

Request for Proposal (RFP)

For Providing

***GRIHA IT infrastructure Audit
To***

GRIHA Council

Tender ID: 2024_GRIHA_IT_Security Audit

12th July 2024

**RFP document issued on: 12th July 2024
Last Date for submission of bid: 31st July 2024**



**GRIHA Council, 3rd Floor, Core 1 B, India Habitat Centre
Lodhi Road, New Delhi – 110003**

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Important Deadlines

S. No.	Key Timelines	Dates	Time
1.	Launch of RFP	12/07/2024	--
2.	Submission of queries for pre-Bid meeting	23/07/2024	12 noon
3.	Pre-Bid Meeting (in person)	24/07/2024	To be shared separately
4.	Replies to queries	26/07/2024	--
5.	Last submission of Technical and Commercial Bid	31/07/2024	4:00 PM
6.	Opening of Technical Bid	01/08/2024	--
7.	Opening of Commercial Bid	02/08/2024	--

1. Definitions

“Applicable Law” means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this RFP Document.

“Bid Document” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this RFP Document and subsequent pre-bid meeting(s).

“Contract” shall mean the agreement to be entered into between GRIHA Council and the successful Bidder.

“Technical Evaluation Committee” shall mean the committee constituted by the GRIHA Council.

GRIHA: Green Rating for Integrated Habitat Assessment

2. Request for Proposal - RFP Notice

GRIHA Council is circulating this RFP for submission of Technical and Financial proposals for the services desired from the eligible Consulting Firms as per Section 14.

This RFP document is non-transferable.

3. Disclaimer

- a) The information contained in this RFP or information provided subsequently to Bidder(s) in documentary form/email by or on behalf of GRIHA Council, shall be deemed to be part of this RFP.
- b) The purpose of this RFP is to provide the interested and eligible Bidder(s) with information to assist them in preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/ clarifications. GRIHA Council may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP to get the best proposal.
- c) GRIHA Council makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or

arising in any way for participation in this bidding process by bidders.

- d) GRIHA Council also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- e) The Bidder is presumed to have examined all instructions, forms, terms and specifications in this RFP along with the eligibility conditions as on the date of submission of its bid. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- f) This RFP document is not an offer by GRIHA Council but an invitation to receive proposals/ bids from interested and eligible bidders for engagement of CERT-In empaneled IT Audit firm for conducting cybersecurity audit of IT Infrastructure of GRIHA Council.
- g) No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is executed between GRIHA Council and the successful bidder. GRIHA Council reserves the right to cancel the selection process at any stage, prior to the engagement of IT Audit firm without any liability owed to any party.
- h) This RFP is being issued with no financial commitment and GRIHA Council reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.
- i) This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

4. Interpretation

In this RFP Document, unless the context otherwise requires,

- a) For the purpose of this RFP Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the RFP Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this RFP Document. References to the word "include" and "including" shall be construed without limitation.
- d) Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

5. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this RFP Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the RFP Document. Failure to furnish all information required by the RFP Document or submission of a bid not responsive to

the RFP Document in every respect will be at the Bidder's risk and may result in rejection of the bid. GRIHA Council shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and GRIHA Council shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Amendment of RFP Document

At any time before the deadline for submission of bids, GRIHA Council may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and / or supplementing the same.

All changes shall be intimated to the prospective Bidders through email and update on the website before submission of bid. All such amendments shall be binding on them without any further act or deed on GRIHA Council's part.

In the event of any amendment, GRIHA Council reserves the right to extend the deadline for the submission of the bids, to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

8. General Instructions

- i. The Bidders are requested to read the RFP document carefully.
- ii. The Bidder shall submit the tender document duly sealed/stamped and signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete RFP Document and other documents / requirements and shall comply with the same.
- iii. Bids received with incomplete information / documents may be rejected. Bids not adhering to terms, conditions, specifications, and other details as given in this document may be summarily rejected.
- iv. All deviations from the terms, conditions, specifications, and other details of RFP Document should be separately and clearly submitted.
- v. Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation, and comparison of offers, GRIHA Council may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

- vi. GRIHA Council will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. GRIHA Council may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and GRIHA Council reserves the right for such waivers.
- vii. Technical Proposals in Envelope 1 will be evaluated first to check whether all required information and documents as specified in the RFP Document are submitted and will be called for technical presentation. The selection shall be based on both Technical and Financial Criteria with respective weightages being 70% for Technical Proposal and 30% for Financial Proposal.
- viii. The Bidder should abide by the terms and conditions specified in the RFP document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- ix. The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in.
- x. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable.
- xi. GRIHA Council may treat offers not adhering to these guidelines as unacceptable.
- xii. The Proposals prepared by the agency and all correspondence and documents relating to the proposal exchanged by the agency and GRIHA Council, shall be written in the English language, provided that any printed literature furnished by agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern. The authorized signatory of the bidders should seal & sign on all pages of the Technical and Financial Bids.
- xiii. Bidding agency should not have any conflict of interest with the work that is needed to be undertaken.
- xiv. The agencies / firms who are selected for the work will have to maintain the confidentiality of the information compiled. In no case the agencies / firms would be allowed to use the data or share the information with anyone else, except for the GRIHA Council.
- xv. The bids should be neatly presented. Corrections, if any, should be duly authenticated by the full signature of the person signing the tender.
- xvi. GRIHA Council may for any reason, whether on its own initiative, or in response to requests for clarifications from bidders, modify the tender document through amendments / addenda. Such modifications will be hosted on the GRIHA Council website and GRIHA Council will not intimate the bidders individually about the same.

The bidders are, therefore, advised to visit this website regularly till the date of closing of the tender.

- xvii. GRIHA Council reserves the right to extend the due date of submission of bids through an appropriate notification on its web site.
- xviii. As a general rule GRIHA Council will not hold any negotiations (technical or commercial) with any bidder. GRIHA Council, however, reserves the right to carry out such negotiations under exceptional circumstances only, in which event the negotiations will be restricted to only the bidder securing the highest score in the techno-commercial rating as indicated in the Bid Evaluation Criteria.
- xix. The project will be deemed closed on the delivery of the deliverables as per the requirements, functionality, and workability of the requested work as per the satisfactory expectations of the GRIHA Council.
- xx. If any of the team member leave the project before the completion of the project, the bidder has to intimate GRIHA Council at least one month in advance and replace the team member with another with same or higher qualification and experience. The CV of the new member will be reviewed prior to replacement of the same.
- xxi. The representatives of consultancy organization may be asked to be stationed at the head office of GRIHA Council located in India Habitat Centre, New Delhi during the period of the contract.
- xxii. Bidders may form a consortium; however, the core and non-core services under this RFP cannot be sub-contracted. The entire responsibility of deliverables shall lie with the primary bidder only.
- xxiii. The audit data and its generated reports would be proprietary of GRIHA Council. After the completion of audit, it will be handed over to the GRIHA Council.
- xxiv. The GRIHA Council reserves the right to make any changes in the terms and conditions of the RFP.
- xxv. If the outer envelope of the bid documents is not sealed and marked as required, GRIHA Council will assume no responsibility for the Bid's misplacement or premature opening.

9. Pre-Bidding Meeting

GRIHA Council invites all interested bidders for Pre-Bid meeting for "GRIHA IT infrastructure Audit". The detail of the meeting is as follows:

Date: 24th July 2024

Mode: Web Meeting (link to the meeting will be shared separately)

Note: The consultancy organization are requested to share their queries w.r.t to the shared RFP on info@grihaindia.org by 23rd July 2024, 12 noon.

10. Evaluation of Bids

- i. Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in the Request for Proposal.
- ii. The TEC shall evaluate the Technical Proposal followed by technical presentations by the shortlisted bidders. The TEC while evaluating the Technical Proposals shall have no access to the Commercial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation. Evaluation of the technical proposal will be done and at this stage the Commercial bid (proposal) will remain unopened. The Bidders whose Technical Offers are found to be in accordance with the specifications mentioned in the RFP document will be called for technical presentation.
- iii. The committee will invite each bidder to make a presentation for technical evaluation as per the evaluation criteria given in the RFP document.
- iv. The Technical and commercial bids will have a 70:30 weightage of marks respectively in the evaluation criteria. The Combined Quality Cum Cost Based System (CQCCBS) shall be followed to evaluate the bids.
 - a) Technical Weightage (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:
 - i. $St = T * 0.70$ where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria
 - b) Financial Weightage (Sf): The marks scored by the bidder in Financial evaluation shall be calculated to 30 points as below:
 - c) The Commercial scores of all the other proposals will be determined by
 - i. $Sf = 0.30 * Fm/F$ (Fm = Lowest evaluated tender cost, F = value of Commercial proposal under consideration).
 - d) Final Selection: Proposals will be ranked according to their combined technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as $S = St + Sf$. The firm achieving the highest combined technical and commercial score (S) will be awarded the contract.
- v. There should be no mention of prices in any part of the bid other than the commercial bids.
- vi. In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
- vii. Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions, and specifications of the Request for Proposal.

viii. Any attempt by a Bidder to influence in the bidding evaluation process may result into rejection of the Bidder's Bid.

11. Technical Evaluation Criteria

The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, GRIHA Council shall determine whether each bid is

- i. Complete in all respect,
- ii. Accompanied by the required information and documents and,
- iii. Substantially responsive to the requirements set forth in the RFP document.

The technical evaluation criteria are broadly defined as under:

S.No.	Evaluation Criteria	Marks	
Experience of the Agency			
1.	Experience of the Consulting Firm in providing services in Government or Private domain. <ul style="list-style-type: none"> • More than 7 projects of similar nature – 40 Marks • More than 5 projects of similar nature – 30 Marks • More than 3 Projects of similar nature – 20 Marks 	40	40
Methodology / work schedule			
2.	Proposed Methodology and Execution plan as per scope of work given in this RFP. <ul style="list-style-type: none"> • Approach and Methodology (In PPT and word of not more than 6 slides and 500 words respectively) – 25 Marks • Team structure and qualifications – 20 Marks • Project Plan and adhering to Project timelines – 15 Marks 	60	60
TOTAL		100	100

- **The maximum marks that can be scored would be 100. The bidder with the highest combined score will be awarded the contract.**
- **All supporting documents (work orders/certificates) to be enclosed in technical bid.**

If deemed necessary, GRIHA Council in its sole discretion to make required variations in the cutoff points for technical evaluation including criteria for technical evaluation.

Tender Evaluation Committee: GRIHA Council will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

Any effort by a Bidder to influence the Tender Evaluation Committee's Processing of Bids or award decisions may result in the rejection of the Bid.

Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall

constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

12. Bid Prices

The price i.e., offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this RFP document. The financial offer may be submitted keeping in view the terms and conditions of this document and site conditions.

The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges if any, shall be paid by the bidder only.

All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

Any royalties or patents or the charges for the use of content, images, software's etc. thereof that might involve in the contract shall not be paid by GRIHA Council. The bidder only shall pay for such claims without putting any financial burden on GRIHA Council.

The commercial bid needs to be submitted as Lump sum cost for the entire project.

Note:

- Consulting Firm is required to include costs for any third-party subscriptions that may be required to generate the reports. GRIHA Council shall not pay any additional amount over and above the mentioned amount (Grand Total).
- Onsite Consultant is required to carry their own laptops, internet connectivity and other tools required for the work.
- The deliverables mentioned in the tender document shall require extensive research, analysis, and reporting. Hence it will require availability and dedication of network of professionals within the Consulting Firm towards the deliverables. Hence the Consulting Firm is requested to factor in their costing for the services required from their back-office teams also, not only for the onsite consultant.

13. Period of Validity of Bids

Validity Period: Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by GRIHA Council. GRIHA Council holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

Extension of Period of Validity: In exceptional circumstances, GRIHA Council may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

A Bidder granted extension of validity shall not be permitted to modify his technical or commercial bid.

14. Terms of Reference

GRIHA Council and its products (GRIHA and its sister ratings) are rating tools that help people assess the performance of their building against certain nationally acceptable benchmarks. It evaluates the environmental performance of a building holistically over its entire life cycle, thereby providing a definitive standard for what constitutes a 'green building.' The rating system, based on accepted energy and environmental principles, will seek to strike a balance between the established practices and emerging concepts, both national and international.

The assessment of these building parameters and basic functioning of GRIHA's rating framework heavily depend on the robust panels / tool that have been developed over the last decade. The online panels are the backbones of the GRIHA rating framework. These online portals regulate the entire rating process (from Registration, payment, document submission, evaluation to the final award of the rating) of thousands of registered projects covering millions of building footprint area.

Through this RFP, GRIHA Council is interested in awarding the contract to Information Technology (IT) consultancy organizations for providing Security audit for all its IT infrastructures, through deployment of the required human resources, having required skills and experience in software development, testing, implementation, maintenance, management, and user support. The selected organization shall also be responsible for the complete turnkey operation of the IT systems (software only) to ensure 100% uptime availability of all the applications under this project.

The detailed RFP document is available at GRIHA Council's website www.grihaindia.org. The proposal shall be submitted along with the necessary supporting documents as mentioned in the RFP as per the date and time given in the document.

This RFP document indicates the scope of work, qualifying requirements, and procedure for submission of proposal for interested organizations. Only short-listed organizations are eligible to submit a detailed technical and financial proposal for the objectives set forth in this RFP document. The selection of the successful bidder among the short-listed ones shall be based on technical and financial criteria, with 70% weightage for technical competency/capability and 30% weightage for financial proposal. GRIHA Council reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reasons thereof and no claim/dispute on this aspect shall be entertained. May please visit GRIHA Council's website at www.grihaindia.org or contact the undersigned for more details:

Deputy CEO & Secretary
Green Rating for Integrated Habitat Assessment (GRIHA) Council,
GRIHA Council
3rd Floor, Core 1B
India Habitat Centre, Lodhi Road

New Delhi – 110 003, India
 Tel: (+91 11) 46444500/24339606-08
 Email: info@grihaindia.org

15. Scope of Work

The primary objective of this project is to engage an agency having CERT-In empaneled auditors to audit the security implementation across GRIHA Council's website, web applications, and databases. The agency will assist the GRIHA Council in identifying vulnerabilities during the assessment and provide recommendations to mitigate these vulnerabilities and provide safe-to-host certificate.

The bidder shall also be responsible for the complete turnkey operation of the IT systems (including system software requirement, Application performance deployment/hosting over the cloud servers/instances, security, SSL certification etc.) to ensure a 100% uptime availability of all the applications under this project.

This audit will cover websites/web applications mentioned below:

- **Web Applications in Scope:**

S. No.	Web Application/ Web Site	Description
1.	GRIHA India	Website detailing GRIHA, its various ratings, certifications, etc.
2.	GRIHA Tools for Ratings and Certification	Web application allowing clients to register for ratings and certifications for their projects. Registered clients can obtain ratings/certifications for their projects after filling in all details, furnishing required documents, and verification by GRIHA professionals.
3.	GRIHA Learning Centre	Web application containing courses on multiple ratings and certifications. Also hosts exams for professionals who wish to be certified by GRIHA.
4.	GRIHA Product Catalogue	Web application allowing clients to register their products with GRIHA after thorough verification by GRIHA professionals.
5.	SVA GRIHA V3 Rating	Web application to let registered clients to obtain SVA GRIHA v3 Rating for their projects after filling in all details, furnishing required documents, and verification by GRIHA professionals.
6.	Payment Web Application	GRIHA payment gateway for the product catalogue and other services.
7.	GRIHA Helpdesk	GRIHA helpdesk application based on Zendesk.

Scope of Audit:

The broad scope of work includes:

a. Cybersecurity Audit:

- Conduct a cybersecurity audit of the GRIHA Council's website, web applications, and databases in conformance with the latest version of "Cyber Security Audit Baseline Requirements" by the National Security Council Secretariat followed by CERT-In.

- Ascertain ISO 27001 and ISMS readiness.
 - Ensure compliance with other relevant security standards and frameworks such as OWASP Top 10, NIST, CIS benchmarks, and any other applicable standards.
- b. Audit Areas:**
- i. Policy and Framework Review:**
 - Review existing cybersecurity policies, frameworks, standards, and processes.
 - ii. Process Review:**

The assessor shall review the cybersecurity processes for:

 - Security events/alerts monitoring (SOC)
 - Cybersecurity incident management
 - Threat/vulnerability management
 - Impact analysis and risk assessment
 - Data protection measures and compliance with privacy regulations (e.g., GDPR, CCPA)
 - iii. Third-Party Dependencies:**
 - Assess the security of third-party libraries, plugins, and services used in the web applications.
- c. Vulnerability Assessment and Penetration Testing:**
- Conduct vulnerability assessments and penetration tests for the IT setup and network, wherever necessary.
 - Based on the findings, suggest corrective actions, redressals, and risk mitigation strategies. If no known solution/fix is available for a vulnerability, the auditor should mention this in the report and recommend an alternate solution.
- d. Obsolete Technology Identification:**
- Identify any obsolete, old, or vulnerable plug-ins, open-source frameworks, code, or software on the website/application.
 - Recommend the upgrade or patching of the same.
- e. Support During Remediation:**
- Provide continuous support during the remediation of vulnerabilities identified in the assessment, if required by the GRIHA IT team.
- f. Post-Audit Compliance Verification:**
- Conduct post-audit compliance verification to ensure remediation actions are taken against all observed points/gaps.
 - Submit a detailed report and analysis on the latest cybersecurity status.
- g. Certification:**
- Certify the websites/web applications as “Safe for Hosting” and provide the final certification.
- h. Standards Compliance:**
- Maintain all mandatory standards of cybersecurity audit guidelines/regulations of CERT-IN.
- i. IT SOP and BCP Review:**
- Review existing IT SOPs/policies and Business Continuity Plans (BCP).
 - Recommend suitable measures for adopting best practices in line with ISO 27001 and ISMS readiness.
- j. Cyber Crisis Management Plan (CCMP):**
- Recommend a suitable Cyber Crisis Management Plan (CCMP) for IT facilities, including a strategy for handling cyber-attacks or threats.
- k. Incident Response Plan Review:**

- Review and test the incident response plan to ensure its effectiveness and alignment with best practices.

Pre-Audit Deliverables:

The selected bidder should provide the following details at the start of the cybersecurity audit exercise:

l. Standards:

- Security and quality standards to be followed during the cybersecurity audit.

m. Tools and Software:

- List of tools and software to be used for the cybersecurity audit. All tools and software must be licensed and covered under the scope of the bidder.

n. Regulatory Standards:

- Any additional and mandatory standards of cyber audit regulations required for CERT-In Audit should be made available and applied by the auditor.

16. Technical Bid Requirements

The Technical Bid should cover:

- All supporting documents justifying the Eligibility criteria and Technical Evaluation Criteria as mentioned in this document.
- A concept Note on the understanding of GRIHA Council’s requirement.
- Proposed methodology including work plan detailing the tasks involved, milestones etc.
- Any other relevant information that may be of interest for the project under consideration.

17. Service Levels

S. No.	Service Area	Penalty
1	Audit would be carried out and first reports shall be submitted within 90 days of the signing of contract.	As per penalty clause
2	Compliance against the submitted audit report shall be completed within 30 days of the submission of the first report.	--
3	Final clearance report after the implementation of compliance shall be submitted within 30 days of the fulfilment of all compliances. The report will highlight future recommendations to address threats and vulnerability of existing tools and data.	As per penalty clause
4	The overall timeline of the project shall not exceed more than 180 days from the day of signing of contract.	As per penalty clause

18. Performance Guarantee

A Security Deposit as Performance Bank Guarantee of 10% of the contract value shall be submitted by the successful bidder to GRIHA Council within 1 month of award of the contract.

19. Copyright and Trademarks

Successful bidder will hand over all the data/information/reports/database and artifacts to GRIHA Council for the purpose of copyright and intellectual ownership. On award of the work, an NDA needs to be signed between GRIHA Council and the consultancy organization before the commencement of the project.

20. Milestones and Payment Terms

GRIHA Council shall pay as per following schedule:

Milestones	Payment Details
Issue of Work Order	20%
Submission of audit report	50%
Submission of Final report post compliance	30%

21. Award of contract

GRIHA Council has the right to accept/reject any or all bids notwithstanding anything stated herein, GRIHA Council reserves the right to accept full or part of the Bid and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract.

22. Notification of Award

The successful Bidder shall be notified by GRIHA Council through letter and email for award of work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) days from the receipt of the work order. However, if in case the acceptance of the work order in writing is not received within the 7 (seven) days, the second eligible bidder will be awarded the contract.

23. Signing of Contract

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and GRIHA Council shall enter into contract within 15 days from the date of acknowledgment of the Letter of Acceptance and sign the contract. GRIHA Council shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract.

The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

24. Expenses for the Contract

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the selected Bidder and such amount shall not be refunded to the successful Bidder by the GRIHA Council

25. Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of GRIHA Council with such penalties as specified in the Bid Document and the Contract.

In case of any data theft, the consultancy organization would be penalized equivalent to the bank guarantee submitted for the project.

In case of termination of the contract due to failure to abide the terms and conditions laid in the RFP document, bid contract or the agreement will result in forfeiting of the Bank guarantee.

26. Termination of Contract

GRIHA Council may, without prejudice, to any other remedy for breach of Contract, may terminate the Contract in whole without assigning any reason, if

- a) The qualified Bidder fails to perform any other obligation(s) under the Contract.
- b) The Bidder is in material breach of the representations and documents pertaining to in this Contract.
- c) Any regulatory requirement or unforeseen circumstances that force GRIHA Council to suspend or cancel the contract.

27. Governing Law

The laws of Republic of India shall govern the RFP Document and the Contract.

28. Contents of Technical Envelope 1 (Technical Bid)

- a) Bid Application on the letter head.
- b) Checklist of Submissions
- c) Letter of Undertaking regarding acceptance of the contract
- d) Technical Proposal
- e) Technical Presentation

29. Contents of Commercial Envelope 2 (Commercial Bid)

- a) Lump sum cost of the undertaken work
- b) Cost breakup and expenditure.

30. Authentication of Bid

The original and all copies of the Bid Document shall be sealed and signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization.

31. Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions, or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature and stamp.

32. Sealing and Marking of Bid

The copies of the Technical Bid shall be placed in lacquer sealed envelope 1 clearly marking each "Technical Bid". The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "Commercial Bid, do not open with Technical Bid". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as "GRIHA IT infrastructure Audit".

33. Address for Submission of Bid

The bids shall be addressed and mailed to:

**Ms Shabnam Bassi,
Deputy CEO & Secretary
GRIHA Council, 3rd Floor, Core 1B, India Habitat Centre
Lodhi Road, New Delhi – 110 003**

34. Rejection of Bid

The Bid Document shall be submitted in the form of printed document or PDF files in designated folders to the official link provided for application on GRIHA Council's website. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained.

35. Late Bids

Any bid received by GRIHA Council after the deadline for submission of bids prescribed by GRIHA Council, will be summarily rejected. GRIHA Council shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

36. Bids not considered for Evaluation

Bids that are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

37. Opening of Commercial Bids

Commercial Bids will be opened after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the GRIHA Council at the Commercial Bid opening.

38. Clarifications of bids

To assist in the evaluation, comparison and an examination of bids, GRIHA Council may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. If the response to the clarification is not received before the expiration of deadline prescribed in the request, GRIHA Council reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

39. Completeness of bids

- i. GRIHA Council will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the RFP Document.
- ii. Final Selection of bid would be on the basis of combination of technical merits and commercial bids.

40. Rectification of Errors

Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the rates in words and figures, the rate in words will govern.

41. Force Majeure

- i. If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine restrictions (hereinafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the GRIHA Council within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages, compensations against the other in respect of such non-performance or delay in performance, and deliveries under this contract. Normal working shall be resumed

as soon as such eventuality has come to an end or ceased to exist.

- ii. Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the GRIHA Council may terminate this contract by giving notice in writing.

42. Indemnity

The bidder shall indemnify, protect and save the council and hold the council harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) An act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- b) Breach of any of the terms of this tender document or breach of any representation or warranty by the bidder,
- c) Use of the allocated Solution and or facility provided by the bidder,
- d) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfil the scope of the Solution requirement.

The bidder shall further indemnify the council against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third party claims on the council for malfunctioning of the equipment/s providing facility to GRIHA Council equipment at all points of time, provided however,

- a) The council notifies the bidder in writing immediately on aware of such claim,
- b) The bidder has sole control of defense and all related settlement negotiations,
- c) The GRIHA Council provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and
- d) The council does not make any statement or comments or representations about the claim without prior written consent of the bidder, except under due process of law or order of the court.

It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the council's (and/or its customers, users and System Integrators) rights, interest and reputation.

The bidder should indemnify the council (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the bidder, its employees, and agents
- d) Breach of any terms of tender document or Representation made by the council
- e) Act or omission in performance of service.

Indemnity would be limited to the court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, losses or liabilities suffered by the council arising out of claims made by its customers and/or regulatory authorities. The bidder shall not indemnify the council for

- a) Any loss of profits, revenue, contracts, or anticipated savings or
- b) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and System Integrators of the GRIHA Council would be considered as a “direct” claim

43. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- a) Initiate discussions regarding such employment without any direct or indirect solicitation by the other party.
- b) Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- c) Has been terminated by a party prior to the commencement of employment discussions with the other party.

44. Penalties and delays in Service Provider’s performance

The bidder should provide uninterrupted services as per the requirements of this tender. Inability of the bidder to either ensure deliverables as per specifications within **defined timelines** or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 5% of the contract value. Thereafter, the contract may be cancelled. The GRIHA Council also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the GRIHA Council.

Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the GRIHA Council.

Delivery of the Goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by the GRIHA Council.

If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery of the Goods and performance of the Services, the

bidder shall promptly notify the GRIHA Council in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the GRIHA Council shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages

LIQUIDATED DAMAGES

The delivery would be treated as incomplete in one/all the following situations:

- a) Non-delivery of any component or other services mentioned in the order
- b) Non-delivery of supporting documentation
- c) Delivery/Availability, but no installation of the components and/or software
- d) System operational, but unsatisfactory to the GRIHA Council

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the GRIHA Council shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (5 working days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the GRIHA Council may consider termination of the contract.

45. Resolution of disputes

The dispute resolution mechanism shall be as follows:

- a) In case of any dispute between GRIHA Council and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) GRIHA Council will appoint the designated officer mutually agreed between the parties to work as an arbitrator.
- d) The decision of the arbitrator shall be final and binding upon both the parties, i.e., GRIHA Council and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of New Delhi, so far as legal and court matters are concerned.