

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

For <State>

<< *NIT No* _____ >>

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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 <__> 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 Andhra Pradesh of the benefits of free and open competition.
8. **“GoI”** shall stand for the Government of India.
9. **“Go<state>”** shall stand for the Government of <____>.
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 <state> 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 <state> or Bidder, individually and "Parties" mean Government of <<State> 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 <State name>.
23. "**SWAN**" shall mean State Wide Area Network.
24. "**Third Party Agency**" means the successful bidder, appointed by Government of <state> 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 <State>

<A brief write up on the state in 1-2 paragraphs to be added. Topics such as number of districts, State GDP, Population can be covered.>

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 eGovernance, 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/UT's responsibility. Further, the State/UT 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/UT 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/UT 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/UT 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 (State to decide between <5 -10> % sample size) 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/UT(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 atleast 5% of the sites (at each network tier) per quarter.

5. Usage Audit

- a. TPA would appraise the State/UT 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/UT 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/UT.
- 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/UT. 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/UT 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.

The <State SWAN Implementing Agency>, 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 <State/UT> (risk based) would be based upon parameters such as past record of the Agency, previous observations of the audit, <State/UT > 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, Gol and notified separately to <State/UT>.

2.2 TPA Deliverables

Key deliverables of the TPA for the project includes:

S 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 officers 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.	Assessment Framework for Performance Audit incorporating following: <ul style="list-style-type: none"> Assessment parameters based on State/UT's policies and guidelines regarding networking, security IP addressing schemes, migration strategy, and Gol's interoperability and security standards. Tabulation of measurable parameters for SWAN infrastructure (network and other elements). Formulation of scripts and schedules. Map the SLA conditions and limits onto NMS. Review of processes of interaction between NO, State/UT and bandwidth provider. Template for reports to be submitted by the SWAN Operator to TPA on a regular basis. Also make sure that NMS reports are not modified. 	Once
4.	Performance Audit reports of the SWAN	Weekly/Monthly/ Quarterly

S No	Deliverables	Periodicity
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

< State should verify the roles and responsibilities of the stakeholders and the current status of the project >

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 SAWN			√	
9.	Centralized Monitoring from NOC (24x7)			√	
10.	Supervision of the Monitoring of the				√

Sr. No	Activity	State/ State implementation agency	State Consultant	Operator	TPA
	SWAN				
11.	Periodical Generation of NMS report			√	
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 State SWAN Details

<Details of the SWAN setup in the state to be provided in this section>

3.1 SWAN Architecture

<The State SWAN architecture diagram to be added>

3.2 PoP details

<The structure of the SWAN deployment including number and location of PoPs at each tier, the number of offices to be connected, bandwidth provisioned>

3.3 Project Timelines and Current Status

<Provide the envisaged project timelines.>

3.4 BOM

<Provide list of the Bill of Material (BOM) as finalized with the operator. The list can be provided as Annexure>

3.5 NMS details

<The details of the Network Monitoring System (NMS) deployed / to be deployed for the SWAN project to be provided. Product details, along with modules, sub-modules etc. and deployment>

3.6 Modules capability

<Module/sub-module (to the best possible granularity) wise details regarding function, deployment, monitoring & reporting capability etc.>

3.7 Key Stakeholders

<A brief writeup on the key stakeholders including the state implementation agency, contact of the nodal officer, PPP/ NIC operator to be added>

4 Bidding Details

The bidding details shall be as per the following table:

#	Heading	Details
1.	RFP Issuing authority	<Name of the RFP issuing authority and adress>
2.	Correspondence address	<Address for purchase of bids, submission of clarifications, submission of bids>
3.	RFP Name	Selection of Third Party Auditors (TPAs) for Independent Audit and Performance Monitoring of SWAN
4.	RFP reference no.	
5.	Date of Start of issue of RFP	<____>
6.	Date of End of issue of RFP	<____>
7.	Last Date of receipt of clarifications	<____>
8.	Date of pre-bid conference	<____>
9.	Date of issuance of corrigendum	<____>
10.	Last date for receipt of bids	<____>. Late proposals shall be summarily rejected
11.	Date for bid opening	<____>
12.	Date of Technical presentation	<____>
13.	Details to be submitted	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:

#	Heading	Details
		<ul style="list-style-type: none"> a. Checklist as provided in the Annexure. b. Cover letter in the format as given in Annexure c. Proof (Board resolution/ Power of attorney) stating that the person signing the bid is an authorized representative of the bidder. d. EMD. 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 f. Key resources proposed and resource deployment plan g. Sealed Financial bid in the format as given in Annexure
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". 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 English.</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</p>

#	Heading	Details
		<p>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	<p>The Bidders shall furnish, Earnest Money Deposit (EMD) of <Rs. __ (Rupees __ only)> in the form of demand draft/banker's cheque, from a commercial scheduled bank, drawn in favour of <__>, payable at <__>. A separate DD of <Rs. ____/- (Rupees __ only)> shall be furnished as Tender Document Fee (non-refundable). 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 along with the bid.</p> <p>Unsuccessful Bidder's EMD (bid security) will be discharged / returned as promptly as possible but not later than 60 days after the award of the contract to the successful bidder.</p> <p>No interest will be payable by the Go<state> on the amount of the Bid Security.</p> <p>The bid security may be forfeited:</p> <ol style="list-style-type: none"> 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 2 In the case of a successful Bidder, if it fails within the specified time limit to: <ol style="list-style-type: none"> a Sign the Agreement or, 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</p>

#	Heading	Details
		<p>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.</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. 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 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>

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

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.

2. **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

S.No.	Parameter	Score
1	Understanding the State-specific SWAN and corresponding TPA requirements	50
2	State Specific Approach and Work Plan	50
3	State Specific Resource Plan and CVs	50
	Total (Max) Score	150

**** The State may further consider to detail down on each of the above parameters and a corresponding breakup of the score for that parameter.***

3. **Financial evaluation**: The financial evaluation shall be done based on the details submitted by the bidder as per the format provided in Annexure. The calculation for financial evaluation shall be for the entire duration of 5 years of the project.
4. **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 presentation 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.

5. **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.
6. **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, Go<State> , within thirty (30) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative, .Go<State>. 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, Go<State> 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. Government of <state> 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 Go<state> 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 Go<state> 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 Go<state> 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 to all bidders. The bidder shall promptly acknowledge receipt of each Addendum by facsimile 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 Go<state>. 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

Go<state> 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

