

**Request for Proposal (RFP)**

**“Empanelment of Third Party Audit (TPA) Agencies for State Data Centre”**

**Tender File No: 3(62)/09-EG-II**



**Department of Information Technology,  
Government of India,  
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## Abbreviations and Definitions

Abbreviation	Description
CGO	Central Government Office
CSC	Common Services Center
DCO	Data Centre Operator
DIT	Department of Information Technology
EMS	Enterprise Management System
EMD	Earnest Money Deposit
FMS	Facility Management Services
GoI	Government of India
IT	Information Technology
IT Audit	Audit activities performed in the areas of IT/IS Infrastructure/IT Systems/IT Operations /Processes & Policies /Standards, Security /SLA
ISMS	Information Security Management System
ITIL	IT Infrastructure Library
MCIT	Ministry of Communication and Information Technology
MMP	Mission Mode Project
MoU	Memorandum of Understanding
NeGP	National e-Governance Plan
NIC	National Informatics Centre
O & M	Operations & Maintenance
RFP	Request for Proposals
ROC	Registrar of Companies
SDC	State Data Centre
SIA	State Implementing Agency
SLA	Service Level Agreement
STQC	Standardization, Testing & Quality Certification
SWAN	State Wide Area Network
TPA	Third Party Audit Agency
UT	Union Territory
VA	Vulnerability Assessment

## SECTION – I INTRODUCTION TO THE PROJECT

**1.1** The National e-Governance Plan (NEGP) of Government of India has a clear focus on improving delivery of government services to citizens. Towards this end, it has identified several Mission Mode Projects (MMPs) to be implemented both at the Central and State levels, as also several other e-Governance services planned to be provided by the State governments to the citizens electronically. NEGP recognizes that creation of basic infrastructure by the States is essential and towards this end, State Wide Area Network (SWAN) and State Data Centre are being established in every State. Department of Information Technology, as part of its scheme of “State Data Centre (SDC)”, is providing technical and financial support to the States/UTs to set up their SDCs.

**1.2** The State Data Centre scheme provides for two implementation options for SDC. Under the Option I, State sets up, owns and manages operations of the SDC using NIC and State Personnel. In Option II, State adopts an outsourcing model while retaining direct ownership of critical IT infrastructure and direct control of key operational personnel. In either of the Options TPA is required. So far 31 States have opted for Option I for implementation of SDC in their respective States.

**1.3** In many of the States, the Data Centre Operator has been selected & the implementation activity will begin soon. Also some States are in advanced stages of selection of Data Centre Operator. The Data Centre Operator shall be responsible for implementation of SDC and operations & management and associated activities for period of Five Years. Once the State Data Centre is implemented successfully at the State, it'll enter in to the operations and management phase. There will be multiple stakeholders involved during the Operations and Management phase of the State Data Centre scheme over a period of five years

**1.4** The key Stakeholders at the State for State Data Centre are –

**a) State Consultant:** Engaged with the State till the Final Acceptance Test of the SDC and is providing consultancy support to the State in implementation of SDC.

**b) State Implementing Agency (SIA):** The State government has appointed an SIA to implement and manage the SDC for a period of five years. The TPA shall be responsible and accountable to the SIA for all its deliverables in the State/UT. A composite team with key professionals from NIC and SIA would be formed which will be responsible for operations and management of SDC for 5 years.

**c) Data Centre Operator (DCO):** The DCO is responsible for design, supply, implementation as well as operations and management of the Data Centre as per laid

down requirements by the State over a period of five years and would be required to adhere to the solution proposed by them and Service Level Agreements (SLA) committed to the State. The quarterly payment for Operations and management of SDC is solely linked to the SLA and the penalties (if any) would be imposed on the DCO accordingly. The TPA shall be monitoring the SLAs as per the contract between SIA and DCO and would report non-compliances, adherences etc.

**d) STQC:** STQC shall assess the processes and practices adopted by the TPA in respective States at an interval of 6 Months to ensure that various required & proposed audit parameters & frameworks, various quality characteristics including information security management, basic design practices (TIA 942), IT service Management (SLA Management) etc are being adhered, regularly monitored and are satisfactory.

**e) Composite Team:** The State and NIC together shall form a composite team for the State Data Centre which shall further be supported by domain specialists and staff, i.e. Data center manager, database administrator, system administrator etc for overall operations and management of the Data Centre. The composite team shall be responsible for overall operations and management of the State Data Centre in the State supported by the team of Data Centre Operator.

**1.5** As a part of the SDC Scheme, an independent Audit of the Data Centre infrastructure, Operations and management, processes, Security and Service Level Agreements of the SDC within the provisions of the contract between with Data Centre Operator & the SIA is required. This shall be done by appointing an independent TPA (Third Party Audit Agency) at the State/UT.

**1.6** The State Data Centre is a critical infrastructure component hosting mission critical applications, it is imperative that the agencies considered for empanelment should have a high level of credibility, audit experience and background with adequate domain expertise in the area of Information Technology, Security Audits, SLA monitoring, consulting and compliance to prescribed standards.

**1.7** Department of IT, through this RFP is inviting for the proposals from eligible organizations for the empanelment process. The overall objective of this empanelment process is to empanel capable and qualified firms to carry out periodic Third Party Audit activities at the State for State Data Centre. As per earlier envisioned approach, DIT had to create a panel of 5 agencies out of which the State/UT would be able to select & appoint one agency as the TPA for their SDC for a period of five years. Although 3 agencies are already empanelled, further few more agencies would be empanelled based on their technical scores through this RFP. DIT reserves the right to decide on the number of agencies to be

empanelled through this RFP. DIT reserves the right to decide on the number of agencies to be empanelled for TPA.

- 1.8** For the purpose of appointment, the respective States would communicate their preferences from the names of empanelled consultants sent for that state by DIT. For this purpose the State would invite empanelled agencies to give a technical presentation covering the TPA team proposed & actual resources to be deployed for the TPA activities for their State. Once State has selected an agency from the panel, the contract agreement would take place between the selected agency and the State/SIA. The broad Scope, Deliverables and Service levels for the TPA are mentioned in this document. The Panel, thus created, shall be valid for a period of 24 Months from the date of notification of the Panel. The empanelment period may be extended further for a period of 12 months on the same terms and conditions at the discretion of the DIT.
- 1.9** The States are categorized in three categories viz A, B and C. For list of states in each category, please refer [Annexure I](#). Any empanelled agency would not be allowed to become TPA for more than a total of 8 States put together for category A & B States. However for category C states there would not be such restriction.
- 1.10** Any empanelled agency which has been the Consultant for SDC in a particular State/UT or have been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT.
- 1.11** Any firm/agency or its consortium partners, which happens to be the Data Centre Operator for SDC in any State/UT, shall not be allowed to participate in this bid process. All firms/agencies submitting their proposals in response to this RFP would be required to give an undertaking that they either solely, or through any consortium partner would not participate in the SDC implementation in any States/UTs.

## **SECTION – II SCOPE OF WORK FOR TPA**

### **2.1 General**

The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the DCO and add value to improve the State Data Centre operations. It helps the State/UT accomplish the State Data Centre's objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes. The third party audit agency (TPA) will audit the implementation, operations and management, security and compliance with standards and processes of the Data Center.

The audit report shall form the basis for quarterly payments to the DCO during the operations phase of 5 years.

## **2.2 Objectives**

The broad objectives of having TPA are to ensure that:

- The Data Centre operations and management control processes are adequate and functioning as intended.
- Administrative control of data and its confidentiality, security and privacy is with the State Government de-jure and de-facto.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- Interaction with the various stakeholders occurs as needed.
- Risks are appropriately identified and managed.
- The Data Centre Operator's actions are in compliance with laid down policies, standards, procedures, and applicable laws and regulations.
- Quality and continuous improvement are fostered in the SDC operations and management processes.

Opportunities for improving the processes, policies, standards, administrative and management control, and the data centre's buy-in for the line department may be identified during audits. They will have to be communicated to the State/SIA.

2.3 To have better understanding of the scope of work, the agency would need to

- a. Study the SDC RFP and the contract signed between the State/UT and System Integrator for SDC implementation, the respective MoUs signed and the implementation process for State Data Centre at the State.
- b. Study the SDC policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the data centre.
- c. Understand the roles and responsibilities of various stakeholders such as State Implementing Agency, Data Centre Operator, user department etc.
- d. Study the SLA's between different stakeholders.
- e. Study the proposal of engaged Data Centre Operator with the State to understand its offering and SLA commitments.

The SIA shall provide necessary documents related to above to the TPA.

## **2.4 Scope of Work**

This section describes the broad scope of work and deliverables that the TPA shall carry out

for a period of five years from the date of appointment by the State.

#### **2.4.1 Audit Activities**

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with the State and would need to study the proposal of engaged Data Centre Operator with the State to understand its offering and SLA commitments. Also, the agency would need to study the contract signed between the State/UT and System Integrator for SDC implementation, the respective MoUs signed and the implementation process for State Data Centre at the State. After its study, the TPA would

- a. Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations.
- b. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
- c. Prepare annual audit plan including stated audit areas and controls.

#### **2.4.2 State Data Centre Infrastructure Audit**

- a. TPA shall undertake audit for physical and IT infrastructure including verification of completeness of inventory and asset bill of material for the State Data Center.
- b. TPA would define and audit the control points for inventory audit at the State Data Centre in the State.
- c. TPA shall appraise the State/UT about the health of the components through reports indicating the capacity utilization and corresponding scalability requirements.
- d. TPA shall audit the consumables within the SDC for which the payment to the DCO is on actual basis such as Electricity, Diesel, Bandwidth cost etc.
- e. TPA audit shall include audit of DCO's recommendations to the State / UT for capacity planning and upgrades as per the requirements of the State.
- f. TPA shall also cover obsolescence of the physical & IT infrastructure as per the policy defined by the State. 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

#### **2.4.3 Operations and Management Process and Control Audit**

- a. 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, along with providing Helpdesk services and provide recommendations to the State.
- b. 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 the State/UT. 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.
  - c. Audit the capacity & utilization plan developed by the System Integrator and identify gaps.
  - d. Audit the exit process for the System integrator with keeping the transition processes and timelines in mind.
  - e. TPA would also audit the process & controls followed by the SI in order to ensure smooth & seamless integration of SDC with SWAN and CSC.

#### **2.4.4 SLA Monitoring Audit**

The TPA would perform SLA audit every quarter to review and monitor the performance with reference to the SLA between System Integrator and the State Implementing Agency including audit the services (such as call resolution etc.) and overall uptime of data centre. Subsequently, TPA would carry out the following tasks:

- a. 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 the State and DIT, GoI.
- b. TPA shall also review the configuration/deployment parameters of the EMS/BMS against the configuration report submitted earlier to the State and examine the process followed to generate the reports.
- c. TPA shall proactively convey to the stakeholders any concerns based on the configuration of or information generated through EMS/BMS.
- d. TPA shall review the SLA performance on a quarterly basis and compute penalty for SLA non-compliance on the quarterly payment to be paid to the DCO in line with the agreed SLAs and payment terms & conditions.
- e. TPA audit would also verify the parameters of the SLA, which cannot be monitored using BMS/EMS.
- f. TPA shall review the helpdesk procedures established by the DCO and submit a Quarterly Report with recommendations to the State/UT.

- g. 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.

#### **2.4.5 Security and compliance Audit**

- a. TPA shall perform security audit of the SDC as per the Guidelines issued by the Department of IT, Govt. of India, review the information security policy, and provide recommendations to the State so as to ensure integrity, confidentiality and availability of information and resources.
- b. TPA would review the security measures followed by the Data Centre Operator to ensure that the applications being hosted are free of vulnerabilities.
- c. TPA shall conduct the vulnerability assessment & penetration testing on the identified components and share the results with respective state/UT.

#### **2.5 DCO Obligation:**

DCO will deploy SLA Management Tools as provisioned in RFP. Tool should be equipped with adequate licenses. DCO will provide complete access to all the tool and relevant product information to the TPA.

Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures should be made available to the TPA. Make available in a timely manner all relevant documentation and ensure access to relevant staff and management.

However, any tool for VA and penetration testing, desktop/laptop and any logistics requirements would need to be arranged by TPA.

#### **2.6 Deliverables for TPA**

Key deliverables for scope of work given above is not limited to but includes following:

<b>S. No</b>	<b>Audit Area</b>	<b>Deliverables</b>	<b>Periodicity</b>
1	Audit Activity	<p>Audit framework, Audit plan, related procedures and templates incorporating following but not limited to :</p> <p>Audit and Assessment Framework for specified audit areas incorporating following but not limited to :</p> <ul style="list-style-type: none"> <li>• Audit Assessment parameters based on State/UT's policies and guidelines.</li> </ul>	<p>Once (subject to annual review) every year it would be reviewed internally and need to be updated for new checkpoints etc</p>

		<ul style="list-style-type: none"> <li>• Tabulation of measurable parameters for SLA Audit</li> <li>• Ensure mapping of the SLA conditions and limits onto EMS.</li> <li>• Review of processes of interaction between DCO, State/UT and User departments.</li> <li>• Template for reports to be submitted by the SDC Operator to TPA on a regular basis.</li> <li>• Also make sure that EMS reports are not modified.</li> </ul>	
2	SDC Infrastructure Audit	Inventory audit report including executive summary, checklist and compliance	Six Monthly
3	Operations and Management Process and control	Audit report including but not limited to following checkpoints related to processes followed by the DCO for its Data Centre Management deliverables : 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. The audit report shall also emphasize specifically the efficacy of incident management and asset management.	Six monthly
4.	SLA Audit	Quarterly SLA audit report : The Audit report should include all the SLA parameters as agreed by the Data Centre Operator, its conformance/deviation to the SLA and recommend penalties for the Data Centre Operator for its quarterly payments	Quarterly
5	Security and Compliance Audit	Security Audit reports including but not limited to following checkpoints/controls : <ul style="list-style-type: none"> <li>• Vulnerability assessment and penetration testing .The final Report with Executive Summary should include: Identification of vulnerabilities, Evaluation of potential risks, Prioritization of risks, estimated cost to affect remedies. VA/PT tools should be</li> </ul>	Six Monthly

		non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by SIA before deployment. <ul style="list-style-type: none"> <li>Compliance to SDC Policy Guidelines</li> </ul>	
6	Reporting & Updates to DIT	TPA would be responsible for periodic reports preparation which will be sent to the STQC as well as DIT in prescribed formats from time to time for information by SIA.	Quarterly

*Once the agencies are empanelled, based on this SoW, a master contract agreement would be signed by the individual State/UT which would include the aforementioned detailed deliverables and timelines.*

### SECTION III – IMPORTANT INFORMATION TO THE BIDDERS

#### 3.1 Data Sheet

S.No.	Details
3.1.1.	<b>Name of the Client:</b> Department of Information Technology, Ministry of Communications and IT, Government of India.
3.1.2.	Name of the assignment: <b>“Empanelment of Third Party Audit (TPA) Agencies for State Data Centres (SDCs)”</b> .
3.1.3.	<b>Method of empanelment:</b> Two Stage process including Pre-Qualification, Technical Evaluation. For the details of each stage and final evaluation please refer to sections IV, V and VI respectively.
3.1.4.	<b>RFP Reference:</b> File No 3(62)/09-EG-II
3.1.5.	<p><b>Ernest Money Deposit (EMD) :</b> The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs. 10,00,000.00 (Rupees Ten Lakhs only) in the form of demand draft/banker’s cheque/bank guarantee, from any scheduled Indian bank valid for 6 months, drawn in favor of <i>“Pay and Accounts officer , Department of Information technology”</i> payable at New Delhi.</p> <p><b>Non-Refundable Tender Cost:</b> A separate demand draft of Rs.5000/- (Rupees Five Thousand only) shall be furnished as Tender Document Fee (non-refundable) drawn in favor of <i>“Pay and Accounts Officer, Department of Information Technology”</i> payable at New Delhi. The demand draft/banker’s cheque should be valid for 6 months.</p>

S.No.	Details
3.1.6.	<b>Validity Period of the Technical Proposals:</b> Proposal must remain valid for ninety (90) days from the date of submission.
3.1.7.	<b>Period of Empanelment:</b> The empanelment would be valid for an initial period of 24 Months which may be extended by another year on mutually agreed terms. There will be no professional fee paid to agencies for empanelment. The payments would be based on the contract signed between the Agency (TPA) and the State/UT
3.1.8.	<p><b><u>Last date for submission of written queries for clarifications : 21 April 2011</u></b>  All the queries should be submitted in the format specified in <a href="#">Form 9</a>.  The address for requesting clarifications is:  <b>Uma Chauhan,</b>  Addl. Director  Department of Information Technology  Government of India  Electronics Niketan, 6-CGO Complex  New Delhi-110003  E-Mail : <a href="mailto:uma@mit.gov.in">uma@mit.gov.in</a>  Date for release of response to clarifications on <a href="http://www.mit.gov.in">http://www.mit.gov.in</a> : <b>28 April 2011</b></p>
3.1.9.	<p>Last Date for submission of Bids: <b><u>03:00 Hrs on 06 May 2011.</u></b> The Proposal submission address is:  <b>Additional Director (Mrs Uma Chauhan)</b>  e-Governance Group  Department of Information Technology,  Government of India,  Electronics Niketan,  6-CGO Complex, Lodhi Road,  New Delhi-110003.  <b>No request for extension of date will be entertained. Proposals received after the stated time and date would not be considered and would be returned unopened.</b></p>
3.1.10.	Opening of Prequalification Bids: 06 May 2011, 3:30 PM in the chamber of Sr. Director & HoD - SDC Scheme, Department of Information Technology, New Delhi.
3.1.11.	<ul style="list-style-type: none"> <li>• Presentation on technical bid by short-listed bidders, if required</li> </ul>
	To be declared later

S.No.	Details
3.1.12.	<p><b>Process for Empanelment :</b> The empanelment of the TPAs would follow a two stage process:</p> <ol style="list-style-type: none"> <li><b>Stage 1: Pre-qualification.</b> All the agencies responding to this tender would need to meet the pre-qualification criteria as prescribed in <a href="#">SECTION IV</a> to get qualified for the Stage 2.</li> <li><b>Stage 2: Technical Qualification &amp; Empanelment</b> – Technical Proposals of those agencies qualifying the Stage 1 would be taken up for evaluation as per the technical bid evaluation criteria listed in <a href="#">Section V</a> of this RFP. The agencies scoring at least 75 marks would be qualified for the Empanelment.</li> </ol>
3.1.13.	<p><b>Others :</b></p> <ol style="list-style-type: none"> <li>As per earlier envisioned approach, DIT had to create a panel of 5 agencies out of which the State/UT would be able to select &amp; appoint one agency as the TPA for their SDC for a period of five years. Although 3 agencies are already empanelled, further few more agencies would be empanelled based on their technical scores through this RFP. DIT reserves the right to decide on the number of agencies to be empanelled for TPA.</li> <li>The Bidders are advised that the empanelment of TPA agencies shall be on the basis of the Process for Empanelment specified in this RFP. The bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Process for Empanelment will be given and that the DIT's decisions in this regard are without any right of appeal whatsoever.</li> <li>While preparing the Proposals, prospective bidders must give particular attention to the details in the RFP document.</li> <li>Material deficiencies in providing the information requested may result in rejection of the proposal. DIT's decision in this regard shall be final and binding.</li> <li>The cost to be incurred by the prospective bidders to prepare the proposals and for negotiating the contract, including any visits to DIT or States/UTs will not be reimbursed.</li> <li>Information relating to evaluation of proposals and recommendations concerning</li> </ol>

S.No.	Details
	<p>award shall not be disclosed to the bidders or to other persons not officially concerned with the process.</p> <p>vii. Bids from consortium of agencies are not acceptable.</p> <p>viii. During pre qualification and technical evaluation of the Proposals, Department of Information Technology may, at its discretion, ask the bidders for clarifications on their proposal. The bidders are required to respond within the time frame prescribed by Department of Information Technology.</p> <p>ix. At any time prior to deadline for submission of proposal, Department of Information Technology may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and such amendments shall be binding on them.</p> <p>x. <b>Right to reject any or all Proposals :</b> Notwithstanding anything contained in this RFP, the DIT reserves the right to accept or reject any Proposal, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.</p> <p>xi. Without prejudice to the generality of Clause x above, the DIT reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Bidder does not provide, within the time specified by the DIT, the supplemental information sought by the DIT for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking bidder gets disqualified / rejected, then the DIT reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the DIT, including annulment of the Empanelment Process.</p>

### 3.2 Instructions to the bidders for preparation and submission of proposals

3.2.1. Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the RFP document with full understanding to its implications.

3.2.2. The bids should be submitted in a single envelope containing following three envelopes

- i) **EN-01 EMD and Prequalification Proposal:** The envelope shall be sealed and superscripted "*Prequalification Proposal: Empanelment of Third Party Auditors (TPAs) for Independent Audit and Performance Monitoring of SDCs across India.*"

This envelope should contain two hard copies of Pre-qualification proposal marked as “First Copy” and “Second Copy” duly bound without any loose sheets and one soft copy in the form of a non-rewritable CD/DVD, tender document fees and EMD.

- ii) **EN-02 Technical Proposal.** : The envelope shall be sealed and superscripted *“Technical Proposal : Empanelment of Third Party Auditors (TPAs) for Independent Audit and Performance Monitoring Of SDCs across India”*

This envelope should contain two hard copies marked as “First Copy” and “Second Copy” of Technical Proposal duly bound without any loose sheets and one soft copy in the form of a non-rewritable CD/DVD.

3.2.3. Each Envelope should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.

3.2.4. Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid

3.2.5. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/ Marker”, should be super scribed with “Pre-qualification”/“Technical Bid” (as the case may be) and should bear the name of the Bidder.

3.2.6. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the DIT in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.2.7. The Proposal and its copy shall be typed or written in indelible ink and signed by the Authorised signatory of the bidder who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:



- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public shall accompany the Proposal.

3.2.8. The Bidder shall duly sign and seal its bid with the exact name of the firm/Company.

3.2.9. The Proposals submitted should be concise and contain only relevant information as required under this RFP document.

3.2.10. The firms / agencies submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meeting and visiting the site or any other location in connection therewith. DIT shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

## SECTION IV – PRE QUALIFICATION CRITERIA

### 4.1 Pre-Qualification

Before opening and evaluation of their technical proposals, bidders are expected to meet the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

S. No.	Pre Qualification Criteria	Reference Details
1	<p>The responding firm / agency here after referred as bidder –</p> <p>(a) Should have submitted DD for Rs. 5000 (non-refundable) in favor of “Pay and Accounts Officer, Department of Information Technology” payable at New Delhi.</p> <p>(b) Earnest Money Deposit (EMD): The Bidders shall furnish Earnest Money Deposit (EMD) of Rs. 10,00,000 (Rupees Ten lakhs only) in form of demand draft/ banker’s cheque/ bank guarantee from any Scheduled Indian Bank valid for at least 6 Months.</p>	Complied (Yes/No)
2	The bidder should be a Company registered under the Indian Companies Act, 1956 or a partnership firm and should have been in operation for the last five years.	Certificate of Incorporation & relevant supporting documents
3	The bidder should be an individual organization. Consortium shall not be allowed.	Undertaking
4	The bidder would undertake not to sub-contract / outsource any part of the work defined for TPA in the State. A declaration to the effect including no use of outsourced agencies for providing manpower to be submitted by the authorized signatory.	Undertaking
5	The bidder must have annual turnover of minimum Rs. 100 Crores in each of the following three financial years: 2007-08, 2008-	a) Documents including Tabulated details of the turnover with supportive Copy of the

	09, 2009-10 and an aggregated turnover of minimum Rs. 15 Crores from IT Audit services in following three financial years : 2007-08, 2008-09, 2009-10.	<p>audited profit and loss account/ certified balance sheet/ annual report of the three financial years i.e. 2007-08, 2008-09, 2009-10.</p> <p>b) Certificate from Statutory auditor confirming the annual turnover for the three financial years i.e. 2007-08, 2008-09, 2009-10 and aggregated turnover from IT Audit Services for the three financial years i.e. 2007-08, 2008-09, 2009-10 as per the formats defined in this RFP.</p>
6	The bidder should have successfully completed minimum two IT audit assignments in last two years (2008-09, 2009-10), each with audit fees value not less than Rs. 25 lakh. Projects which are under progress shall also be considered. Projects executed within the Agency's own company, group of companies or Joint Venture companies shall not be considered.	<p>a) Attach work orders, client certificates supporting the criteria.</p> <p>b) In case of ongoing assignments, the bidder would be required to provide a work in progress with satisfactory performance certificate from the customer confirming the audit activities in year 2008-09 and 2009-10 with audit fees value not less than Rs. 25 lakh for completed work for each IT audit assignment.</p>
7	The responding firm must have at least 100 full time technically qualified personnel on its rolls in the area of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security, etc. as on March 31, 2010.	Certificate from Head (HR) or company secretary for number of such technically qualified professionals employed by the company.
8	The bidder must have a team of professionals	Undertaking and copy of

	having valid professional certifications (CISA/ CISSP/ ISO 27001/ ITIL/ ISO 20000) and must have on its payroll at least ten professionals put together in the above categories.	certificates of the professionals.
9	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	A self certified letter by the designated official of the bidder / Form1

The proposals meeting the above qualification criteria will be evaluated as per the Technical Evaluation criteria. Agencies / firms should clearly indicate, giving **explicit supporting documentary evidence**, with respect to the above, **in absence of which their proposals may be rejected**.

## SECTION V – TECHNICAL EVALUATION

### 5.1 Technical Evaluation

The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. The Technical Bid will be examined by the evaluation committee on the basis of responsiveness to the scope of work, applying the broad evaluation criteria and points system specified below. The Technical Evaluation Committee, at its sole discretion, would evolve a further benchmark scoring pattern within the allocated marks for each line item indicated in the table below.

### 5.2 Technical Evaluation Criteria Table

Criteria	Score
<b>A. Overall experience/Organization Strength</b>	<b>40</b>
<b>1. Turnover and IT Audit Business</b>  a) Average turnover of the agency in the following three financial years: 2007-08, 2008-09, and 2009-10.  b) Cumulative IT Audit business in last three financial years: 2007-08, 2008-09, 2009-10.	5

<p><b>2.</b> Audit experience in terms of number of completed assignments/projects in last five years with a minimum order value of Rs. 25 Lakh would be evaluated based on following parameters. Projects which are under progress shall also be considered.</p> <p>a) SLA Audit/data centre Audit experience for IT projects with Government/PSU organization</p> <p>b) SLA Audit/data centre Audit experience for IT projects with non government organizations</p> <p>c) Security Audit/security compliance audit Experience with Government/PSU</p> <p>d) Security Audit/security compliance audit Experience with non government organizations</p>	15
<p><b>3.</b> Total number of technically qualified personnel on its rolls in the areas of IT Audit/Data Centre audit/ IT Infrastructure SLA audit &amp; monitoring for IT related projects including IT infrastructure, IT security etc. would be evaluated</p>	5
<p><b>4.</b> Total Number of Certified Professionals</p> <p>a) CISA</p> <p>b) CISSP</p> <p>c) ITIL /ISO 20000</p> <p>d) ISO 27001 LA</p>	10
<p><b>5.</b> Offices in number of States</p>	05
<b>B. Approach and Methodology</b>	<b>40</b>
<p><b>6.</b> Understanding of Scope</p>	5
<p><b>7.</b> Detailed approach and methodology</p>	15
<p><b>8.</b> Work Plan for the State, Staffing Schedule for audit management</p>	15

<b>9. Technical Presentation</b>	<b>5</b>
<b>C. Quality and competency of key professional staff proposed:</b>	<b>20</b>
<p>The shortlisted agency would be required to assign an appropriate Team for the audit activities at the State/UT consisting Project Manager, IT Auditor, Security Auditor, Technical Specialists and Team members etc according to their work plan and approach. The commitment on quality and competency of key professional staff deployment at the State would be evaluated.</p> <p><b>1. Qualification – Degree/PG degree</b></p> <p><b>2. Years of total experience</b></p> <p><b>3. No. of Audit projects undertaken</b></p> <p><b>4. Relevant certifications</b></p>	

**Minimum mark for qualification** – A total 75 marks with a condition that the bidder secures a minimum of 60% marks in each of the three sections (A, B and C) of the technical evaluation criteria as specified above.

5.3 Proposal Presentations - The evaluation committee will invite the eligible bidders to make a presentation to the DIT at a date, time and location notified by the DIT. The purpose of such presentations would be to allow the bidders to present their technical proposal, approach & Methodology & quality of the professionals proposed to the committee and other key points in their proposals.

5.4 The evaluation committee may require verbal/written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Verbal clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

5.5 Each Technical Bid will be assigned a technical score out of a maximum of 100 points as per the aforementioned Technical Evaluation Criteria Table. Bidders who score a Technical score of 75 and above with a minimum of 60% marks in each of the three sections (A,B and C) of the Technical Evaluation Criteria will qualify for the Empanelment for SDC-TPA.

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

## SECTION VI – Financial Quotes for different Categories of States

The Bidders are advised to note that the total fee and rate of work, as given below, has been fixed based on the category of the States/UTs as specified in [Annexure-I](#).

1. For **Category A** states/UTs, the total fee for contracted work shall be Rs. 2.00 Crores for a period of 5 years at the annual rate of Rs 40 Lakhs plus taxes (as applicable).
2. For **Category B** states/UTs, the total fee for contracted work would be Rs. 1.80 Crores for a period of 5 years at the annual rate of Rs 36 Lakhs plus taxes (as applicable).
3. For **Category C** states/UTs, the total fee for contracted work would be Rs. 1.60 Crores for a period of 5 years at the annual rate of Rs 32 Lakhs plus taxes (as applicable).

## SECTION VII – CONDITIONS OF EMPANELMENT CONTRACT

The operating clauses would emerge from the technical process finalized with the selected agency for the State Data Centre. In addition, the contract will inter-alia include the following terms:

### 1. Definitions

In the Contract agreement, the following terms shall be interpreted as indicated:

- a) “SDC” means the State Data Centre in the States/UTs.
- b) The “Contract” means the empanelment agreement entered into between the States/UTs and the EMPANNELED THIRD PARTY AUDIT AGENCY as recorded in the Contract Form signed by the States/UTs and the EMPANNELED THIRD PARTY AUDIT AGENCY including all attachments and annexure thereto and all documents incorporated by reference therein.

### 2. Deliverables

The final list of Deliverables would be finalized during contract negotiation with the selected vendor.

### 3. Time Schedule

The duration of the empanelment is scheduled for an initial period of 5 years from the date of signing of the Contract.



4. Empanelment Guarantee

Within 7 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee for Rs 25.00 lakhs in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank and valid for 24 Months from the date of empanelment and any applicable extension periods as may be mutually accepted. The EMD will be discharged after the receipt of this Empanelment Guarantee from the firm selected for empanelment.

5. The TPA shall indemnify States/UTs against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copy right arising from the use of the supplied services or any part thereof.
6. Either party will accept liability without limit (1) for death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have at law.
- a) The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the TPA to State/UT government or any other organizations
- b) Notwithstanding anything to the contrary contained in the Work Order, in no event will the Consulting Firm be liable to DIT/States/UTs, whether a claim be in tort, contract or otherwise for any amount in excess of 100% of the total professional fees payable for the respective Project
- c) No action regardless of form, arising out of this Contract, may be brought by either party; more than one year after the cause of action has accrued.

States/UTs may at any time terminate the Empanelment Contract by giving written notice to the TPA, without any compensation to the TPA, if the TPA becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIT/States.

7. Payment Terms and Schedule

STQC shall assess the processes and practices adopted by the TPA in respective States at an interval of 6 Months to ensure that various required & proposed audit parameters & frameworks are being adhered, regularly monitored and are satisfactory.

The payment to the TPA shall be on 6 monthly basis subject to satisfactory assessment done by STQC & agreed by SIA for the TPA activities. A pre-receipted bill in triplicate (for the audit and independent monitoring) shall be submitted as per the following schedule:

S. No.	Activity	% amount to be released
1.	End of Every 2 <sup>nd</sup> Quarter upon satisfactory acceptance of deliverables by the SIA & assessment by STQC	50 % of the annual Audit Fee as per the contract.

In case of non-satisfactory performance, a penalty of 5% of the annual fee shall be deducted.

8. Progress of the Project

Progress of the project may be intimated in writing to States/UTs on monthly basis by each agency engaged at the State.

9. Confidentiality

- a) Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

These restrictions will not apply to any information which:

- i) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- ii) is acquired from a third party who owes no obligation of confidentiality in respect of the information ; or
- iii) is or has been independently developed by this recipient or was known to it prior to the receipt.

- b) Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third parties to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause(ii) (and without branching any legal or regulatory requirement ) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.
- c) Without prejudice to the foregoing provision of this Clause above TPA may cite the performance of the services to clients and projective clients as an indication of its experience
- d) The TPA shall not, without States/UTs prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the TPA in the performance of the work order.
- e) The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

#### 10. Project Time / Termination / Penalty/ Liability Clause

The TPA would be required to adhere to the periodicities of the audit process, requirements defined in this RFP to meet the Scope of work and associated deliverables. The time schedule for the entire project and for the major activities will be agreed upon before awarding the project to the TPA by the State. In case any delay solely on account of TPA fault for its deliverables/activities, a penalty of 5% of the annual audit fee will be imposed for non-satisfactory performance as assessed by the STQC and agreed by the State/SIA. Upon two successive non-satisfactory rating by the STQC and agreed by State/SIA, the State may terminate the contract with TPA and appoint another agency as TPA by a formal process with due diligence at State/SIA amongst the empanelled agencies.

States/UTs 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/deliverable percentages as per the Work Order and for milestone/deliverable 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.

States/UTs may send a written notice to the TPA to terminate this Work Order, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for State's/UT's convenience, the extent to which performance of work under the work order and / or the Contract is terminated, and the date upon which such termination becomes effective. States/UTs reserve the right to elect:

- To have any portion completed at the work order and / or the Work Order terms and prices; and /or

- To cancel the remainder and pay to the agency an agreed amount for partially completed Services as per clauses above.

11. Miscellaneous terms & Conditions

- a) The end product of the work assignment carried out by the TPA, in any form, will be the sole property of States/UTs.
- b) The TPA shall not outsource the work to any other associate / franchisee / third party under any circumstances.
- c) The TPA shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The TPA shall always act, in respect of any matter relating to this Contract, as faithful advisors to States/UTs and shall at all times, support and safeguard State's/UTs legitimate interests.
- d) The TPA automatically agrees with DIT/States for honoring all aspects of fair trade practices in executing the work orders placed by DIT/States.
- e) In the event the TPA's Company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with States/UTs, should be passed on the compliance by the new company new Division in the negotiation for their transfer .
- f) For all deliverables at the State/UT, the TPA shall be responsible and accountable to the SIA.

12. Force Majeure

- a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by States/UTs :
  - War / hostilities
  - Riot or Civil commotion
  - Earth quake , flood , tempest , lightning or other natural physical disaster
  - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the TPA, which prevent or delay the execution of the order by the TPA

- b) The TPA shall advise States/UTs in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, States/UTs reserve the right to cancel the contract without any obligation to compensate the TPA in any manner for what so ever reason, subject to the provision of clause mentioned.

13. Arbitration

- a. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to IT Secretary, <State/UT> for final decision and the same shall be binding on all parties.
- b. The Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- c. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the TPAs.
- d. States/UTs and the agency shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in New Delhi, India.

14. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

15. Award of Contract

On signing of the contract, States/UTs will award the contract to the TPA agency.

16. Refund of EMD and Submission of Empanelment Bank Guarantee

16.1 The Earnest Money Deposit (EMD) will be refunded as follows.

- i. In the case of those bidders who fail to qualify the eligibility criteria, the Earnest Money Deposit (EMD) will be refunded without any interest accrued immediately thereafter.
- ii. In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of Bid Evaluation Committee's recommendations.
- iii. For the vendor selected for empanelment, the EMD will be refunded subsequent to submission of Empanelment Bank Guarantee and subject to acceptance of the terms and conditions mentioned in the RFP, without any interest accrued within one month of the acceptance of Bid Evaluation Committee's recommendations.

16.2. The bidders selected for empanelment shall be required to submit a Empanelment Bank Guarantee (EBG) for Rs. 25,00,000.00 (rupees Twenty five lakhs only) for the empanelment period.

16.3. On signing the TPA Contract with the assigned State/UT, the TPA shall submit a PBG of 10% of the contract value to the respective State/UT

17. Forfeiture of Earnest Money Deposit / Empanelment Bank Guarantee

The EMD/EBG submitted for empanelment can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity.
- Withdraws from the Empanelment during period of Empanelment
- Does not accept the correction of errors & terms & conditions of empanelment.
- In case of the successful Bidder, if the Bidder fails to sign the Contract within the time stipulated by DIT.
- The Empanelled TPA refuses to take up the job in the assigned State/UT

18. RFP document

The RFP document can be downloaded from DIT website <http://www.mit.gov.in> Tender fee of Rs. 5000/- (non refundable) to be remitted through a demand draft, from any scheduled commercial nationalized bank, drawn in favour of **Pay and Accounts Officer, DIT, payable at New Delhi**. The bid will not be considered in the absence of the tender fee. The demand draft should be enclosed in the EMD envelope along with the draft of Earnest Money Deposit (EMD).

19. Any empanelled agency which has been the Consultant for SDC in a particular State/UT or have been involved in the bid process management for SDC at the State/UT shall not be allowed to act as TPA for SDC in that particular State/UT.
20. Any firm/agency or its consortium partners, which happens to be the Data Centre Operator for SDC in any State/UT, shall not be allowed to participate in this bid process. All firms/agencies submitting their proposals in response to this RFP would be required to give an undertaking that they either solely, or through any consortium partner would not participate in the SDC implementation in any States/UTs.

## SECTION VIII – FORMS AND ANNEXURES

### ***Form 1: Notice of Intent to submit proposal in response to RFP Notice***

*(To be submitted on the Letterhead of the responding firm)*

{Place}

{Date}

To

Mrs Uma Chauhan

Additional Director, Room No. 3059,

Department of Information Technology

3<sup>rd</sup> Floor, Electronics Niketan

6 CGO Complex

New Delhi – 110003

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Submission of proposal in response to the RFP for **“Empanelment of Third Party Audit (TPA) Agencies for State Data Centre”**

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no <xxxx> dated <dd/mm/yy> for **“Empanelment of Third Party Audit (TPA) Agencies for State Data Centre”**, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of **90 days** from the closing date fixed for submission of proposals as stipulated in the RFP document. The EMD of **Rs 10 lakhs** submitted by us in the form of a Demand Draft may be encashed if we do not submit the requisite Empanelment Guarantee for **“Empanelment of Third Party Audit (TPA) Agencies for State Data Centre”** on our firm be selected for empanelment. A Power of Attorney in favor of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this



assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

5. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
6. We understand you are not bound to shortlist / accept any proposal you receive.

Our correspondence details with regards to this proposal are:

<b>Sr. No</b>	<b>Information</b>	<b>Details</b>
1.	Name of responding firm:	
2.	Address of responding firm:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	Fax no. of contact person:	
7.	E-mail address of contact person:	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date

**Form-2: Details of the responding Firm**

<b>1.</b>	Name of Company or Firm:
<b>2.</b>	Legal status (e.g. incorporated private company, partnership etc.):
<b>3.</b>	Country of incorporation:
<b>4.</b>	Registered address:
<b>5.</b>	Year of Incorporation:
<b>6.</b>	Year of commencement of business:
<b>7.</b>	Principal place of business:
<b>8.</b>	Brief description of the Company including details of its main lines of business
<b>9.</b>	<p>Name, designation, address and phone numbers of authorised signatory of the Bidder :</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>

**Form-3: Financial Capacity of the responding Firm****(Refer section 4.1)**

S. No.	Financial Year	Annual Turnover (Rs in Crores)
1	2007-2008	
2	2008-2009	
3	2009-2010	
<b>Turnover from IT Audit</b>		
S. No	Financial Year	Annual Turnover (Rs in Crores)
1	2007-2008	
2	2008-2009	
3	2009-2010	
<b>Aggregated turnover from IT Audit for above Financial Years</b>		

**Certificate from the Statutory Auditor**

This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

**Form-4: Details of Experience of responding firm**

[Using the format below, the responding firm should provide information on the similar assignments as required for pre-qualification criteria/technical evaluation criteria]

Sr. No	Item	Details
<b>General Information</b>		
1	Customer Name	
2	Name of the contact person and contact details for the client of the assignment	
<b>Projects/Assignment Details</b>		
3	Project Title	
4	Start Date/End Date	
5	Current Status (work in progress, completed)	
6	Number of staff deployed on the assignment	
7	Skill set and experience of the staff deployed on the assignment	
<b>Size of the project</b>		
8	Order Value of the project (in Rs. Lakhs)	
<b>Narrative description of project: (Highlight the components / services involved in the project which are of similar nature to the project for which this RFP is floated.</b>		
<b>Description of actual services provided by your staff within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated.</b>		
<b>Description of the key areas where significant contributions are made for the success of the project.</b>		

**Note:** The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder

***Form-5: Proposed Core Audit Team & Resource Allocation*****A. Core Audit Team**

Professional Staff				
Name of Staff	Area of Expertise	Experience		Task Assigned

This information should be provided for all key staff, such as TPA Director, TPA Program Manager, Technical Experts, Auditors etc who are experts in their respective areas as would be required under the scope of work of this RFP and would be supporting the whole initiative as a core expert team centrally at country level. The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section

**B. Resource Template**

<b>S. No</b>	<b>Type of the resource/functional area</b>	<b>No of Resources</b>	<b>Minimum number of years experience of the resource</b>	<b>Academic Qualifications and Certifications (e.g. , CISA, CISSP,ITIL, ITSM, ISO 27001 etc)</b>	<b>No. of similar assignments handled with brief description</b>
	Data Centre Audit				
	Security Audit				
	Process Audit				
	IT Infrastructure Audit				
	SLA Audit				
	project Management				
	.....				

**C. Minimum Qualification and Experience for the resource to be deployed at State**

The resource to be deployed at the State should meet following minimum educational qualifications and experience requirements :

1. B.E./B. Tech/MBA/ CA with at least 3 years of relevant experience in the areas of IT Audit/IT Infrastructure/Data Centre/IT/ Systems/Consulting/Project Management/SLA Monitoring and Management etc.
2. Must possess at least one of the professional certification amongst following :ITIL/ISO27001/CISA/CISSP
3. Should have worked on at least one IT Audit/similar assignment as per SoW of this RFP in past

***Form-6: Curriculum Vitae (CV) for Proposed Core Audit Team Professional Staff - Template***

- 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 month & year of obtainment]:  
\_\_\_\_\_
- 6. Professional Experience (Total and Relevant No of Yrs)**
- 7. Membership of Professional Associations:** \_\_\_\_\_
- 8. Professional Certifications** \_\_\_\_\_
- 9. Countries of Work Experience:** [List countries where staff has worked in the last ten years]: \_\_\_\_\_
- 10. Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_
- 11. 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: \_\_\_\_\_

1. Detailed Tasks Assigned	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[List all tasks to be performed under this assignment]	<p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the project]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>

**13. Staff is resident / native of:****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 willful 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:



**Form 7: Work Schedule Template (Project Management Plan)**

**Work Plan:** In this section the responding firm should propose the main activities of the assignment, their content and duration, phasing and interrelations including resource planning to be deployed and delivery schedule. The proposed work plan should be consistent with the approach and methodology, showing understanding of the scope of services, deliverables as given in scope of work and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule.

SDC being a critical component of State/UT's IT Infrastructure, the TPA operations assume a critical importance and to ensure the minimum requisite service levels, at least two qualified resource with minimum qualification and experience as given in Form 5 section C would need to be positioned by TPA at respective State/UT for the entire duration of Five Years.

The responding form is to describe the work schedule for different tasks which the responding firm plans to start and accomplish as part of the project during the year, using the following format:

N°	Activities, Phases and Resources	Weeks													
		1	2	3	4	5	6	7	8	9	10	11	12	N	
1															
2															
3															
N															

The work schedule should reflect how and by when the responding firm is expected to complete the assignment for each of the component, as per the major deliverable in the scope of work of the consultant and the timelines of achieving the same as mentioned in the RFP.

***Form 8: Format of Empanelment Bank Guarantee***

BANK GUARANTEE NO.

DATE

PERIOD OF BANK GUARANTEE:- VALID UPTO (24 months from the date of Empanelment)

AMOUNT OF GUARANTEE: Rs. ----- lakhs

To

Pay and Accounts Officer,  
Department of Information Technology  
4<sup>th</sup> Floor, Electronics Niketan  
6 CGO Complex  
New Delhi – 110003

THIS DEED OF GUARANTEE EXECUTED ON THIS \_\_\_\_ Day of \_\_\_\_\_ 2011 by {Name of the Bank issuing guarantee} a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favor of Pay and Accounts officer Department of Information Technology Dept. 4<sup>th</sup> Floor, Electronics Niketan, 6. CGO Complex, Lodhi Road New Delhi - 110 003 (hereinafter referred to as "Beneficiary" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Empanelment Notification NO. ----- dated ----- (Hereinafter called the "Empanelment Notification") for empanelling M/s. ----- for providing services to States/UTs for Third Party Audit (TPA) of the State Data Centre issued by the Beneficiary on M/s. ----- (Hereinafter referred to as 'the Empanelled Agency ') stands accepted by the Empanelled Agency.

And whereas to ensure due performance of the obligations to the satisfaction of the beneficiary towards providing services to States/UTs for Third Party Audit (TPA) of the State Data Centre , the said empanelment and in terms thereof by the empanelled agency as aforesaid, the Guarantor Bank at the request of the Empanelled Agency has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of Department of Information Technology, the beneficiary, having empanelled the agency for a period of 24 months for providing services to States/UTs for Third Party Audit (TPA) of the State Data Centre (Name of the Guarantor Bank) do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary to the extent of the sum of Rs. -----  
----- /- (Rs. ----- only) for the losses and damages that may be caused to or suffered by the beneficiary in the event of non-performance of whatever nature on the part of the Empanelled Agency in discharging their obligations under the said empanelment against the above empanelment notification order and further undertake to pay immediately on demand to the beneficiary the amount claimed under this guarantee not exceeding Rs. --  
----- /- (Rs. -----only) without demur and without Beneficiary needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary or upto (mention date – i.e. 24 months from the date of empanelment ) which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the Empanelled Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary.
- d) Notwithstanding anything contained above

The liability of the guarantor Bank under this deed of guarantee is restricted to Rs. -----  
-- /- (Rs. ----- only). This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the beneficiary serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place

For

Date

Authorized Signatories

Seal

***Form 9: Format for Submission of written queries for clarifications***

<b>Sl. No</b>	<b>Section</b>	<b>clause no.</b>	<b>Existing Text of the clause/provision in the RFP</b>	<b>Clarification/ modification sought</b>
<b>1</b>				
<b>2</b>				
<b>..</b>				
<b>...</b>				

***Annexure I: CATEGORIZATION OF STATES/UT'S FOR SDC SCHEME***

<b>Category</b>	<b>State/UT</b>
<b>Large (A)</b>	Uttar Pradesh
	Maharashtra
	Bihar
	West Bengal
	Andhra Pradesh
	Tamil Nadu
	Madhya Pradesh
	Rajasthan
	Karnataka
	Gujarat
	Orissa
	Kerala
	Jharkhand
	Assam
	Punjab
	Haryana
	Chhatisgarh
<b>Medium (B)</b>	Delhi
	Jammu & Kashmir
	Uttaranchal
	Himachal Pradesh
	Tripura
	Manipur
	Meghalaya
	Goa
<b>Small (C)</b>	Nagaland
	Arunachal Pradesh
	Pondicherry
	Chandigarh
	Mizoram
	Sikkim
	Andaman
	D & N Haveli
	Daman & Diu
	Lakshadweep