In such a case, the provisions under the Exit Management clause shall apply.

10.5 Termination for convenience

10.5.1 The DGRPG reserves the right to terminate, by prior written 1 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for DGRPG's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such a case, the provisions under the Exit Management clause shall apply.

10.6 Exit Management

10.6.1 On expiry or premature termination of the contract, the TPA shall handover all documentation, reports, etc. related to the activities performed by TPA as per the contract to the Client.

10.7 Force Majeure

10.7.1 The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated 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.

10.7.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

10.7.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the DGRPG in writing of such condition and the cause thereof. Unless otherwise directed by DGRPG in writing, the Service Provider 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.

10.8 Resolution of disputes

10.8.1 If any dispute arises between parties, then these would be resolved in following ways:

10.8.1.1 Amicable Settlement: 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.

10.8.1.2 Arbitration: In case dispute arising between the DGRPG and the Service Provider, which has not been settled amicably, the Service Provider can request the DGRPG to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to a sole Arbitrator mutually

appointed by the parties failing which such arbitrator shall be appointed by Hon'ble Punjab and Haryana High Court. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mohali. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the DGRPG and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

10.9 Legal Jurisdiction

10.9.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

10.10 Amendment to the contract

10.10.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

10.11 Fraud and corrupt / malpractices

10.11.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

10.11.2 For this purpose, definitions of the terms are set forth as follows:

10.11.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the DGRPG or its personnel in contract executions.

10.11.2.2 "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 DGRPG of the benefits of free and open competition.

10.11.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.

10.11.2.4 "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.

10.11.3 DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.

10.11.4 DGRPG 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.

10.12 **Outsourcing / subletting**

10.12.1 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 it may lead to termination of contract along with forfeiture of PBG. The bidder shall take prior approval from DGRPG from any outsourcing work.

11. Covering Letter

Bid Reference No.: DGRPG/PSDC_TPA/2024/3

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Director,

Department of Governance Reforms and Public Grievances,

Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,

Mohali – 160071

Sub: Submission of bid for Selection of Third Party Auditor (TPA) for PSDC.

Dear Sir,

- 1 We, the undersigned, have carefully examined the above referenced tender and submit our bid in full conformity with the said tender.
- 2 We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
- 3 We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
- 4 We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5 Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
- 6 We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7 We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not reimburse any expenses incurred by us in bidding.
- 8 We declare that this is our sole participation in this tender bid and we are not participating / co-participating through any of the other related parties or channels.
- 9 We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.

10 Tender document cost and EMD has been paid online and the details are as below: -

[Insert the details as applicable].

11 Our details have been filled below: -

	Particulars	Details
1	Name of the bidder	
2	Address with telephone numbers, email, etc	
3	Date of incorporation and/or commencement of business	
4	Registration Number	
5	PAN Number	
6	GST Registration Number	
7	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8	Details of individuals who will serve as the point of contact/communication with the DGRPG in case of the award of the contract. <i>[The details include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

12 Details of projects that are in progress or have been completed (Proofs attached): -

S N	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature
Full Name
In the capacity of
Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

12. Financial Bid Form

[To be submitted by the bidder as per the format provided on the e-procurement website]

Item Details	Total Quarterly Cost excluding taxes (A)	Taxes (B)	Total Quarterly Cost including taxes (C=A+A*B/100)	Total cost for 5 years and 6 months including taxes (D=C*22)
TPA services cost for SDC project as per scope of work defined in the tender.			0	0

Note -

- Price is in Rs.
- Total cost quoted above is an all-inclusive figure i.e. out of pocket, Installation & commissioning, consultant cost, expenses, traveling, boarding, lodging and other operating cost etc.
- No cost other than quoted above shall be claimed & paid separately.
- Final evaluation shall be done on "Total cost for 5 years and 6 months".

13. Format for Undertaking

[On the letter head of the organization]

No.

Date:

To,

Director,

Directorate of Governance Reforms, Punjab,

D-241, Phase 8B, Sector – 74, Near Quark City,
Mohali – 160071

Subject: Self Declaration for not being blacklisted, insolvent and convicted of any criminal offense.

Ref: Your Bid Ref. No.: DGRPG/ DGRPG/PSDC_TPA/2024/3 dated <xxx>

Dear Sir/ Madam,

We confirm that as on the date of submission of this bid: -

- A. Our company / firm has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- B. Our company / firm has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
- C. That our directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Yours Sincerely,

Signature of Authorized Signatory

Name and designation of Signatory:

Name of Firm:

Address:

14. Format for Performance Bank Guarantee

Director,

Department of Governance Reforms and Public Grievances,

Government of Punjab

Plot D-241, Industrial Area, Phase – 8B, Sector – 74,

Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of Tender No: / Contract no. <<insert tender / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to DGRPG (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with an irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its offices at <<address of the local office>> have agreed to give the DGRPG such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

- 1 Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- 2 This bank guarantee shall be valid up to <<insert expiry date>>.
- 3 It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment

under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.