



Department of Information
Technology,
Government of Goa

REQUEST FOR PROPOSAL for
THIRD PARTY AUDITOR

Address: IT Hub, 2nd Floor, Altinho, Panjim,
Goa – 403001.

Website: www.goa.gov.in

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DISCLAIMER

All information contained in this Request for Proposal (RFP) provided/ clarified are in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy it-self that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects. DoIT, Goa, Government of Goa reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DoIT, Goa also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. DoIT, Goa reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of DoIT, Goa.

Neither DoIT, Goa nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award

of the Assignment, the information and any other information supplied by or on behalf of DoIT, Goa or their employees and Prime applicant (PA)/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to DoIT, Goa and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

1. Notice Inviting Tender

“RFP for Appointment of Third Party Auditor (TPA) for eProcurement/ e-Auctioning System”

DoIT, Goa invites proposals from qualified and experienced agencies for appointment of TPA for eProcurement project being undertaken by DoIT, Goa.

The Schedule of dates is as follows:

Sr. No.	Item	Particulars
1.	Mode of Tendering	E-Tendering
2.	Tender Reference Number	No.8(15)/DOIT/2019/TPA for eProcurement/2059, Dated: 08/03/2019
4.	E-Tendering Website	www.etender.goa.gov.in or www.tenderwizard.com/goa
5.	Tender Document Fee	Rs. 10,000/- (Rupees Ten Thousand only) (Non-Refundable) to be paid online through e-payment mode via NEFT/RTGS/OTC/debit card/credit card facility/net-banking with pre-printed challans available on e-tendering website and directly credited to “M/s InfoTech Corporation of Goa Limited” account as generated by challan and upload the scanned copy of NEFT/RTGS/OTC/debit card/credit card facility/net-banking along with the bid
6.	Tender Processing Fee	Rs 1500/-Rupees One thousand Five hundred only (Non-Refundable)to be paid online through e-payment mode via NEFT/RTGS/OTC/debit card/credit card facility/ net-banking with pre-printed challans available on e-tendering website and directly credit the amount to “M/s InfoTech Corporation of Goa Limited” account as generated by challan and upload the scanned copyof NEFT/RTGS/OTC/debitcard/credit card facility/ net-banking along with the bid
7.	Earnest Money Deposit (E.M.D.)	Rs. 2,00,000/- (Rupees Two Lacs Only) (Refundable) to be paid online through e-payment mode via NEFT/RTGS/OTC/debit card/credit card facility/net-banking with

		pre-printed challans available on e-tendering website and directly credited to "M/s InfoTech Corporation of Goa Limited" account as generated by challan and upload the scanned copy of NEFT/RTGS/OTC/debit card/credit card facility/net-banking along with the bid
8.	Last date of submission of pre bid queries	Date : 14-03-2019 upto 5.00pm The queries should be submitted with a subject line as: "Pre-Bid queries - <Agency's Name>" at Email : harshad.pawar@nic.in gaurabh.sawal@nic.in
9.	Date, time and venue of pre bid meeting	Date: 19-03-2019 at 11.00 am Venue: Department of Information Technology, 2nd floor, IT HUB, Altinho, Panaji –Goa
10.	Reply to pre bid queries	On 01-04-2019 by 5.00pm through email
11.	Date and Time for request of Online Tender Document	Date: 06-04-2019 upto 4.00pm
12.	Last Date and Time for Online submission of the bids	Date : 08-04-2019 upto 4.00pm
13.	Date and Time for opening of Technical bids	Date: 12-04-2019 at 11.00 am Venue: Department of Information Technology, 2nd floor, 2nd floor, IT HUB, Altinho, Panaji –Goa
14.	Place, Date and Time for Presentation/Demonstration in response to the RFP	Shall be intimated to the successful technical bidders, if required.
15.	Date and Time for opening of Commercial bids	Shall be intimated to the successful technical bidders in due course of time.
16.	Contact details	harshad.pawar@nic.in gaurabh.sawal@nic.in

2. Glossary

Abbreviations	
GoG	Government of Goa
Consultant	Third Party Auditor
Bidder	Agency which is participating in the bid as TPA
IT	Information Technology
Goa SDC	Goa State Data Center
IA	eProcurement Implementation Agency
SP	Service provider (Same as IA)
DoIT, Goa	Department of Information Technology, Goa
ITG	Info Tech Corporation of Goa
NIT	Notice Invite Tender
O & M	Operations and Maintenance
QoS	Quality of Service
RFP	Request for Proposal
SDC	State Data Centre
SL	Service Levels
SLA	Service level agreement
UPS	Uninterrupted Power Supply
MSA	Master Service Agreement between TPA & DoIT, Goa
EMD	Earnest Money Deposit
LD	Liquidated Damages
BG/PBG	Bank Guarantee/Performance Bank Guarantee

3. Introduction to DoIT, Goa

The Department of Information Technology has been created for evolving suitable IT programme with the basic philosophy to realize the dream of taking the benefits of Information and Communication Technology (ICT) to the masses of Goa. Thus, aiming towards creating an e-Citizen for all transactions and for all purpose and making Goa as an “Intelligent State” of the decades.

Objectives:

1. To serve as the enabler for Promotion of Information Technology Industry in Goa.
2. Promote E- Governance, E-education and Streamlining of IT in Goa as a way of life.
3. Enable Infrastructure Development and Capacity Building for Promotion of IT.
4. Establish Goa’s USP as the “Intelligent State”, through Promotion of IT in Trade, Commerce and Infotainment.
5. Conceptualize the concept of “Enabling and Empowering” the people, based on the e-Governance Roadmap prepared by this Department and Serve the Citizens and Beneficiaries through e-enabled services.

3.1. e-Procurement/e-Auctioning system background

The e-Tendering/ e-Auctioning system envisions of providing electronic tendering and electronic auction (forward and reverse) with the objective of automating entire procurement process for the Government of Goa. The key objective of this platform are to achieve process efficiency reduce processing time, achieve greater transparency, reduced cost, consistent and sustainable vendor customer development etc.

Currently the processing fees, bidder registration fees and the tender document fees are charged to the bidders participating in the tender. All the financial transactions are done electronically including the refund of EMD and the tender fees to the respective department.

Certain % of the bidder registration fees and the tender processing fees is shared by the current vendor with M/s ITG.

4. Purpose of the RFP

The purpose of this Request for Proposal (RFP) is for “the selection of the Third Party Audit Agency (TPA) who shall be responsible for performing the Audit for thee-Tendering and e-Auction solution for the State of Goa”. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work for the TPA agency may be referred under Scope of Work section.

4.1. Bid Evaluating Committee

DoIT shall constitute the Techno Commercial Evaluation Committee for the purpose of evaluating the bids and the decision of this committee in the selection process shall be binding on all the bidders.

5. Eligibility Criteria

Clause	Document Required
1. The bidder should be a company registered under the Companies Act, 1956 or Companies Act 2013, operational for last 3 years as on date of issue of this RFP. Certificate of incorporation/ Memorandum and Articles of Association or other relevant documents.	a) In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation. b) In case the Bidder is a Registered Partnership Company / Firm, they should produce the copy of Registered Partnership Deed.
2. The bidder should have at least three year's experience in providing Third Party Auditing (TPA) service for at least 5 large Banking /Financial/ e-Tendering/e-Auctioning /e-Procurement/Defence IT Applications of the Government of India/State Government/ PSU and other Autonomous Bodies of the Government in last 5 Indian Financial Years from the date of issue of this RFP, out of which 3 IT Applications must have been	Work order / agreement, Certificate from the client indicating the value of the work orsder.

Implemented and rolled-out in all respect.	
3. The Bidder should have an Average Annual Turnover of Rs. 100 Crores (Rupees One Hundred Crores) during the last 3 financial years (2016-2017, 2017-18, 2018-19) from IT / Management consultancy service/ TPA.	Certificate from CA clearly indicating the turn over from IT management consultancy services/ TPA supported by Audited Balance Sheet & Profit & Loss A/c statement.
4. The bidder 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.	a) Certificate from bidders HR Department for number of qualified professionals employed by the company. b) Name of the employees along with professional certification copies
5. Bidder should have at least 25 full time professionals with professional certifications like CISA, CISM, CISSP, CEH, ISO 27001 LA.	A letter from company HR needs to be submitted along with bid.
6. The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices-	Undertaking letter in the Company letterhead to be submitted
7. The bidder should not have conflict of interest i.e. should not have provided any IT services, including program management, systems integration, requirements specification etc., either directly, or indirectly through a consortium, in the past three years for Goa eProcurement System.	Undertaking letter in the Company letterhead to be submitted
8. The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Two Lakhs only)	Need to be paid as per the instructions stipulated at (1) above
9. The bidder must have a valid CMMI level 5 as on date of issue of this RFP	Valid Copy of Certificate
10. The bidder should not be convicted of a criminal offence by any	Undertaking letter in the Company letterhead to be

competent court of law at the time of issue of RFP. Declaration in this regard by the authorized signatory of the bidder in the form of Affidavit on the Stamp paper of 100 duly attested by Notary.	submitted
11. The bidder should have valid GST registration and PAN no as on date of issue of this RFP. Provide the relevant documents.	Valid Copy of documents to be submitted.
12. List of references of clients for whom the Third Party Auditing has been done.(minimum 5 clients).	Communication on Companies Letter Head.

Note:

- 1. No Consortium will be allowed. The bidder must meet all the eligibility criteria by itself.**
- 2. The response to tender without submission of proof of above points will summarily be rejected without further communication.**

Scope of work

The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the IA and add value to improve the project operations. It helps the State to accomplish the project objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, and service level management, control and governance processes. The third party audit agency (TPA) will audit the implementation, operations and management, payment flow, security and compliance with standards and processes of the project. The bidders are advised to study RFP document for eProcurement which is available on <https://www.etender.goa.gov.in> or www.tenderwizard.com/goa

The TPA would be engaged for a period of five years from the date of signing of Agreement. The period may be further extended on same terms & conditions as per the mutual Agreement.

Broad Scope of work is as follows:

- Study the overall functionality of the eProcurement portal & other infrastructure related to the project and identifies the gaps, if any.
- Review of the escalation mechanisms being followed to resolve any issues related to the project operations.
- TPA will be required to create framework and procedures for audit activities under the scope. In cases of significant non-compliance, establish a mechanism to resolve audit observations.
- Review communication process among the stakeholders DoIT, Goa, Project Team and IA.
- TPA would also conduct audit of the process, plan and results of the System implemented by IA. TPA shall verify availability of all the defined services as per the contract signed between DoIT, Goa and IA. IA shall be required to demonstrate all the services/features/functionalities as mentioned in the agreement, to TPA.
- Prepare annual audit plan including stated audit areas and controls.
- Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
- Verify eProcurement portal "Uptime", "Response Time" & "Load Testing" as defined in the RFP.

- Verify the SLRs for Helpdesk support as defined in the RFP.

A. Inventory & Infrastructure Audit

- TPA's audit would include the review of all hardware and software items that have been installed at the Data Center as per the conditions of RFP.
- TPA would review IT assets classification, ownership definition & Labeling of Assets.
- Review IA's processes to monitor optimum utilization of infrastructure of IT Assets, license and Warranty / AMC details.
- TPA shall apprise DoIT, Goa about the health of the components through reports indicating the capacity vs. utilization and corresponding scalability requirements.
- TPA audit shall include audit of IA/OEMs recommendations to the DoIT, Goa for capacity planning and upgrades as per the requirements of the eProcurement system.
- TPA shall also cover obsolescence of the physical & IT infrastructure,
- Inventory Audit is to be performed periodically and the relevant changes in the year of the audit shall be recorded. Inventory Details shall be provided by the IA.

B. SLA (Service Level Agreement) Monitoring Audit

- TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA in the RFP. These parameters shall be checked with random performance indicator against each parameter as reflected in the SLA monitoring tool being used to monitor the services. TPA shall collate the results in a report and submit to the DoIT, Goa. The TPA shall be responsible for providing the SLA monitoring tool.
- TPA shall also review the configuration/deployment parameters of the SLA monitoring tool against the configuration report submitted earlier to DoIT, Goa and examine the process followed to generate the reports.
- TPA audit would include preparation of templates for reports to be submitted by IA to TPA/DoIT, Goa and report to be submitted by the TPA to DoIT, Goa. TPA shall also tabulate measurable parameters as defined in the respective SLA's.
- TPA would proactively convey to the stakeholders any concerns based on the information generated using the reports.
- TPA would perform penalty computation as per the SLA and payment conditions mentioned in the agreement between IA and ITG.

- TPA audit would also include center/site inspection to verify those parameters of the SLA, which cannot be monitored using Software Tools / EMS.
- Review the helpdesk procedures established by the IA and submit a quarterly Report with recommendations to the DoIT, Goa.
- TPA shall review of the configuration, administration, hardening and regular backups of servers, network and security devices.
- Review of the controls with respect to the application software patch management.
- Regularly check performance of the IA as per the Service Level requirements defined in the RFP.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Provide suggestions for changes to improve the service levels.

C. Security Audit

- TPA would verify security audit of eProcurement system as per standard Industry norms and submit recommendations to DoIT, Goa indicating the risk elements in the system.
- TPA would review the policy of granting access to the application. Conduct study of MZ (militarized zone) & DMZ (demilitarized zone) zone at the Datacenter.
- Audit of network architecture from disaster recovery point of view.
- Review of the Antivirus (AV) engines used and the updation of the AV patches.
- Review of the failover configuration testing conducted by SI for databases, SAN, application servers (RAID configuration, network etc.).
- Review of Authorization, authentication and access control are in place for database and critical IT assets security.
- Review Audit trail / Audit log review process followed by IA.
- Review availability of the security processes for the eProcurement system and compliance thereof.
- Conduct Web Application Security Audit.
- Conduct Vulnerability Assessment and Penetration Testing (VA& PT) for eProcurement Infrastructure.

D. Helpdesk Audit

- Create Helpdesk performance reports and evaluate the same. Performance evaluation of helpdesk.
- Evaluate the planning and management processes used in Helpdesk operations.
- Number of Calls attended by Helpdesk, number of queries attended/un-attended by Helpdesk. Evaluate total resolution time from the time issue is logged.
- TPA would review the mechanism of obtaining data on user satisfaction, feedback on quality of service & post analysis of the same, and would submit a report with recommendations to DoIT, Goa. This task would be done on quarterly basis.

E. Operations and Management Audit

- TPA would audit the overall Physical and IT infrastructure management processes of eProcurement as per agreement signed between ITG and IA.
- TPA would assess the required policies; procedures document as per leading industry practices and apprise DoIT, Goa in case of absence of document with IA.
- TPA would be responsible for the review of the prepared policies / documents by IA for eProcurement system, and highlight gaps, if any.
- TPA would review and analyze the services provided through eProcurement system and its delivery mechanisms & post analysis of the same, would submit a report with recommendations to the DoIT, Goa.
- TPA would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for datacenter operation and maintenance.
- Audit the exit process for the IA with keeping the transition processes and timelines in mind.

F. Payment Audit

- Evaluate Payment gateway services provided by the IA for the e-Procurement/e-Auctioning Project. Performance evaluation of IA of Payment gateway.
- TPA would study the payment gateway solution and suggest necessary provisions for continuous improvement in performance of the system.
- Review of process followed for Payment flow, bank reconciliation, refund and its associated documentation and audit.

G. Exit Process/Transition Management Support

- TPA would envisage with the objective of ensuring preparedness of IA at all the time for any eventuality resulting in termination of contract. TPA audit includes support/ advice in the event of exit of the IA.
- Review the exit process as per the contract.
- Advice DoIT, Goa on documentation, process and procedures necessary for taking over the system from the IA.
- Provide advisory support during the transition period from the current IA to the new IA.
- Review of present IA's RFP, proposals and agreements, TPA reports, logged complaints of users (last 1 one year) and proposed solution.
- Review of Project Plan for the transition from existing IA for eProcurement to new IA.

6. Deliverables and Periodicity

Following are the deliverables required from TPA and their periodicity.

Sr.no	Deliverables	Periodicity
1	Audit framework & Procedures and Audit plan	Once, subject to annual review for updates
2	Infrastructure and Inventory Audit	Six Monthly
3	Operations and Management Audit report	Six Monthly
4	Helpdesk Audit	Quarterly
5	SLA Audit	Quarterly
6	Exit Process support	Once
7	Security & Compliance Audit	Six Monthly

7. Obligations of the TPA

A. General Standards of Performance:

The TPA shall perform the Services and carry out its obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPA shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful advisor to DoIT, Goa, and shall at all times support and safeguard DoIT, Goa's legitimate interests in any dealings with Third Parties.

Terms of Reference:

The scope of Services to be performed by the TPA is specified in the Scope of Work. The TPA shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

Applicable Laws:

The TPA shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the TPA comply with the Applicable Laws.

B. Confidentiality

The TPA, and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, Digests or summaries created or derived from any of the foregoing that is provided by DoIT, Goa to the TPA, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to DoIT, Goa's employees, officers or other professionals or suppliers, customers, or contractors of the DoIT, Goa and any other information which the TPA's under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of DoIT, Goa. Notwithstanding the aforesaid, the TPA and its Personnel may disclose Confidential Information to the extent that such Confidential Information was in the public domain prior to its delivery to the

TPA, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the TPA, and its Personnel;

- was obtained from a third party with no known duty to maintain its confidentiality;
- is required to be disclosed by Applicable Laws or judicial or administrative
- or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the TPA, and its Personnel shall give DoIT, Goa prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

C. Liability of the TPA

- The TPA's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- The TPA shall be liable to DoIT, Goa for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by TPA.
- The Parties hereto agree that in case of negligence or willful misconduct on the part of the TPA or on the part of any person or firm acting on behalf of the TPA in carrying out the Services, the TPA, with respect to damage caused to DoIT, Goa's property, shall not be liable to DoIT, Goa:
 1. For any indirect or consequential loss or damage; and
 2. for any direct loss or damage that exceeds
 - (a) the Agreement Value that will be signed, or
 - (b) the proceeds the TPA may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.
- This limitation of liability shall not affect the TPA's liability, if any, for damage to Third Parties caused by the TPA or any person or firm acting on behalf of the TPA in carrying out the Services subject, however, to a limit equal to the Agreement Value.
- DoIT, Goa would define "quantum of loss" owing to partial execution of its liability by TPA.

D. Reporting Obligations

- The TPA shall submit to DoIT, Goa the reports and documents specified in the RFP, in the form, in the numbers and within the time periods set forth therein as mandated by DoIT, Goa.

- The Consultant shall electronically and in hardcopy, submit reports to DoIT, Goa. Such reports shall be submitted within 28 days from end of period.

E. Documents Prepared by the TPA to be Property of DoIT, Goa

1. All reports and other documents (collectively referred to as "Audit Documents") prepared by the TPA(or any Third Party) in performing the Services shall become and remain the property of DoIT, Goa, and all intellectual property rights in such Audit Documents shall vest with DoIT, Goa. Any Audit Document, of which the ownership or the intellectual property rights do not vest with DoIT, Goa under law, shall automatically stand assigned to DoIT, Goa as and when such Audit Document is created and the TPA agrees to execute all papers and to perform such other acts as DoIT, Goa may deem necessary to secure its rights herein assigned by the TPA.
2. The TPA shall, not later than termination or expiration of this Agreement, deliver all Audit Documents to DoIT, Goa, together with a detailed inventory thereof. The TPA may retain a copy of such Audit Documents. The TPA shall not use these Audit Documents for purposes unrelated to this Agreement without the prior written approval of DoIT, Goa.
3. The TPA shall hold DoIT, Goa harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Audit Documents, or due to any breach or failure on part of the TPA to perform any of its duties or obligations in relation to securing the aforementioned rights of the DoIT, Goa.

F. Materials Furnished by DoIT, Goa

Materials made available to the TPA by DoIT, Goa shall be the property of DoIT, Goa and shall be marked accordingly. Upon termination or expiration of this Agreement, the TPA shall furnish forthwith to DoIT, Goa an inventory of such materials and shall dispose of such materials in accordance with the instructions of DoIT, Goa. All project deliverables by TPA would also be considered as intellectual property of DoIT, Goa. TPA is not permitted to re-use the same in any of their other assignments. The same however would be considered at a royalty cost to DoIT, Goa paid by TPA.

G. Accuracy of Documents

The TPA shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. It shall indemnify DoIT, Goa against any inaccuracy in its work which might surface during execution of Audit, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the TPA or arises out of its failure to conform to good industry practice. The TPA shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

8. TPA's personnel

A. General

The TPA shall employ and provide such qualified and experienced personnel as stated in the RFP and as per the technical proposal as may be required to carry out the Services.

B. Resource Requirements

TPA would be required to deploy minimum one full time consultant who will be as per the below mentioned requirements.

- a) He /She should possess prior experience in IT audit projects.
- b) The Consultant will undertake not to sub-contract any part of this scope of work to third parties.
- c) The minimum qualifications and experience will be as following:

Sr. No	Role	No.	Qualification	Total work experience in Years	Experience in the domain of IT Audit/ IT consultancy (years)
1	Consultant	1	B.Tech /B.E/ MCA Certification mandatory: Either of ITIL/CISA /ISO 27001 LA.	5 years	Professional should have experience in areas of IT Application Audit/Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security etc.

C. Project Location

The TPA consultant will be required to work in the Goa state throughout the duration of the project.

D. Working Hours / Days

1) When engaged, the consultants will keep to the normal working hours of State Government where the consultant is placed and in case of emergency the hours can also be extended at the description of DoIT.

9. Criteria for Evaluation:

The technical proposal will be evaluated using the following criteria:

A. Criteria for evaluation of Technical bids:

Sr. No	Criteria	Maximum score
1.	<p>The Bidder should have an Average Annual Turnover of Rs. 100 Crores (Rupees One Hundred Crores) in last 3 years (2016-2017, 2017-18, 2018-19) from IT / Management Consultancy Services/ TPA. As documentary proof, Audited Balance Sheet & Profit & Loss A/c</p> <p>100 to 150 crores (10 marks) 150 to 250 crores (15 marks) More than 250 Cr. (20 marks)</p>	20
2.	<p>The bidder 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. A Certificate from Head (HR) or company secretary for number of such technically qualified professionals employed by the company to be submitted along with the bids.</p> <p>100 to 125 Professionals (5 Marks) 126 to 175 Professionals (7 Marks) More than 175 Professionals (10 Marks)</p>	10
3.	<p>Bidder should have at least 25 full time professionals with professional certifications like CISA, CISM, CISSP, CEH, ISO 27001 LA. A letter from company HR needs to be submitted along with bid.</p> <p>25 to 50 Professionals (5 Marks) More than 50 Professionals (10 Marks)</p>	10
4.	<p>The Bidder must have successfully completed/on-going at least five projects of Third Party Audit (TPA) service for Banking /Financial/ e-Tendering/e-Auctioning /e-Procurement/Defence IT Applications in last 5 years (ending on bid submission date) with Government of India/State Government/ PSU and other Autonomous Bodies of</p>	30

Sr. No	Criteria	Maximum score
	<p>the Government out of which 3 IT Applications must have been implemented and rolled out in all respect. Copy of work order/ PO/Agreement / Client reference letter along with client certificate shall be submitted along with proposal. 4 marks for each project subject to maximum 20 marks.</p> <p>Bidder having TPA experience of e-Tendering/e-Auctioning Projects (i.e. e-Procurement/ e-Auctioning TPA) will gain an additional 10 marks, 2 marks each for each Project.</p>	
5.	<p>Technical Presentation (Bidder's Understanding of Scope, Approach & Methodology, Similar Assignments, Team composition, Execution Plan, Sample deliverables etc.)</p>	30
6.	Total (Max) Score	100

Note: Bidder has to submit sufficient documents to support their claims for marks.

The commercial bids of only those bidders, who have scored at least 70 marks in technical bid evaluation process, will be considered for commercial bid evaluation.

B. Opening & Comparison of commercial bids

1. The Commercial Bids will be opened, in the presence of Bidders' representatives (Maximum two for each bidder) who choose to be present during opening. The Bidder's representatives who are present shall sign a register evidencing their attendance. It is not mandatory for bidders to attend the bid opening.
2. The Commercial Bid of only technically qualified bidders will be opened. Those technically qualified bidders shall be termed as Substantially Responsive. The decision of the DoIT, Goa in this regard shall be final. It would be mandatory for the bidders to appear for the technical presentation; otherwise they would not be considered for further stage of Financial Bid Evaluation.
3. The Commercial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 70 marks).

4. The responsive bidders will be ranked in ascending order according to the commercial bid and the bidder whose commercial bid is L1-minimum, will be selected as the IA.
5. DoIT, Goa reserves the right to not to award the contract to the L1 bidder without assigning any reasons thereof.
 - (I) Evaluation of Pre-Qualification Bids
 - For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.
 - DoIT, Goa may ask the Bidder for additional information whenever the DoIT, Goa feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.
 - Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.
 - (II) Evaluation of Technical Bids
 - Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.
 - The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.
 - Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
 - Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score out of a maximum of 100 points. Bidders who score 70% or more will qualify for the evaluation of their commercial bid.
 - (III) Evaluation of Commercial Bids
 - Financial bids of only those bidders will be opened who score more than the minimum cutoff points in the technical evaluation. The financial evaluation of the commercial proposal will be by determining whether the Commercial Proposals are complete and unconditional.
 - The responsive bidders will be ranked in ascending order according to the financial offer and the bidder whose financial bid is L1-minimum, will be selected as the IA.

C. Commercial bid rejection criteria

Commercial bid will be summarily rejected on any of following situation:

1. Incomplete Price Bid.
2. Price Bids that do not conform to the Tender's price bid format.
3. If any condition or term, except those included in price bid format, written additionally in the price bid.

10. Penalties, Service Level Agreement (SLA) & Payments

A. Penalties and Service Level Agreement (SLA)

Subject to conditions of Contract if the successful bidder fails to deliver or perform the Services within the period(s) specified in Milestones indicated in Deliverables, DoIT, Goa shall, without prejudice to its other remedies under the Contract, deduct from the quarterly payments, as penalty, a sum equivalent to 2.5% of the value of the submitted bill for each quarter thereof delay until actual delivery, up to a maximum deduction of 10%. However if the delay (including extended timelines) is beyond four weeks for 3 consecutive quarter, the contract may be terminated by DoIT, Goa and the Performance Bank Guarantee can be forfeited.

Sr. no	Parameter	SLA	Penalty
1	Agreed deliverables mentioned in the RFP	28 days from the last data submission by the IA (Implementing agency) for the e-Tendering/e-Auctioning	0-28 days – No penalty >28 Days – 2.5% penalty of the bill raised by TPA for the respective period per week of delay up to a maximum of 10%

B. Currency of Payment

All payments shall be made in Indian Rupees.

C. Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- 1) DoIT, Goa shall pay to the TPA due amount after deducting the applicable taxes, if any.
- 2) The payment to the TPA shall be on quarterly basis subject to the completion of due deliverables by TPA as per defined frequency.
- 3) A pre-receipted bill in triplicate (for the audit and independent monitoring) shall be submitted to DoIT, Goa.
- 4) All payments under this Agreement shall be made to the account of the TPA as may be notified to DoIT, Goa by the TPA.

11. Performance Bank Guarantee & Liquidated Damages

A. Performance Bank Guarantee

- 1) Performance Bank Guarantee (PBG) shall be deemed to be an amount equal to 10% of the contract value.
- 2) The TPA will furnish a Performance Bank Guarantee (PBG) substantially in the specified form by Nationalized scheduled Banks as performance security towards this contract.
- 3) The Successful TPA shall at his own expense, deposit with DoIT, Goa, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Scheduled Bank acceptable to DoIT, Goa, payable on demand, for the due performance and fulfillment of the contract by the TPA.
- 4) All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the TPA.
- 5) The performance bank guarantee shall be valid till the Expiration of Agreement plus Three months, subject to annual renewals.
- 6) The Performance Bank Guarantee may be discharged/ returned by DoIT, Goa upon being satisfied that there has been due performance of the obligations of the TPA under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7) In the event of the TPA being unable to service the contract for whatever reason, DoIT, Goa would evoke the PBG. Not with standing and without prejudice to any rights whatsoever of DoIT, Goa under the Contract in the matter, the proceeds of the PBG shall be payable to DoIT, Goa as compensation for any loss resulting from the TPA's failure to complete its obligations under the Contract. DoIT, Goa shall notify the TPA in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the TPA is in default.
- 8) DoIT, Goa shall also be entitled to make recoveries from the TPA's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

B. Liquidate damages

In case the successful bidder encounters conditions that are likely to affect the timely delivery of the systems and performance of Services during the performance of the Contract, they shall promptly notify DoIT, Goa in writing of the fact of the delay, its likely duration and its cause(s) with justification.

As soon as practicable after receipt of the successful bidder notice, DoIT, Goa shall evaluate the situation and may, at its discretion, extend the Successful bidder time for performance with or without liquidated damages.

Except as provided above, a delay by the successful bidder in the performance of its delivery obligations shall render the successful bidder liable to the imposition of liquidated damages pursuant to conditions of Contract.

12. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, a refundable EMD of INR 2,00,000/- (Rupees Two Lakhs only) in form of online payment through eProcurement portal.

The bid will be disqualified if the EMD is not submitted along with the pre-qualification proposal. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 90 days after the award of the contract to the successful bidder. The successful bidder's bid security will be released after signing the Contract and deposit of Performance Bank Guarantee (PBG). No interest will be payable by DoIT, Goa on the amount of the EMD. The EMD may be forfeited in following cases:

1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
2. In the case of a successful bidder, if it fails within the specified time limit to:
 - a) Sign the Agreement or,
 - b) Furnish the required Performance Bank Guarantee (PBG) – 10% of total contract value.

13. Settlement of Disputes

A. Force Majeure

- i. Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.
- ii. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. DoIT will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- iii. In case of a force majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.
- iv. Force majeure clause shall mean and be limited to the following in the execution of the work:-
 - 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 selected bidder, which prevent or delay the executive of the order by the selected bidder.
- v. The selected bidder shall inform DoIT in writing, 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, DoIT reserve the right to cancel the conditions of empanelment without any obligation to compensate the selected Bidder in any manner for what so ever reason, subject to the provision of clause mentioned.

- vi. Applicable Law - The conditions 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.
- vii. Notwithstanding above decision of DoIT shall be final and binding on bidder

B. Termination for insolvency

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

C. Termination for convenience

DoIT, Goa, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DoIT, Goa's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by DoIT, Goa.

D. Dispute Resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining

to any Dispute. Any arbitration or dispute w.r.t. agreement will be treated under Arbitration and Reconciliation Act 1996. Any litigation can be filed only in Goa jurisdictions.

14. Instructions Regarding e-Tendering

- a) The RFP document shall be downloaded from web site www.etender.goa.gov.in or www.tenderwizard.com/goa
- b) The Bidder is expected to carefully examine all instructions, forms, annexures, specifications, requirements and other terms and conditions in the RFP document with full understanding of its implications. Failure to furnish all information required in the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect will be at the Bidders risk and may result in the rejection of the bid.
- c) The e-tendering portal does not allow uploading of Bids beyond bid submission time. DoIT will not be responsible for non-submission of Bids through e-tendering portal after the deadline for submission of bids.
- d) Last minute submission shall be avoided. DoIT will not responsible for any failures in submission of Offers/Bids. Bids submitted by Telex, Fax, e-Mail etc. would not be entertained and no correspondence will be entertained on this matter.
- e) The Bidder has to adhere to the time schedule of activities pertaining to this Request for Proposal and no request to change the last date or extend period / time for submission shall be entertained by DoIT. However, DoIT reserves the right to extend the date/time for submission of the bids without assigning any reason by notifying in e-tender website.
- f) Incomplete or Conditional bids will be summarily rejected in very first instance and no correspondence will be entertained on this subject.
- g) The bids should be typewritten only. Correction/overwriting/cutting/ interpolation/use of whitener etc., if any, shall be made by neatly crossing out, initialing, dating and rewriting, failing which Bids are liable for rejection.
- h) The name and signature of Bidders authorized person should be recorded at the bottom on each page of the bid document without which bids will not be considered. All pages of the bid document shall

be numbered & sealed, and shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid document shall support the letter of authorization.

- i) The bids and all correspondence/documents relating to the bids shall be written in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the proposal, the English translation shall govern.
- j) Bidders must keep their offer open for a minimum period of 180 days from the date of opening of the tender, within which the Bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.
- k) DoIT reserves the right to cancel the tender, or relax any part of the tender offer, without assigning reason thereof. In case of differences, if any, the decision of the Director, DoIT shall be final.
- l) At any time before the closing schedule for submission of bids, DoIT may amend the tender by issuing an addendum or corrigendum in writing or by standard electronic means and the same will be notified in the e-tender website. The addendum or corrigendum will be binding on all Bidders. If the amendment is substantial, Bidders shall be given reasonable time to make amendment or to submit revised bid, and deadline for submission of bids will be extended by the DoIT accordingly.
- m) Canvassing in any form in connection with this tender is strictly prohibited and the bids submitted by the Bidders who resort to canvassing are liable for rejections. Such Bidders will be directly blacklisted by DoIT.

15. Annexure 1 – Technical Proposal Form

(To be included in Technical Proposal Envelope)

To,
The Director,
DoIT, Goa

Subject: Proposal for Selection of TPA for eProcurement System
for DoIT, Goa.

Dear Sir/Madam,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for Selection of TPA for eProcurement for DoIT, Goa and to meet such requirements & provide such services as are set out in the Bid Document.

We hereby attach the Technical Bid as per the requirements of the tender document.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and DoIT, Goa or its appointed representatives. If our Bid is accepted, we will submit a Performance Bank Guarantee in the format as prescribed by a Scheduled bank in India, acceptable to DoIT, Goa, of (10% of contract value) for a period of 3 months post expiration of contract period. In case of the delay in the implementation of the assignment, the PBG will be extended accordingly.

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

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

Dated this Day ofXXXX

(Signature)

(In the capacity of) Duly authorized to sign the Bid Response for and on behalf of:

(Name and address of the Bidder) Seal/Stamp of Bidder

16. Annexure 2 – Technical qualification of the bidder

1) Bidder information sheet

Sr. No	Particulars	Details	Page no. (for any attachment)
1	Name & Type of the Organization		
2	Registered office address Telephone number Fax number Email		
3	Correspondence Address		
4	Details of the Contact Person (name, designation, address) Telephone number Fax number Email		
5	Year and Place of the establishment of the Company/firm/society		
6	Service Tax Registration details		
7	Details of the offices present in Goa, if any		
8	Quality Certifications, if any		

2) Financial capability

Format for providing Financial Information

Sr. No	Description	Financial Year 2016-17	Financial Year 2017-18	Financial Year 2018-19
1	Overall Turnover			
2	Net Profit			
3	Net Worth			

3) Experience

Specific experience in contracts of a similar nature- should be submitted in multiples owing to more than one project description

Sr. no	Item	Guidelines	Attachment Ref. No. for details
1	Name of the project		
2	Client Details	Name; Contact Person's name and number.	
3	Relevant Work Area/domain	Please specify the area of work/domain relevant to the requirement of this RFP.	
4	No. of locations& number of manpower	Please specify no. of locations and manpower for implementation	
5	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6	Contract Value (in INR)	Provide particulars on contract value assigned to each major phase and milestone.	
7	Project Completion Date, if completed.		

17. Annexure 3 – Financial Bid Format

FINANCIAL BIDCOVERING LETTER

(No Hard Copy to be Submitted)

To,
Director,
DoIT, Goa

Sub/ Ref: Submission of Bid for Selection of TPA for eProcurement for DoIT, Govt. of Goa.

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the services for Third Party Auditor for the DoIT, Goa. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our commercial proposal.

Particulars (A)	Period (in Months) (B)	Rate per month in Rupees (C)	Total Value in Rupees exclusive of Taxes) (D) = (B) x (C)
Infrastructure Audit	60		
Operation and Management Audit	60		
Security and Compliance Audit (Vulnerability Assessment , Penetration Testing and Web Application Security Audit)	60		
Helpdesk Audit	60		
SLA Audit	60		
Exit Support/ Transition Management Audit	60		
Any Other Component			
Total Amount			
Amount in Words			

Note:

1. The total amount shall be considered for the evaluation of Bids. However, the payment shall be released as per actual work executed.
2. The amount quoted should be inclusive of 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.
3. The rates quoted should be inclusive of all Taxes and Duties excluding Service tax which shall be payable extra as per the prevailing rates at the time of billing. However, at the time of billing, applicable taxes shall be indicated separately in the Bill.
4. DoIT reserves right to accept prices for all components or group of components from the Commercial bid and also ask L1 bidder to match the lowest prices of components for other bids.

We attach hereto the detailed commercial proposal breakup as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to DoIT, Goa for a sum equivalent to make it 10% of contract value in mentioned above of the total price as quoted in our commercial proposal of the Bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the DoIT, Goa is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DoIT, Goa as to any material fact.

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

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this

document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of)..... Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

18. Annexure 4 – Self-declaration

SELF-DECLARATION on non-blacklisting

Ref: _____ Date: _____

To,
Director,
DoIT, Goa.

In response to the Tender _____
dated _____ for running the project, as a owner/partner/Director of
_____ I / We hereby declare that
our Company/firm _____ is having unblemished past record
and was not declared ineligible/blacklisted for either indefinitely or for a
particular period of time.

Name of the Bidder: -
Signature: -
Seal of the Organization:

19. Annexure 5 – Self-declaration

SELF-DECLARATION on No Conflict of Interest

Ref: _____

Date: _____

To,
Director,
DoIT, Goa.

In response to the Tender _____ dated _____ for running the project, as a owner/partner/Director of _____ I / We hereby declare that our Company/firm _____ is not having any kind of conflict of interest i.e. we have not provided any IT services, including program management, systems integration, requirements specification etc., either directly, or indirectly through a consortium, in the past three years for Goa eProcurement System.

Name of the Bidder: -

Signature: -

Seal of the Organization: -