

Request for Proposal (RFP)  
For  
Selection of SWAN TPA  
(from DIT Empanelled Agencies)  
  
For Meghalaya

*MITR.4/2009/Pt/83-A  
November 30, 2010*

**MEGHALAYA**

**MEGHALAYA INFORMATION TECHNOLOGY SOCIETY  
Shillong**

**Tender Notice**

**“Appointment of Third party Auditor for MEGHALAYA SWAN”**

**No: MITS.4/2009/Pt/83-A**

**Dated: 30<sup>th</sup> November, 2010**

The tenders are invited from empanelled vendors of Department of Information Technology, Govt of India for services under TPA for Meghalaya State Wide Area Network and detailed tender document and specification of the same can be seen/downloaded in PDF format from website [www.ditmeghalaya.gov.in](http://www.ditmeghalaya.gov.in)

Last date and time of submission- **20<sup>th</sup> December, 2010.**

*For further details and Tender Documents please contact :*

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Meghalaya Information Technology Society,  
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Shillong, Meghalaya  
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## Terms and Definitions

1. “**Authorized Representative**” shall mean any person authorized by either of the parties.
2. “**Bidder**” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder or Vendor with whom Government of *Meghalaya* signs the agreement for rendering of services for SWAN.
3. “**BOOT model**” means Build Own Operate and Transfer (BOOT) model.
4. “**Contract**” is used synonymously with Agreement.
5. “**Default Notice**” shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
6. “**Final Acceptance Test (FAT)**” means the acceptance testing of the network including equipment at SHQ, all DHQs, all SDHQs/ BLOCKs and all co-located & remote offices.
7. “**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of Meghalaya of the benefits of free and open competition.
8. “**Gol**” shall stand for the Government of India.
9. “**GoM**” shall stand for the Government of Meghalaya.
10. “**Implementation Period**” shall mean the period from the date of signing of the Agreement and up to the completion of time period of contract.
11. “**ITIL**” means Information Technology Infrastructure Library (ITIL)
12. “**Law**” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Meghalaya or any other Government or regulatory authority or political subdivision of government agency.
13. “**LOI**” means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.
14. “**Partial Acceptance Test (PAT)**” means the provisional acceptance testing of SHQ and all DHQs.

15. "**Party**" means Government of Meghalaya or Bidder, individually and "Parties" mean Government of Meghalaya and Bidder, collectively.
16. "**PoP**" refers to Point of Presence with respect to SWAN setup in State.
17. "**Remote Office**" means the office located at a distance of more than 1Km from the respective Centre.
18. "**Request for Proposal (RFP)**", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
19. "**Requirements**" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
20. "**Service**" means provision of Contracted service as per this RFP.
21. "**Site**" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
22. "**State**" shall mean the state of Meghalaya.
23. "**SWAN**" shall mean State Wide Area Network.
24. "**Third Party Agency**" means the successful bidder, appointed by Government of Meghalaya for monitoring the SWAN during commissioning and operation.
25. "**Termination Notice**" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

# 1 Introduction

## 1.1 About Meghalaya

Meghalaya emerged as an Autonomous State on 2nd April 1970 and as a full-fledged State on 21st January 1972. Tucked away in the hills of eastern sub-Himalayas, one of the most beautiful state in the country. Nature has blessed her with abundant rainfall, sun-shine, virgin forests, high plateaus, tumbling waterfalls, crystal clear rivers, meandering streamlets and above all with sturdy, intelligent and hospitable people.

The State of Meghalaya is situated on the north east of India. It extends for about 300 kilometers in length and about 100 kilometers in breadth. It is bounded on the north by Goalpara, Kamrup and Nowgong districts, on the east by Karbi Anglong and North Cachar Hills districts, all of Assam, and on the south and west by Bangladesh.

Shillong, the capital of Meghalaya is located at an altitude of 1496 metres above sea level. Shillong, which was made Assam's capital in 1874, remained so till January 1972, following the formation of Meghalaya.

Government of Meghalaya (GoM) proposes to set up a Meghalaya State Wide Area Network (MSWAN) to modernize the communication set up of Government to implement e-Governance initiatives, improve administrative effectiveness & efficiency, and accelerate the overall development of the State through improved Government interfaces.

The key applications envisaged on the network are Data, Voice Communications, Video Conferencing, Value Added Services, Help Desk for MSWAN users, etc.

GoM intends to set up MSWAN to link Government Offices at State Head Quarter, Shillong (herein after called as SHQ), District Head Quarter (herein after referred as DHQ), Sub-division Headquarter (herein after referred as SDHQ) and Block Headquarter (herein after referred as BHQ) with each other. The MSWAN would be implemented on Build-Own-Operate and Transfer (BOOT) basis spread over a period of five (5) years to provide Data connectivity, Voice and Video services to various

offices of GoM and other locations as identified by the Govt. of Meghalaya. The MSWAN will have a suitable topology, use state-of-the art technologies and have capability / flexibility to expand / upgrade to cover all parts of the State.

There are 7 district headquarters, 8 sub-division headquarters and 39 block headquarters. The envisaged initial bandwidth for MSWAN is 2 Mbps (upgradable) for connecting SHQ with DHQs and DHQs with SDHQs / BHQs. All Government departments are envisaged to be connected with MSWAN horizontally.

Different departments of GoM have implemented or are implementing isolated local area networks and MSWAN shall have provision for connecting them for the required services.

MSWAN shall also provide single point internet connectivity through 4 Mbps gateway at SHQ, which may be increased progressively to 8 Mbps or more any time during the period of operation.

The life time of the project is taken as 5 years excluding implementation period.

## **1.2 About SWAN Scheme**

The National e-Governance Plan (NEGP) of Government of India has a clear focus on improving delivery of government services to citizens, e-Governance is noted to play a very active role in this endeavor. NEGP recognizes that creation of basic IT and service delivery infrastructure by the States is essential for effective and cost efficient deployment of e-Governance, with this view, NeGP recognizes to undertake three core projects of State Wide Area Network (SWAN), State Data Centre (SDC) and Citizen Service Center (CSC) are being established in every State. Department of Information Technology, Government of India is providing support for these projects to the state.

SWAN (State Wide Area Network) is envisaged as the converged backbone network for data, voice and video communications throughout the State/UT and is expected to cater to the information communication requirements of all the departments. Key focus of the SWAN project is on high service delivery. As per SWAN policy, all States/UTs are implementing SWAN under two Options. Under the first Option, the State is to select a suitable Public Private Partnership (PPP) model and get the

SWAN commissioned and operated for 5 years by a private Network Operator. In the second Option, the SWAN for the States/UTs would be set up and operated for 5 years by the National Informatics Centre (NIC). In either of the Options a Third Party Auditor (TPA) is required.

SWAN is planned to be a high speed, high capacity, reliable intra-state and inter-state network planned to deliver G2G, G2B and G2C services. The network would have a minimum bandwidth 2 Mbps connectivity between the states head quarters and the district head quarters, the network would provide high uptime (>99%), redundancy, backup etc. Strict Service Levels agreements are signed between the stakeholders to ensure that the service levels are maintained. Moreover the design of SWAN is to ensure Standardization & Interoperability as well as security of the networks.

The SWAN deployment takes place both vertically and horizontally, the main backbone of SWAN connects the State Head quarters PoP with the PoPs at district head quarters which in turn are connected to the respective PoPs at Sub district/ block level headquarters. Moreover the various state offices are also proposed to be connected horizontally with the closest respective PoPs. Typical equipment to be deployed at these PoPs and to be maintained by the implementing agency includes routers, switches, modem, racks, RAS, AAA, NMS, Servers, VOIP Phone, Desktops, UPS, Generators, Air Conditioners etc.

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

TPA is required to provide dedicated Man power for entire contract period with a State/UT. It is expected at least one person need to be deployed at the SHQ location and further a team shall be required to undertake the site visits as per the requirements of the RFP. Arranging access to NMS and related systems shall be the State responsibility. Further, the State shall provide office space at the SHQ location with facilities like furniture, power connection, telephone/fax connection etc. The equipment for TPA's team (like laptop/workstation, printer etc.) shall be TPA's responsibility.

All the PoP equipment as per DIT's SWAN Scheme shall be under purview of this TPA contract. The details list of the same shall be provided. For any additional



equipment to be monitored within the existing PoPs, the TPA charges shall be as per mutual agreement between the state and TPA. For additional locations, the per PoP charges shall apply

## **2.1 TPA Scope of Work**

Third Party Audit shall include monitoring the performance of the SWAN with a view to ensure desired Quality of Service (QoS) by the Network Operator and bandwidth service provider, as defined in the respective SLA's, signed between the State Government, and Bandwidth Service Provider, Network Operator. These Guidelines define the broad areas of work, which TPA shall perform for a period of five years from the date of final acceptance test of the network. However, the TPA shall be appointed immediately, preferably before the acceptance testing and commissioning of the SWAN.

### **1. To understand the project TPA would be required to**

- a) Study the contract signed between the State and the Network Operator and Bandwidth Service Provider.
- b) Study the network architecture & design and the services envisaged.
- c) Review communication process among the stakeholders (State government, Implementation agency, SWAN operator, Bandwidth service provider and DIT-Gol).
- d) Create frameworks and procedures for audit.
- e) Study the functionality of the Network Monitoring System (NMS) installed in the SWAN and identify the gaps, if any, required for TPA scope of work. The additional module/tool including hardware/software required for the same will be procured by the respective State and TPA would assist the state with the procurement process for the same.
- f) Review of the escalation mechanisms being followed to resolve any issues between the State Implementing Agency and the Network Operator related to the SWAN.

### **2. Acceptance Test (PAT, FAT)**

- a) TPA shall review the detailed acceptance test plan (PAT and FAT) in consultation with the State after taking into account any comments/suggestions of the DIT.

- b) TPA would also conduct audit of the process, plan and results of the Acceptance Test carried out by the Network Operator. TPA would issue certification of completion for PoPs, for which TPA shall verify availability of all the defined services as per the contract signed between SWAN operator and State government. The SWAN operator shall be required to demonstrate all the services/features/functionalities as mentioned in the agreement.

### **3. Inventory**

- a) TPA audit would include verification of completeness of bill of material for each PoP.
- b) TPA audit would include review that all hardware and software items have been installed at the sites as per the contract.
- c) TPA audit would include maintenance of an inventory register to have PoP wise equipment list, including hardware and software. TPA audit would also include updating inventory registry in event of any changes in the inventory.

Inventory Audit is to be performed annually and the relevant changes in the year of the audit shall be recorded. Inventory Details shall be provided by the State and TPA shall maintain a record at its end, which shall be updated by TPA based on information provided by the State. Also, the verification will be done through tools and through site visits as explained in RFP.

These exercises would include review of documentation, physical verification on a sample basis (25%) and reports generated using NMS.

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

SLA monitoring would include audit of the performance of network. Network includes the components provided and operated by the network operator and bandwidth provisioned by the bandwidth service provider. Subsequently, TPA would carry out the following tasks:

- a) TPA audit would include preparation of templates for reports to be submitted by SWAN operator to TPA / State and report to be submitted by the TPA to the State. TPA shall also tabulate measurable parameters as defined in the respective SLAs with the SWAN operator and bandwidth service provider.
- b) TPA shall review the configuration/deployment parameters of the NMS and the process followed to ensure that the reports generated are authentic.

- c) TPA would proactively convey to the stakeholders any concerns based on the information generated using NMS.
- d) TPA would provide quarterly certification of network availability and perform penalty computation for the calculation of QGR to be paid to the SWAN operator as per the SLA and payment conditions mentioned in the agreement between SWAN operator and the State (on Quarterly basis).
- e) TPA would also undertake proactive monitoring of the links provided by the bandwidth service provider based on the SLA signed by the bandwidth service provider. The Agency shall submit reports on the same to the government who would use these reports for making the payments to the bandwidth service provider.
- f) TPA audit would also include site inspection to verify those parameters of the SLA, which cannot be monitored using NMS. These site visits would be done for at least 25% of the sites (at each network tier) per quarter.

#### **5. Usage Audit**

- a) TPA would appraise the State about the health of the network through reports indicating the bandwidth utilization, scalability requirements as per the current and envisaged State level applications etc.
- b) Only the overall Recommendation for Expansion is covered under the purview of this contract. For detailed activities like designing, BoM, specifications etc. the State/UT is expected to engage the concerned Agency separately.

#### **6. Security Audit**

- a) TPA would perform security audit of the SWAN as per the Guidelines issued by the Department of IT, Govt. of India and submit recommendations to the State indicating the risk elements in the network operations.
- b) The Agency would perform the penetration testing and vulnerability testing on the SWAN network.
- c) The Agency would review the rules and policies for network components such as firewall, IDS etc.
- d) The Agency would review the network security policy of the State and suggest recommendations if any.
- e) The Agency would review the policy of granting access to the SWAN network.
- f) The Agency would conduct the Security Audit half yearly.

## **7. Helpdesk & User feedback**

- a) TPA audit would include review of the helpdesk setup by the Network Operator and the Agency would submit a Quarterly Report with recommendations to the State.
- b) The Agency would review the mechanism of obtaining user feedback on quality of service & post analysis of the same, and would submit a report with recommendations to the State. This task would be done on a yearly basis.

## **8. Exit Process support**

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/ advice in the event of exit of the SWAN operator. The Agency would:

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

MITIS, in consultation with Department of Information Technology, Govt. of India and the State Government, would institute a separate audit by an Agency at a National level (e.g. STQC) which would carry out risk based sample audit of the methodology, process and documentation adopted by the TPA in order to ensure that the processes adopted by the Agency is of international standard. The identification of Agency (risk based) would be based upon parameters such as past record of the Agency, previous observations of the audit, GOM Feedback, Amount of QGR to be paid by DIT, etc. TPA would undergo one such audit in a year. However, this would be decided by Dept. of IT, GoI and notified separately to GOM.

## 2.2 TPA Deliverables

Key deliverables of the TPA for the project includes:

Sr. No.	Deliverables	Periodicity
1.	Completion/acceptance report for the work carried out by the Network Operator for PoPs (SHQ, DHQ, BHQ) and/or co-located and remote offices after Partial Acceptance Test (PAT)	Once
2.	Completion report for SHQ, DHQ, BHQ and co-located & remote offices after Final Acceptance Test (FAT) depending on the project plan defined in the RFP/contract.	Once
3.	<p>Assessment Framework for Performance Audit incorporating following:</p> <ul style="list-style-type: none"> <li>• Assessment parameters based on State/UT's policies and guidelines regarding networking, security IP addressing schemes, migration strategy, and Govt's interoperability and security standards.</li> <li>• Tabulation of measurable parameters for SWAN infrastructure (network and other elements).</li> <li>• Formulation of scripts and schedules.</li> <li>• Map the SLA conditions and limits onto NMS.</li> <li>• Review of processes of interaction between NO, State and bandwidth provider.</li> <li>• Template for reports to be submitted by the SWAN Operator to TPA on a regular basis.</li> <li>• Also make sure that NMS reports are not modified.</li> </ul>	Once
4.	Performance Audit reports of the SWAN	Weekly/Monthly /Quarterly
5.	Report on network availability and other SLA conditions with final recommendations release of QGR after penalty computations	Quarterly
6.	MIS reports relating to uptime, downtime of the network etc to measure the health of the network based on PoP, Network components etc.	Quarterly
7.	Security Audit Report	Half yearly
8.	Exit Readiness Report	Yearly
9.	User Satisfaction Survey	Yearly/half yearly

### 2.3 Roles and responsibilities matrix

Sr. No.	Activity	State/ State implementation agency	State Consultant	Operator	TPA
1.	Installation and Commissioning of the SWAN			√	
2.	Monitoring the Installation and Commissioning of the SWAN	√	√		
3.	Provision of office space at SHQ and authorization for monitoring, visiting SWAN PoPs	√			
4.	Fulfillment of GAP in NMS specifications vis a vis the requirements intimated by TPA	√			
5.	Acceptance Tests (Partial & Final Acceptance)		√	√	√
6.	Onsite Inspection and Verification of Acceptance Tests	√	√	√	√
7.	Issue of Final Acceptance Test Certificate	√	√		√
8.	Operation, Management and Maintenance of the SWAN			√	
9.	Centralized Monitoring from NOC (24x7)			√	
10.	Supervision of the Monitoring of the SWAN				√
11.	Periodical Generation of NMS report			√	

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<b>Sr. No.</b>	<b>Activity</b>	<b>State/ State implementation agency</b>	<b>State Consultant</b>	<b>Operator</b>	<b>TPA</b>
12.	Verification of the NMS Report				√
13.	Approval of NMS Report	√			
14.	Periodical Auditing of the SWAN				√
15.	Submission of the Audited Report of SWAN as advised by Consultant			√	√

### **3 MSWAN Details**

The upcoming MSWAN is going to be a converged network providing voice, video & data services throughout the state at all the levels viz. SHQ, DHQ & SDHQ / BHQ. MSWAN is required to be open standards based, scalable, high capacity network to carry Voice, Data and Video traffic between designated levels & offices of Government of Meghalaya (GoM) at State, District and Subdivision / Block levels. There will be two connectivities, Vertical and Horizontal.

The vertical connectivity of MSWAN will connect the SHQ level to DHQ level & subsequently DHQ level to SDHQ / BHQ level through lease circuits of 2 Mbps using STM or Ch E3 or Ethernet or E1 ports as appropriate for individual level. At vertical level, wherever the lease circuits are not available, a VSAT based connectivity will be there. The Network should have single point Gateway of adequate capacity to connect to Internet.

Horizontal connectivity will connect all designated government offices to their respective centre (SHQ/DHQ/SDHQ/BHQ). The connectivity to the end user is based on either one or more of standard technologies like leased circuits, Radio frequency circuits, OFC or using Ethernet ports as appropriate for the individual offices.

The Network Connectivity is shown in the Figure-I given below.

MSWAN shall be built vertically on three tiers of Network connectivity comprising:

- Primary Tier consisting of SHQ
- Secondary Tier consisting of DHQs
- Tertiary Tier consisting of SDHQs / BHQs



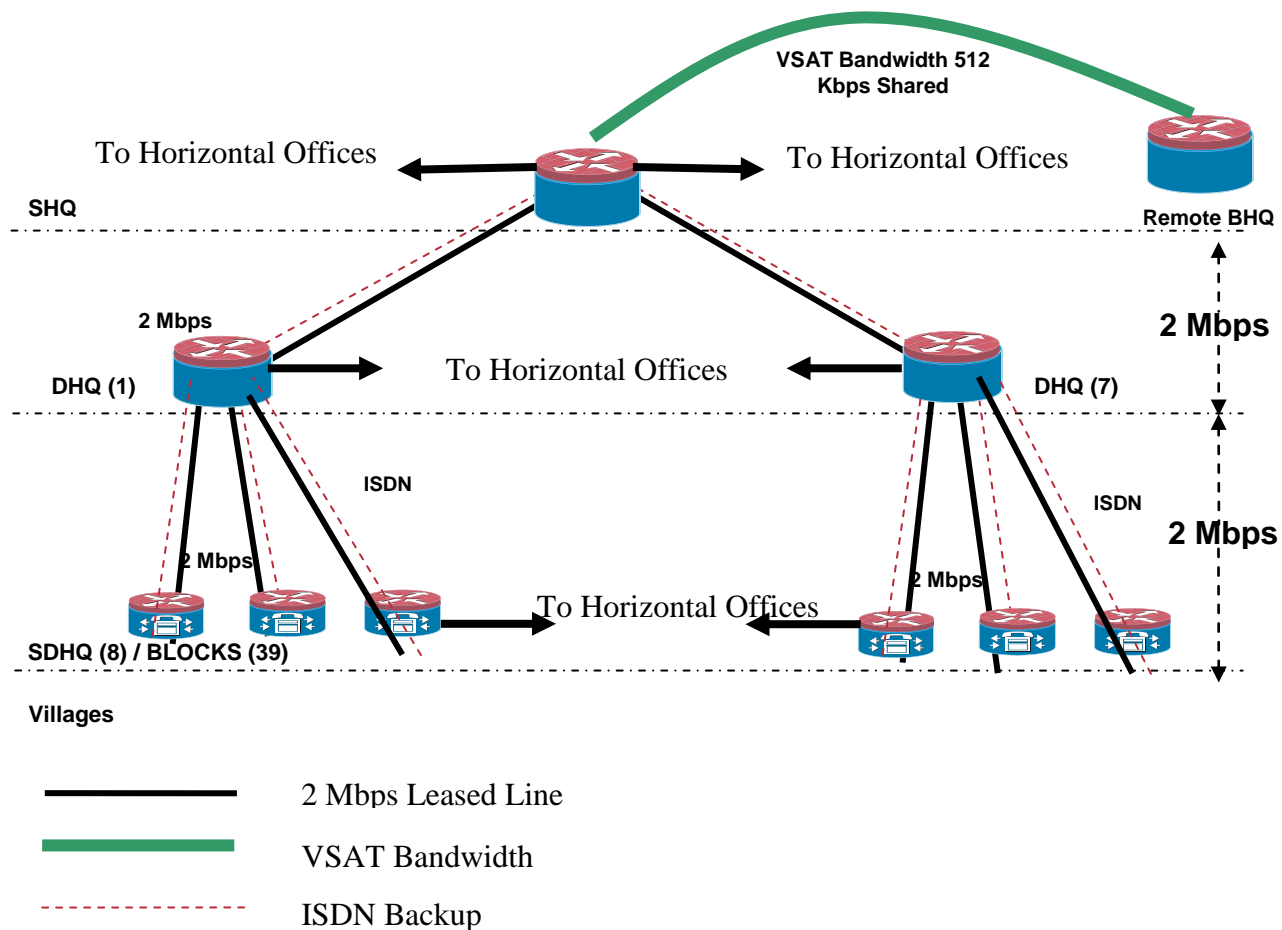


Figure-I

### Network Connectivity Diagram (Meghalaya State Wide Area Network)

The operator shall be solely and exclusively responsible to Design, Finance, Build – Own – Operate, Maintain and Transfer the network that fulfils and provide the services as per the requirements.

The Leased line bandwidth provider will be Bharat Sanchar Nigam Limited (BSNL). The backup to leased line will be PRI / BRI at different levels. The VSAT connectivity would be provided to remote BHQs wherever BSNL leased line connectivity is not available.

## **CENTRES**

Total number of centres at various levels shall be as below:

Level	Number of Centres
SHQ	1
DHQ	7
SDHQ	8
BHQ	39
Total	55

### **3.1 Bandwidth Requirements**

Path	Initial	Future (Anytime)
SHQ to DHQ	2 Mbps	8 Mbps or more
DHQ to SDHQ / BHQ	2 Mbps	4 Mbps or more
SHQ to Remote BHQs	512 Kbps VSAT BW shared	2 Mbps Shared
Internet	4 Mbps	8 Mbps or more

Path	Initial	Future (Anytime)
SHQ to DHQ	2 Mbps	8 Mbps or more
DHQ to SDHQ / BHQ	2 Mbps	4 Mbps or more
SHQ to Remote BHQs	512 Kbps VSAT BW shared	2 Mbps Shared
Internet	4 Mbps	8 Mbps or more

### **3.2 PoP details**

As per Annexure-6

### **3.3 Project Timelines and Current Status**

MIT S has signed the Agreement with the SWAN BOOT Operator (TCS) on 20<sup>th</sup> August, 2010. It is expected that MSWAN will be Operational within 6 months from the date of Signing of the Contact.

### **3.4 BOM**

The SWAN comprises of Core Router, Core Switch, Firewall, MCU for Video Conferencing, Servers, IP phone, NMS, PC, Plasma TV, UPS, Generator in SHQ and Router, Switch, PC, IP phone, Modems, UPS and Generator in DHQ/SDHQ/BHQ. The detailed list will be provided at the time of award. However additional equipments necessary for operation of the SWAN and included in a later date will be provided to TPA for necessary action.

### **3.5 NMS details**

The detail of NMS would be provided at the time of award.

### **3.6 Key Stakeholders**

1. Meghalaya Information Technology Society (MITS)
2. Telecommunications Consultants India Ltd., (State SWAN Consultant)
3. Tata Consultancy Services Ltd. (TCS), State SWAN BOOT Operator
4. Bandwidth Provider –BSNL

## **4 Bidding Details**

The bidding details shall be as per the following table:

	<b>Heading</b>	<b>Details</b>
1.	RFP Issuing authority	Member Secretary, MITS
2.	Correspondence address	Member Secretary (IT) Meghalaya Information Technology Society NIC Building, Ground Floor, Secretariat Hill, Shillong-793001, Meghalaya
3.	RFP Name	Selection of Third Party Auditors (TPAs) for

Selection of Third Party Auditor (TPA) for Meghalaya SWAN

	<b>Heading</b>	<b>Details</b>
		Independent Audit and Performance Monitoring of SWAN
4.	RFP reference no.	<b>MIT.S.4/2009/Pt/83-A, dtd 30.11.2010</b>
5.	Date of Start of issue of RFP	<b>30<sup>th</sup> November, 2010.</b>
6.	Date of End of issue of RFP	<b>10<sup>th</sup> December, 2010 at 3:00 PM.</b>
7.	Last Date of receipt of clarifications	<b>13<sup>th</sup> December, 2010 at 3:00 PM.</b>
8.	Date of pre-bid conference	<b>15<sup>th</sup> December, 2010 (if required)</b>
9.	Date of issuance of corrigendum	<b>17<sup>th</sup> December, 2010.</b>
10.	Last date for receipt of bids	<b>20<sup>th</sup> December, 2010.</b>
11.	Date for bid opening	<b>22<sup>nd</sup> December, 2010 at 3:00 PM.</b>
12.	Date of Technical presentation	<b>11<sup>th</sup> January, 2011 at 11:00 AM.</b>
13.	Details be submitted	<p>The sealed bids shall be submitted by the bidder; the financial bid shall be sealed separately and submitted along with other bid details in a larger sealed bid. The bid shall comprise of the following:</p> <ol style="list-style-type: none"> <li>a. Checklist as provided in the Annexure-1</li> <li>b. Cover letter in the format as given in Annexure-2</li> <li>c. Proof (Board resolution/ Power of attorney) stating that the person signing the bid is an authorized representative of the bidder.</li> <li>d. EMD</li> <li>e. Undertaking stating that the bidder is not the state SWAN operator / network equipment OEM or any Consortium member / any partner of network equipment OEM</li> <li>f. Key resources proposed and resource deployment plan</li> <li>g. Sealed Financial bid in the format as given in Annexure-3</li> </ol>

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	<b>Heading</b>	<b>Details</b>
14.	Number of copies	<p>The entire bid shall be submitted in 1 original and 1 copy of the original bid. All pages of both the original and copy shall be signed by an authorized signatory. In case of any discrepancies between the original and the copy, the contents of the original bid shall govern.</p> <p>The bid envelope containing the copy of the original bid should be clearly marked "Copy", the original bid envelope should accordingly be marked "Original bid"</p>
15.	Envelope heading	<p>The financial proposal should be clearly marked and should contain a label stating "Financial Proposal – To be Opened in presence of the SWAN TPA Evaluation Committee".</p> <p>The overall bid envelope shall contain a label stating "Bid for selection of TPA for SWAN".</p> <p>The name and address of the bidder should be written on the envelope along with the address of the RFP issuing authority.</p>
16.	Language of proposal	<p>Proposals shall be submitted in <b>English</b>.</p> <p>The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals. An authorized representative of the bidder shall initial all pages of the proposal. The representative's authorization should be confirmed by a written letter of authorization accompanying the bid.</p>
17.	EMD details	The Bidders shall furnish, Earnest Money

	Heading	Details
		<p>Deposit <b>(EMD) of Rs 5.00 lakh (Rupees five lakh only)</b> in the form of demand draft/banker'scheque, from a commercial scheduled bank, drawn in favour of <b>Meghalaya Information Technology Society</b>, payable at Shillong. A separate DD of <b>Rs. 10,000/- (Rupees Ten thousand only)</b> shall be furnished as Tender Document Fee (non-refundable). in favour of <b>Meghalaya Information Technology Society</b>, payable at Shillong. The demand draft/banker"s cheque should be valid for 6 months.</p> <p>The bidder would be disqualified in the pre-qualification process if the EMD is not submitted as per the bid.</p> <p>Unsuccessful Bidder's EMD (bid security) will be discharged / returned as promptly as possible after the award of the contract to the successful bidder.</p> <p>No interest will be payable by the GoM on the amount of the Bid Security.</p> <p>The bid security may be forfeited:</p> <ol style="list-style-type: none"> <li>1 If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period without the explicit consent of the department, if any; or</li> <li>2 In the case of a successful Bidder, if it fails within the specified time limit to: <ol style="list-style-type: none"> <li>a Sign the Agreement or,</li> </ol> </li> </ol>

	<b>Heading</b>	<b>Details</b>
		b. Furnish the required Performance Bank Guarantee
18.	Key resource details	<p>a. The bidder must provide the detailed CVs of the key resources for project proposed. The Profiles of the Core team members should match with those furnished in the Technical Proposal for empanelment in the bid process conducted by DIT, GOI for empanelment of consultants. The CVs should be provided in the format as given in Annexure-5.</p> <p>b. Besides the bidder must also provide the number of the other resources it proposes to deploy for the project and their profile.</p> <p>c. Bidder should also provide the resource deployment plan for the duration of the project. The resource deployment plan should give the number of man months of the core resources and other resources proposed.</p>
19.	Financial Bid	<p>No changes in the financial bid would be allowed post submission of the bid. The currency for the financial bid should be Indian Rupees.</p> <p>Bidders shall quote for the entire Project on a single responsibility basis on the following lines:</p> <p>i. Bidders intending for commercial bid should necessarily give the commercial details in the format given in Annexure-3. All the commercial details should be given in the following format only in accordance to the details and terms and conditions as mentioned in the RFP.</p> <p>ii. The bid should be comprehensive and</p>

	Heading	Details
		<p>inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the bid and further negotiations between the department and the bidder only. No separate payment shall be made for services that are to be delivered by the vendor as part of his scope of work for this project other than the fixed payment for certain deliverables as detailed in the scope of work and the payment terms of the bidder.</p> <p>iii. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been tendered, no change / modification will be entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.) The prices once provided by the bidder will be valid for the entire period of validity of the bid as defined in the bid document. Further negotiations between the department and bidder may lead to change in the quoted prices.</p> <p>iv. Any revision in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid will be to the account of the bidder.</p> <p>v. The vendor shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the</p>



	<b>Heading</b>	<b>Details</b>
		execution of this project before or after the award of the contract.

#### **4.1 Bid Evaluation process and award of contract**

The Evaluation Committee(s) constituted by Government of State shall evaluate the bids submitted by the bidders for compliance.

The evaluation of the bids shall be carried out as detailed below:

1. **Preliminary evaluation**: The bid documentation furnished by the bidder shall be examined prima facie, to ensure that the bid has been properly sealed and signed and accompanied by relevant documents criteria (cover letter, EMD, authorization/Power of Attorney in favour of bid signatory, other requisite details like resource deployment plan and CVs etc.) to substantiate the compliance with the criteria as explained in this RFP.

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

1. **Technical evaluation** The evaluation committee shall evaluate the bids further (subsequent to qualification in preliminary evaluation), based on the documents submitted including the proposed approach and methodology, proposed timelines and proposed resources. Each bidder would be essentially required to make a presentation for the same to the evaluation committee.

The scoring pattern for the required presentation would be as per the following table:

<b>Criteria</b>	<b>Marks</b>
<b>A. Organizational Strength</b>	<b>55</b>
1. IT Audit experience (Number of assignments / profile of customer)	10
2. SLA monitoring experience	10
3. Consultancy Projects in Meghalaya	15
4. SWAN related experience	10

<b>Criteria</b>	<b>Marks</b>
<b>5. a.</b> Certification of the bidder organization (like CMMI level 3 and 5 , ISO 9000 series etc)	5
<b>5.b.</b> Number of people with certifications like (CISA, CISSP, CISM)	5
<b>B. Proposed Solution</b>	<b>30</b>
<b>7.</b> Understanding of SWAN and TPA requirements	10
<b>8.</b> Detailed approach and methodology	10
<b>9.</b> Work Plan and Staffing Schedule	10
<b>C. Team Strength</b>	<b>15</b>
<b>10.</b> Project Manager	5
<b>11.</b> IT Auditor	5
<b>12.</b> Security specialist	5
<b>Total (Max) Score</b>	<b>100</b>

**Note:**

- 1. The bidder needs to score at least 70 marks out of 100 to qualify.**
  - 2. Bidder has to submit the Certificates from the Clients for Project experience**
2. **Financial evaluation:** The financial evaluation shall be done based on the details submitted by the bidder as per the format provided in Annexure 3. The calculation for financial evaluation shall be for the entire duration of 5 years of the project.
3. **Award of Contract:** The methodology for award of contract is detailed in Annexure 4. The award of contract would be decided on the basis of
- a. Weighted Score (15%) for the normalized score as per the marks awarded by DIT, Gol during empanelment process.
  - b. Weighted Score (15%) for the normalized score as per the marks obtained by the bidder in the technical evaluation at State level as per the table above.

- c. Weighted Score (70%) for the normalized score as per the financial bids

After evaluation of all accepted proposals by the evaluation committee, the contract may be awarded to the most responsive bidder (having the highest overall score 'S', as explained in Annexure 4) meeting all the requirements as per RFP.

4. **Notification of Award:** The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the bidder in the bid document. Any change of address of the Bidder, should therefore be promptly notified to the State.
5. **Signing of contract:** The Most Responsive Bidder shall be required to enter into a contract, including any agreements reached during the negotiation process, if any with the Authorized Representative, Govt. of Meghalaya , within thirty (30) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative, Govt. of Meghalaya. This contract shall be on the basis of this document, the Bid of the Bidder, the letter of intent and such other terms and conditions as may be determined by the Authorized Representative, Govt of Meghalaya to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

**Note:**

1. Govt of Meghalaya reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for department's action.

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

## **5 General Terms and conditions**

The terms and conditions given in the RFP and subsequent corrigendum released by Department of Information Technology, Government of India for empanelment of consultants for Third Party Audit of SWAN shall apply. The main clauses are as follows:

### ***5.1 One Proposal per Bidder***

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

### ***5.2 Cost of Proposal***

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

### ***5.3 Amendment of RFP Documents***

At any time prior to the deadline for submission of Proposal, the GoM may amend the RFP document by issuing suitable Addenda.

Any addenda thus issued shall be part of the RFP document, and shall be communicated in writing or by facsimile/email to all bidders. The bidder shall promptly acknowledge receipt of each Addendum by facsimile/email to the RFP issuing authority. Failure to acknowledge receipt of each Addendum shall be interpreted as receipt of the Addendum by the bidder and no claim will be entertained or accepted in this regard.

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

#### ***5.4 Limits on Promotion***

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

#### ***5.5 Use & Release of Bidder Submissions***

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

#### ***5.6 Deadline for submission of proposals***

Proposals must be received by the RFP issuing authority at the address specified in the RFP no later than the time and date stipulated in the RFP. The authorized authority may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all bidders who have been provided the Proposal Documents, in writing or by facsimile in accordance with the RFP requirements. In this case, all rights and obligations of the department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### ***5.7 Late proposals***

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

### **5.8 Modification and withdrawal of bids**

- The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by department prior to the deadline prescribed for submission of Bids.
- The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy not later than the deadline for submission of Bids.
- No Bid may be modified subsequent to the deadline for submission of Bids, without the explicit consent of the department in this regards. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

### **5.9 Process to Be Confidential**

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

### **5.10 Correction of Errors**

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

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern

unless, in the opinion of department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

### **5.11 Contacting Department**

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

### **5.12 Disqualification**

The bid is liable to be disqualified if:

- Not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of department to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

### **5.13 Performance Bank Guarantee**

1. The successful bidder shall at his own expense deposit with GoM, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable

- Performance Bank Guarantee (PBG) from a Nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder.
2. The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
  3. This Performance Bank Guarantee will be for an amount of 10% of the project fees. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
  4. The performance bank guarantee shall be valid till the end of six months after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of six months after the “Transfer”, the Performance Bank Guarantee will lapse automatically.
  5. The PBG may be for the whole term of the project (plus six months) or the contract period, whichever is longer
  6. The Performance Bank Guarantee may be discharged / returned by GoM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
  7. In the event of the bidder being unable to service the contract for whatever reason, GoM would evoke the PBG. The department 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.
  8. The department shall also be entitled to make recoveries from the Bidder bills , PBG or any other payment due, in case of any error/ omission on bidder’s part

### **5.14 Liquidated Damages**

- In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty as per the terms and conditions of Service Level Agreements (SLAs) to be agreed between the operator and the administration of GoM.
- Department is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due.



## **5.15 Termination of Contract**

### **1. Termination for default**

GoM, without prejudice to any other remedy for breach of Contract or non compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

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

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

### **2. Termination for insolvency**

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

### **3. Termination for Convenience**

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

### **4. Force Majeure**

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that

its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the successful Bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the GoM in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of GoM in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of GoM in writing, the Bidder 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.

## **5.16 Exit Management**

### **1. Purpose**

1. This clause sets out the provisions which will apply on expiry or termination of the contract.
2. In the case of termination of contract due to illegality, GoM will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
3. The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor, carry out their respective obligations set out in this Exit Management Clause.

### **2. Cooperation and Provision of Information**

During the exit management period:

1. The vendor will allow GoM or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
2. Promptly on reasonable request by the GoM or its nominated agencies, the GoM shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. GoM or its nominated agencies shall be entitled to copy all such information. Such

information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the department or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

### **3. Confidential Information, Security and Data**

1. The vendor will promptly on the commencement of the exit management period supply to the GoM or its nominated agencies the following:
  - a. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
  - b. Documentation relating to Intellectual Property Rights; and
  - c. GoM data and confidential information; and
  - d. All current and updated departmental data as is reasonably required for purposes of the GoM or its nominated agencies transitioning the services to its Replacement vendor in a readily available format; and
  - e. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GoM or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the GoM or its nominated agencies, or its Replacement Operator (as the case may be).
2. Before the expiry of the exit management period, the Vendor shall deliver to the department or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
3. Before the expiry of the exit management period, unless otherwise provided under the contract, GoM or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of GoM or its nominated agencies or its users

### **4. Employees**

1. Promptly on reasonable request at any time during the exit management period, the Vendor shall, subject to applicable laws, restraints and regulations (including

in particular those relating to privacy) provide to department or its nominated agencies a list of all employees (with job titles) of the Vendor dedicated to providing the services at the commencement of the exit management period;

2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Vendor to the department or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of the Vendor, then the Parties shall comply with their respective obligations under such Transfer Regulations.
3. To the extent that any Transfer Regulation does not apply to any employee of the Vendor, the department or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of the Vendor and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any Replacement Vendor

#### **5. Transfer of certain agreements**

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

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

1. At any time during the exit management period, where Assets are located at the Vendor's premises in relations to this project, the Vendor will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) GoM or its nominated agencies, and/or any Replacement Vendor in order to inventory the assets or Assets.
2. The Vendor shall also give GoM or its nominated agencies, or any Replacement Vendor right of reasonable access to the Vendor's premises and shall procure the department or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is

reasonably necessary to migrate the services to Go<state> or its nominated agencies, or a Replacement Vendor.

**7. General Obligations of the Vendor**

1. The Vendor shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to Go<state> or its nominated agencies or its replacement Vendor and which the Vendor has in its possession or control at any time during the exit management period.
2. For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of the Vendor.
3. The Vendor shall commit adequate resources to comply with its obligations under this Exit Management Clause.

**8. Exit Management Plan**

1. The Vendor shall provide to GoM or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.
  - a. A detailed programme of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - b. Plans for communication with such of the Vendor's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on department's operations as a result of undertaking the transfer; and
  - c. If applicable, proposed arrangements for the segregation of the Vendor's networks from the networks employed by GoM or its nominated agencies and identification of specific security tasks necessary at termination; and
  - d. Plans for provision of contingent support to the Department or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
2. The Vendor shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

3. Each Exit Management Plan shall be presented by the Vendor to and approved by GoM or its nominated agencies.
4. In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
5. During the exit management period, the Vendor shall use its best efforts to deliver the services.
6. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
7. This Exit Management plan shall be furnished in writing to the Go<state> or its nominated agencies within 90 days from the Effective Date of the contract.

### ***5.17 Confidentiality***

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of the GoM.

### ***5.18 Responsibility for safe custody and integrity of data***

- The Bidder shall not, without prior written consent from GoM, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the department in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- The Bidder shall not, without prior written consent of department, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents issued by department, other than the Contract itself, shall remain the property of the department and shall be returned (in all copies) to department on completion of the Bidder's performance under the Contract if so required by the department.

### **5.19 Contract amendment**

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

### **5.20 Resolution of disputes**

- GoM and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, the Department and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. In case of non agreement on the third party arbitrator, appointed by MITS would be the sole arbitrator. All Arbitration proceedings shall be held at Shillong and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English
- In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Court in Shillong.

### **5.21 Insurance Requirement**

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

### **5.22 Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the party's

address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

### **5.23 Interpretation of Clauses**

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

### **5.24 Third Party Claims**

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

### **5.25 Payment Terms**

The payment to the selected TPA shall be processed on quarterly basis on submission of report and fulfillment of other contractual obligations.

<b>Sr. No.</b>	<b>Activity</b>	<b>Percentage of amount to be released</b>
1	Mobilization Advance on signing of Contract	Equivalent to payment for Two Quarters
2	End of Every Quarter (subsequent to first two quarters)	Payment for the Quarter

### **5.26 Penalty**

The time schedule for the entire project and for the major activities will be agreed upon for the project between the state and the TPA. In case of any delay solely on account of TPA fault, a penalty of 10% will be imposed for delay of every twelve (12) weeks' or part thereof, subject to a maximum of Thirty Six (36) weeks' delay from the scheduled target date. Beyond a delay of thirty six (36) weeks, State reserve the right



to either terminate the project or ask the TPA to complete the SWAN independent audit and performance monitoring project without any extra fee.

Beyond a delay of thirty six (36) weeks, State reserve the right to either terminate the project or ask the TPA to complete the SWAN independent audit and performance monitoring project without any extra fee:

a. In the event of DIT/States deciding to continue the project, the penalty so computed based on the number of weeks' of actual delay will be deducted from the balance fee payable to the TPA.

b. In the event of State deciding to terminate the project, the TPA will have to return the mobilization advance along with an interest of 9% p.a. plus the penalty so computed based on the number of weeks' of actual delay, failing which DIT/States reserves the right to invoke the bank guarantee submitted by the TPA and initiate action to recover the balance amount.

In case of delays in the project not attributable to the TPA, State may take final decision on the additional costs for the time overrun on a monthly basis (computation will be as per the quarterly payment). In case of inordinate delays beyond 12 months from the date of issue of the work order, not attributable to the TPA, the TPA would be permitted to hand over the due project deliverables at that point of time to DIT/States and withdraw from the project after receiving the fees based on completed milestones. Further, in case of inordinate delay beyond 9 months of the allotted time schedule of the Independent Audit project, if State feels that the TPA may not be able to complete the project, then State may terminate the TPA from the respective independent audit and performance monitoring project.

State shall have a right to prematurely close this Project without assigning any reason. In case of premature closure of the project by DIT/States, it shall reimburse to the TPA the fee based on the milestone percentages as per the Work Order and or milestone for which only part of the work has been completed by the TPA at the time of foreclosure, fee based on the proportion of the effort completed by the TPA, shall be paid.

## Annexure 1: Checklist

The bidder should attach following checklist for compliance with important criterion along with the bid to be submitted:

Sr. No.	Item	Complied (Yes/ No)	Remarks
1.	Cover letter		
2.	All pages of bid are numbered, signed by authorized signatory and bids are sealed properly		
3.	Proof of authorized signatory (Power of attorney/ Board declaration)		
4.	Proof of EMD		
5.	Undertaking stating that the bidder is not the state SWAN operator or any of its associated SI/ Consortium member		
6.	Proof of empanelment of consultants by the DIT, GoI for TPA SWAN		
7.	CVs of Key resources proposed, Details on the total number of resources proposed and resource deployment plan		
8.	Sealed Financial bid		
9.	One sealed original bid envelope and One sealed copy of the bid envelope is submitted in a single envelope		
10.	The bid is being submitted in consortium		

## **Annexure 2: Cover letter format**

To

Member Secretary (IT)  
Meghalaya Information Technology Society  
NIC Building, Ground Floor,  
Secretariat Hill  
Shillong-793001, Meghalaya

Dear Sir,

*Ref: Bid for RFP – For the Selection of Consultant for TPA audit of SWAN*

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the project in line with our roles and responsibilities as defined in the bid document <Reference> for a period of 5 years.

We attach hereby the Commercial bid Response as required by the bid document, which constitutes our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and GOM or its appointed representatives. If our Bid is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a nationalized bank in India, acceptable to GOM, for a sum of INR <\_\_\_> (Rupees \_\_\_\_ only), for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid Response for a period of SIX MONTHS from the date fixed for Bid opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, this Bid Response, together

with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this ..... Day of .....2010

(Signature) (In the capacity of)

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

.....  
.....

(Name and address of Tendering Company)

Seal/Stamp of Tenderer

Witness signature:

.....

Witness name: .....

Witness address: .....

Attachments: Board resolution delegating signing powers to authorized signatures  
Bid Technical Response

### Annexure 3: Financial Bid format

Following table shall be used submission of financial bid from the bidders:

Sr. No.	Description	INR
1	S =Charges for SHQ (Per Annum)	
2	D= Charges per DHQ (Per Annum)	
3	B = Charges per SDHQ/BHQ (Per Annum)	
4	Total Charges for Five Years (Total overall financial bid considering all the SHQ, DHQ and SDHQ/BHQ PoPs)  (BID PRICE) = (S*5) + (D*5*7) + (B*5*47)	(in figures)
		(in words)

## Annexure 4: Award of Contract

The final score used for calculating the most responsive bid shall be calculated based on a Quality Cum Cost based evaluation as explained in this Annexure, following table shows the weightage to be used for calculating the total overall score of the bidders:

Sr. No.	Description	Weightage
1	Normalised Technical Score as per DIT, GoI Empanelment	15%
2	Normalised Technical Score at State/UT Level	15%
3	Normalised Financial Bid	70%

The Normalization of Technical and Financial score shall be done by awarding maximum marks to the bidder having highest technical score and lowest financial bid respectively. The total score shall be arrived by using the following formula:

**Total score, S** =  $0.15 \times (\text{Technical score of bidder as per DIT} / \text{Highest Technical score as per DIT}) + 0.15 \times (\text{Technical marks awarded to bidder at State} / \text{total technical maximum marks allotted at State}) + 0.7 \times (\text{Lowest Financial bid received} / \text{Financial bid of bidder})$ .

The bidder having the highest overall score „S“ shall be invited for negotiations/ awarded contract.

## Annexure 5: CV format

1. **Proposed Position** [only one candidate shall be nominated for each position]:
2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_
3. **Name of Staff** [Insert full name]: \_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_
5. **Education** [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_
7. **Other Training** [Indicate significant training since degrees under “5 – Education” were obtained]: \_
8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]:\_\_\_\_
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:

From [Year]: \_ To [Year]: \_\_\_\_

Employer: \_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  [Among the assignments in which the staff has been
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[List all tasks to be performed under this assignment]	involved, indicate the following information for those assignments that best illustrate staff capability to handle the project]  Name of assignment or project: ____ Year: _ Location: ____ Client: ____ Main project features: ____ Positions held: ____ Activities performed: _
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**13. Staff is resident / native of Meghalaya: Yes or No**

**14. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: \_\_\_\_\_

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: \_\_\_\_



## Annexure 6: LIST OF MSWAN POPs

The SHQ, DHQ, SDHQ & BHQ PoP's will be located at the State Secretariat, District Commissioner / District Collector's Office, Sub Divisional Officer's (SDO) office & Block Development Officer's (BDO) office respectively.

The list of Districts, Subdivisions and Blocks is given below:

Sr. No	District	Subdivision	Block
1	East Khasi Hills	Sohra	Shella*
			Mawsynram
			Khadar Shnong
			Mawphlang
			Mylliem
			Mawkynrew*
			Pynursla*
			Mawryngkneng
2	West Khasi Hills	Mairang	Mawshynrut
			Nongstoin
			Ranikor*
			Mawkyrwat
			Mawthadraishan
			Mairang
3	Jaintia Hills	Amlarem	Thadlaskein
			Laskein*
			Saipung*
			Khliehriat
			Amlarem
4	Ri Bhoi		Jirang
			Umling
			Umsning

Selection of Third Party Auditor (TPA) for Meghalaya SWAN

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5	East Garo Hills	Resubelpara	Resubelpara
			Kharkutta
			Rongjeng
			Samanda*
			Songsak
6	WestGaro Hills	Dadenggiri	Tikrikilla
		Ampati	Dadenggiri
			Selsella
			Rongram*
			Betasing*
			Dalu
			Gambegre*
			Zikzak*
7	South Garo Hills		Chokpot
			Gasupara*
			Baghmara*
			Rongra*

\* - Blocks where leased line link is currently not available.