



## GOVERNMENT OF TAMIL NADU

### Tamil Nadu e-Governance Agency

**Request for Proposal for Selection of e-Sign Service Provider (ESP) for providing Aadhar based e-Sign 3.2 services for Treasuries and Accounts department and any other departments/PSUs of Government of Tamil Nadu for a period of Five Years**

**Tender Ref No: TNeGA/OT/e-Sign 3.2/2022-23**

Tamil Nadu e-Governance Agency  
807,2<sup>nd</sup> Floor, PT Lee Chengalvarayan Naicker Building  
Anna Salai, Chennai - 600 002.  
Tel No: +91-44-40164907  
Email: [mng1tnega@tn.gov.in](mailto:mngr1tnega@tn.gov.in)  
Website: [www.tnega.tn.gov.in](http://www.tnega.tn.gov.in)

#### **Important Notice**

This Tender – Request For Proposal (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

## Letter of Undertaking

To

Chief Executive Officer,  
Tamil Nadu e-Governance Agency (TNeGA),  
807,2<sup>nd</sup> Floor, P.T.Lee.ChengalvarayanNaickerMaaligai,  
Anna Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in **Selection of e-Sign Service Provider (ESP) for providing Aadhar based e-Sign 3.2 services for Treasuries and Accounts Department and any other departments/PSUs of Government of Tamil Nadu for a period of Five Years** - Reg.

Ref: Tender Ref: **TNeGA/OT/e-Sign 3.2/2022-23**

I/We do hereby submit my/our bid for the **Selection of e-Sign Service Provider (ESP) for providing Aadhar based e-Sign 3.2 services for Treasuries and Accounts Department and any other departments/PSUs of Government of Tamil Nadu for a period of Five Years** in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions and specifications of contract, the stipulations of which I/We agree to comply with. I/We hereby undertake to complete the assignment as per schedule specified in the tender notice from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement hereby annexed.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNeGA and considering this my/our tender.

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby confirm that our Company has not filed for

bankruptcy

during the last three years.

I/We hereby confirm that our.....Company has not violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.

I/We..... shall not sub-contract any works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

I/We..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Tamil Nadu G.O.Ms.No.343, Finance (Salaries) department, dated 18.9.2020; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We..... certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

I/We..... certify that I/we shall not form any consortium with other firms/ organizations/agencies/ companies for carrying out the tasks specified in this RFP.

In case of violation of any of the conditions above, I/We .....understand that TNeGA/Government of Tamil Nadu is entitled to take appropriate action against us.

I have gone through the RFP document Tender Ref No: **TNeGA/OT/e-Sign3.2/2022-23** from pages 1 to 44 and I/We ..... agreed to abide by the terms and conditions specified therein.

Signature:

Name:

Designation:

Mobile No. and email id

Note:

Declaration on the company's letter head should be submitted as per format given above

## Table of Contents

1.	Introduction .....	7
2.	Tender Schedule and Data Sheets .....	8
3.	General Instructions.....	9
3.1	General.....	9
3.2	Clarifications to the RFP .....	9
3.3	Amendments to the Tender.....	10
3.4	Language of the Bid .....	10
3.5	Bid Currency.....	11
3.6	Contacting Tender Inviting Authority .....	11
3.7	Force Majeure .....	11
3.8	Arbitration.....	11
4.	Eligibility Criteria .....	11
4.1	Eligibility Criteria .....	13
5.	Bid Preparation and Submission .....	14
5.1	Cost of Bidding .....	14
5.2	Earnest Money Deposit (EMD).....	14
5.3	Letter of Authorization.....	14
5.4	Two Part Bidding.....	14
5.4.1	Technical Bid .....	14
5.4.2	Price Bid Form .....	15
5.4.3	Details of the Documentary proofs to be uploaded in portal.....	16
5.5	Bid closing date and time.....	16
5.6	Online Submission of Bids - <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> .....	17
6.	Tender Opening and Evaluation.....	17
6.1	Technical Bid Opening.....	17
6.2	Tender Validity .....	17
6.3	Initial Scrutiny .....	17
6.4	Clarifications.....	18
6.5	Tender Evaluation .....	18
6.5.1	Suppression of facts and misleading information.....	18
6.5.2	Technical Bid Evaluation .....	18
6.5.3	Price Bid Evaluations .....	19
6.6	Negotiations.....	19

	6.7
Award of Contract (through <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> ) .....	19
6.8 TNeGA reserves the right to: .....	19
7 Execution Work.....	20
7.1 Payment of Security Deposit (SD) .....	20
7.2 Execution of Contract.....	20
7.3 Release of Work Order.....	21
7.4 Refund of EMD.....	21
7.5 Forfeiture of EMD and SD .....	21
7.6 Termination of Contract.....	21
7.6.1 Termination for default.....	21
7.6.2 Termination for Insolvency .....	22
7.6.3 Termination for Convenience .....	22
7.7 Project Lead (SPOC) .....	22
7.8 Assigning of Tender whole or in part.....	22
7.9 Liquidated Damages (LD) .....	23
7.10 Other Conditions.....	24
7.11 Arbitration and Jurisdiction .....	24
8 Background .....	24
8.1 Preamble.....	24
9 Contract Period & implementation timelines.....	29
10. SLA Monitoring and Warranty .....	29
11. Variation of Scope – Change Requests .....	31
12. Review and Monitoring.....	31
13. IPR &Exit Clause .....	31
14. Payment Terms .....	32
15. APPENDIX – I: Bank Guarantee Format.....	33
16. APPENDIX – II: Model Form of Contract .....	35

### List of Acronyms

Sl. No.	Acronym	Definition
1.	ASP	Application Service Provider
2.	API	Application Programme Interfaces
3.	CA	Certifying Authority
4.	CCA	Controller of Certifying Authorities
5.	DSC	Digital Signature Certificate
6.	EMD	Earnest Money Deposit
7.	ESP	e-Sign Service Provider
8.	OTP	One Time Password
9.	Meity	Ministry of Electronics and Information Technology
10.	LOA	Letter of Acceptance
11.	ASA	Authentication Service Agency
12.	CIDR	Central Identity Data Repository
13.	RFP	Request for Proposal
14.	SPOC	Single Point Of Contact
15.	KSA	eKYC Service Agency
16.	TNeGA	Tamil Nadu e-Governance Agency
17.	UIDAI	Unique Identification Authority of India
18.	KUA	Know Your Agency
19.	RA	Registration Authorities
20.	GoTN	Government of Tamil Nadu
21.	NeGD	National e-Governance Division

## **1. Introduction**

### **Tamil Nadu e-Governance Agency (TNeGA)**

Tamil Nadu e-Governance Agency (TNeGA) is responsible for driving all technology initiatives for the Government of Tamil Nadu. Its primary aim is to develop low cost, technology enabled scalable solutions to impact Governance in a significant way. It aims to create an inclusive, equitable, and universally accessible G2C service delivery mechanism for barrier free access to Governance. TNeGA offers IT solutions and consultancy services to Government departments for their technology needs. Tamil Nadu e-Governance Agency is functioning under the Information Technology Department, Government of Tamil Nadu.

### **Treasuries and Accounts department**

In Tamil Nadu, originally, all the Treasuries were functioning under the control of Revenue Department. In 1954, The Pay and Accounts Office was formed in Chennai, ( Madras City ) combining the work of Treasury functions and audit functions, under the administrative control of Finance Department .The Department of Treasuries and Accounts was formed in 1962. With the formation of the Directorate, all the District Treasuries in the State ( 12 Districts at that time excluding Chennai) and Sub Treasuries under their control and the Pay and Accounts Office Chennai were brought under the control of Treasuries and Accounts Department with overall administrative control of Finance Department.

e-Sign Service Provider (ESP) should provide Aadhar based e-Sign 3.2 services for integration with the software of the Treasuries and Accounts department of Government of Tamil Nadu.

The detailed scope of work for the services to be provided by the ESP is given in cl. 8 of this RFP.

## 2. Tender Schedule and Data Sheets

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807,2 <sup>nd</sup> Floor, P.T.Lee.ChengalvarayanNaickerMaaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	<b>Selection of e-Sign Service Provider (ESP) for providing Aadhar based e-Sign 3.2 services for Treasuries and Accounts Department and any other departments/PSUs of Government of Tamil Nadu for a period of Five Years</b>
	B) Tender Ref No.	<b>TNeGA/OT/e-Sign 3.2/2022-23</b>
3.	Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakh only) should be paid through online mode.
4.	Contract Period	<b>5 Years</b>
5.	Tender Document	The Tender document can be downloaded from the URL <a href="https://www.tnega.tn.gov.in/">https://www.tnega.tn.gov.in/</a> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> at FREE OF COST.
6.	Mode of Submission	<b>e-Submission through</b> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	On <b>25.01.2023</b> @ 11:30 hrs online through video conference and the link for the VC is <a href="https://bit.ly/3GXshSx">https://bit.ly/3GXshSx</a>
8.	Due Date and Time for Bid Submission	On <b>20.02.2023</b> @ 16:00 hrs
9.	Date, Time and Place of Opening of Technical Bids	On <b>20.02.2023</b> @ 16:30 hrs
10.	Date, Time and Place of Opening of Price Bids	Price Bid opening Date & Time will be communicated to Technically qualified bidders ONLY.

**Note:** Neither the TNeGA nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management



### 3. General Instructions

#### 3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNeGA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNeGA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to provide e-Sign services to the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to TNeGA and Government of Tamil Nadu for all the deliveries and deliverables.
- h) The Bidder shall submit the scanned copy bid document (in .pdf) and corrigendum (if any) as an acceptance of the bid.

#### 3.2 Clarifications to the RFP

A prospective Bidder requiring any clarification in the RFP may notified by E-mail to [tenders.tnega@tn.gov.in](mailto:tenders.tnega@tn.gov.in) or through online mode in <https://tntenders.gov.in> (Clarification Forum). Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites <https://www.tnega.tn.gov.in>, <https://tntenders.gov.in>

### 3.3 Amendments to the Tender

- a. A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNeGA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.

The link for the VC is given below:

<https://bit.ly/3GXshSx>

- b. Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum of information in the websites till the closing date of this Tender.
- c. TNeGA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- d. No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.
- e. Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- f. Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- g. TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- h. TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

### 3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language

provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

### **3.5 Bid Currency**

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

### **3.6 Contacting Tender Inviting Authority**

Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

### **3.7 Force Majeure**

Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

Natural phenomena including but not limited to earthquakes, floods, and epidemics.

Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.

Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

### **3.8 Arbitration**

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter.

## **4. Eligibility Criteria**

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose

documentary evidence for fulfilling the Eligibility in the Technical Bid. **If a Bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.**

#### 4.1 Eligibility Criteria

S.No	Eligibility Criteria	Attachments
4.1	The bidder should be a company registered/ incorporated in India under Indian company Act, 1956/2013 and must have 3 years of existence in India as on date of submission of bids.	Valid copy of the Certificate of Incorporation.
4.2	The Bidder shall be a Certifying Authority i.e. valid registered e-Sign Service provider (ESP) licensed by the Controller of Certifying Authorities, Government of India	Valid Copy of Certification / License issued by CCA (Controller of Certifying Authorities) for CA (Certifying Authority) shall be enclosed
4.3	The Bidder should have enrolled as KYC User Agency (KUA) with UIDAI and KSA to provision of services in online and offline modes.	Copy of ESP's agreement with UIDAI providing license to ESP to act as a KUA and ESP's agreement with KSA that relates to provision of Services.
4.4	The Bidder should have an annual turn over of at least Rs. 5 Crores and should have a Positive net worth during each of the last three financial years (2019-20, 2020-21 and 2021-22)	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years and certification from Chartered Accountants/ Auditors for positive net worth for last 3 years. For 2022-23 provisional certificate is accepted.
4.5	The bidder should have implemented Aadhar based e-Sign 3.2 services as ESP in at least two Central/ State/UT government departments/PSU/Agencies/Banks and should have performed more than 20,000 Successful e-Sign transaction (Cumulative) per annum in any one of the project.	Work Order / Project Contract Document / Agreement along with Satisfactory Performance/ Completion Certificate by the client.
4.6	The Bidder should have at least one office in Chennai Tamil Nadu and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Tamil Nadu , then bidder should submit a letter of undertaking to open an office in Chennai Tamil Nadu within 15 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter

The bidders who have submitted required Documents for **4.1 Eligibility Criteria** and meeting above all the Eligibility Criteria as determined by the Committee consisting of members from **TNeGA** shall be considered as qualified bidders and financial bids of those qualified bidders who satisfy all the eligibility criteria listed (S.No.4.1. to 4.6) in the above table shall only be opened.

## **5. Bid Preparation and Submission**

### **5.1 Cost of Bidding**

- a. The Bidder should bear all costs associated with the preparation and submission of Bids. TNeGA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

### **5.2 Earnest Money Deposit (EMD)**

- a. An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode. The EMD of the unsuccessful Bidders will be auto-refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TNeGA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- b. The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c. The EMD amount will be forfeited by TNeGA, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in Bidder fails to remit Security Deposit within the respective due dates.

### **5.3 Letter of Authorization**

- a. A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise the Bids will be summarily rejected.

### **5.4 Two Part Bidding**

- a. Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

#### **5.4.1 Technical Bid**

The first part relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.

- a) A Letter of Undertaking (as per the format provided in this RFP) in company's letter head in pdf
- b) This Technical Bid document

- c) Copy of supporting documents for Eligibility Criteria (4.1) as .rar file (Zipped) have to be submitted.

#### 5.4.2 Price Bid Form

Second part relates to Price Bid which should be submitted in the **Bill of Quotation (BoQ)** as given in the Tender.

- a. The price/rate quoted by the Bidder in the price Bid should be the cost of e-Sign Services (Per Digital Certificate - Signing and Encryption) and no other charges will be allowed by the TNeGA other than the rate quoted for the contract period. GST will be payable extra at the prevailing rates as per Government Rules if applicable. Applicable. Statutory deductions (TDS) will be deducted from the payment.
- b. The Price quoted should include all the costs involved for user licenses, features, software subscription and maintenance of the Hardware, updation and upgradation of all software during the tenure. All fixed costs (Registration, Integration, Implementation, License cost of the software components deployed in the e-Sign infrastructure) and variable costs (Subscription and Maintenance cost which includes patches, updates and remote technical support for e-Sign services) has to be factored in the quote for per transaction fee. The price quoted shall be firm and binding without escalation whatsoever.
- c. Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the Bids will be summarily rejected.
- d. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- e. The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India. The Bidders should particularly take note of this factor before submitting the Bids.

### 5.4.3 Details of the Documentary proofs to be uploaded in portal

Letter of Undertaking		Upload Format
A Letter of Undertaking in company's letterhead	1	PDF (Max 2 MB)
Technical Bid		Upload Format
This Technical Bid document	1	PDF (Max 2 MB)
Eligibility Criteria (4.1)		Upload Format
1	Copy of documentary proof for clause 4.1 as PDF	RAR (WinRAR) (Max 20 MB)
2	Copy of documentary proofs in chronological order for clause 4.2 as merged PDF	
3	Copy of documentary proofs for clause 4.3 as merged PDF	
4	Copy of documentary proof for clause 4.4 as PDF	
5	Copy of documentary proof for clause 4.5 as PDF	
6	Copy of documentary proof for clause 4.6 as PDF	
Bill of Quotation (BoQ) – Price bid		1 .XLS
<b>Total</b>		<b>9</b>

Note: Under Technical bid = 8 documents

Under Price bid = 1 document (pre-defined template)

### 5.5 Bid closing date and time

Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published.

Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.



## 5.6 Online Submission of Bids - <https://tntenders.gov.in>

Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A print out of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an acknowledgement for submission of bid. This acknowledgement will act as a proof of bid submission.

The bidders can resubmit the bid as many times as possible till the closing time of the bid submission. Withdrawal of the bid is also possible before the closing time of the bid submission.

The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in E-Tender system.

## 6. Tender Opening and Evaluation

### 6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNeGA (if any).

**NOTE:** If the date fixed for opening of the tender happens to be a Government holiday, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

### 6.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender.

### 6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- i. received without the Letter of Authorization
- ii. received without EMD amount
- iii. found with suppression of details
- iv. with incomplete information, subjective, conditional offers and partial offers
- v. submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
- vi. non-compliance of any of the clauses stipulated in the Tender

vii. lesser validity period

All responsive Bids will be considered for further evaluation. The decision of TNeGA/Government will be final in this regard.

## 6.4 Clarifications

When deemed necessary, TNeGA shall seek bona-fide clarifications on any aspect from the Bidder ONLY through <https://tntenders.gov.in> (online mode) under Short Fall of Documents sections in e-tender portal. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNeGA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TNeGA as stated above, such Bids may at the discretion of TNeGA, shall be rejected as technically non-responsive.

## 6.5 Tender Evaluation

### 6.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of TNeGA, TNeGA shall have the right to reject the Bid and if after selection, TNeGA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNeGA shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the Eligibility Criteria. Otherwise, TNeGA at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

### 6.5.2 Technical Bid Evaluation

**Eligibility Criteria:** A Technical Committee comprising of members from TNeGA / Treasuries department will examine the Technical Bids against the 4.1 Eligibility Criteria given in the Tender document. The Technical Committee scrutiny will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and price bids will not be opened for such Bidders. The eligible Bidders satisfying all the criteria in cl. 4.1 alone will be

considered as qualified bidders and price bids of those bidders alone will be opened. The decision of TNeGA will be final in this regard.

### **6.5.3 Price Bid Evaluations**

- a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ)
- b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The Bidders should quote for all the items. Failure to submit the price for all the items Including price discovery) or partial offer will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
- d) The bidder who satisfied the eligibility criteria (4.1) and has quoted the lowest rate in the price bid [i.e., Unlimited e-Sign transaction per user per ANNUM] will be declared as successful bidder (L1).
- e) The bidder has to quote the rate for per e-Sign in the price discovery column. Though this rate does not constitute the bid price, this price discovery has to be quoted by the bidder mandatorily and if the Treasuries department requires this rate per esign for any particular user, the rate quoted by the bidder in this price discovery will be used for that particular case.

## **6.6 Negotiations**

Negotiations will be conducted with the Successful (L1) Bidder for improvement in the Scope of Work, Specification, further reduction in bid price as well for rates quoted for price discovery and advancement of delivery schedule.

## **6.7 Award of Contract (through <https://tntenders.gov.in>)**

Award of Contract shall be issued to the successful (L1) bidder online through <https://tntenders.gov.in>. After acceptance of the tender and LOA issued by TNeGA, the successful bidder (L1) shall have no right to withdraw their tender or claim higher price. No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

## **6.8 TNeGA reserves the right to:**

- a) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- b) Change the list of locations from time to time based upon the requirement.
- c) If Performance of the Bidder is not as per the Tender Schedule, then reserves the right to reallocate the quantity to other Bidder/Bidders.

- d) Reserves its right to withhold any amount for the deficiency in Quality/Service aspect of the ordered items supplied to the customers.

## **7 Execution Work**

### **7.1 Payment of Security Deposit (SD)**

The successful Bidder will be required to remit a **Security Deposit (SD) of 5% of contract value** by way of **Demand Draft or Banker's Cheque** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 63 months from the date of acceptance of the tender on receipt of confirmation from TNeGA. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNeGA.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of work. The Security Deposit will be refunded to the Successful Bidder on completion of 3 months after the Contract Period subject to satisfaction of TNeGA. Such completion would be arrived at when the entire Scope of Work is executed by the Bidder as per the Contract Agreement and as per Order(s) issued by TNeGA from time to time. The Security Deposit held by TNeGA till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder fails to deliver the services during the contract period specified in the Tender or if the Bidder fails to sign the contract.

### **7.2 Execution of Contract**

- a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within 10 working days from the date of Letter of Acceptance issued by TNeGA with such changes/modifications as may be indicated by TNeGA at the time of execution on receipt of confirmation from TNeGA.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNeGA. TNeGA reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 10 days, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNeGA and also TNeGA have the right to recover any consequential losses from the Successful Bidder.

### **7.3 Release of Work Order**

After payment of Security Deposit and execution of the Contract, TNeGA will issue the Work Order to the Successful Bidder for providing Aadhar based e-Sign 3.2 services to the Treasuries & Accounts department of Government of Tamil Nadu. Further, if any other departments/ PSUs of GoTN requests TNeGA for Aadhar based e-Sign 3.2 services, separate work order(s) will be issued to the successful bidder/ESP for providing the services to the respective departments/PSUs during the contract period at the rates finalized through this tender. The successful bidder / ESP should provide the Aadhar based e-Sign 3.2 services to the departments/PSUs as per the work order(s) issued by TNeGA during the contract period.

### **7.4 Refund of EMD**

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Cash/Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be auto-refunded upon finalization and issue of Work Order to the Successful Bidder.

### **7.5 Forfeiture of EMD and SD**

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the Successful Bidder withdraws the bid during the bid evaluation or fails to remit the SD & sign the contract pursuant to the award of contract by TNeGA, the EMD remitted by him will be forfeited to TNeGA.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNeGA.

### **7.6 Termination of Contract**

#### **7.6.1 Termination for default**

- a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the service within the time period(s) specified in the Contract, or

fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TNeGA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful TNeGA, in the judgement of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

### **7.6.2 Termination for Insolvency**

TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days 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 that has accrued or will accrue thereafter to TNeGA.

### **7.6.3 Termination for Convenience**

TNeGA may by written notice, with a notice period of 15 days sent to the Successful Bidder, TNeGA 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 TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

## **7.7 Project Lead (SPOC)**

The Successful Bidder should nominate and intimate TNeGA, a Project Lead / Single Point of contact (SPOC) who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Lead fully familiarizes with the Tender Conditions, Scope of Work and deliverables.

## **7.8 Assigning of Tender whole or in part**

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of TNeGA.

## 7.9 Liquidated Damages (LD)

(1)The Bidder must strictly adhere to the implementation schedule, specified in the RFP and Work order issued by TNeGA to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNeGA to resort to any or both of the following:

- a) Claim liquidated damages at 0.5% of the value of work order for delayed performance per week of such delay and the Maximum LD applicable is 10%. However LD clause will not be applicable if the delay is not due to issues related to the vendor.
- b) The dashboard (web based utility) as defined in cl. 8.2 of this RFP should be made available to TNeGA within 30 days of signing of agreement. In case of any failure in this regard or if the dashboard is not delivered within 30 days, a penalty of Rs.1,000/- per week shall be levied to the ESP and additional 15 days will be provided to the ESP. If the dashboard is not ready even after 45 days of signing of agreement, the contract will be terminated. The performance security furnished by the successful bidder (ESP) shall be forfeited and the ESP would be blacklisted from participation for any of the tenders for e-Sign services.
- c) In case of the termination of the contract by TNeGA due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.

(2)Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

(3)The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

(4)Not with standing anything contained in the penalty clause, TNeGA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders.

## **7.10 Other Conditions**

- a) The final decision would be based on the technical capacity and pricing of the Bidder. TNeGA does not bind itself in selecting the Bidder offering lowest prices.
- b) TNeGA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNeGA for good and sufficient reasons.

## **7.11 Arbitration and Jurisdiction**

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.
- b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO, TNeGA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- f) The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- g) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- h) Subject to the above, the Hon'ble High Court of Madras, Chennai alone shall have jurisdiction in this matter.

## **8 Background**

### **8.1 Preamble**

Tamil Nadu e-Governance Agency (TNeGA) invites Request For Proposal (RFP) under the tender procedure governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time, from e-Sign Service Providers (ESP's), a Certifying Authority (CA) under the control of



the Controller of Certifying Authorities(CCA) (Controller of Certifying Authorities), Ministry of Electronics and Information Technology (MeitY), / Authorized by Certifying Authority for providing Aadhar based e-Sign 3.2 services to the Treasuries and Accounts department of Government of Tamil Nadu/ for all e-Governance initiative of the State.

### **8.1.1 About e-Sign:**

e-Sign facilitates digitally signing a document by an eSign user using an Online Service. While authentication of the signer is based on e-KYC response and a confirmation by CA, the signature on the document is carried out on a backend server, which is the e-Sign provider. The service shall be offered only by Certifying Authorities. The eSign is an integrated service that facilitates issuing a Signature Certificate and performing Signing of requested data on basis of authenticated e-KYC response. The eSign Service shall be implemented in line with e-authentication guidelines issued by Controller. The certificate issued through eSign service will have a limited validity period and is only for one-time signing of requested data.

The 3.2 version will be for offline verification and during offline user verification, the e-KYC service will be provided by CA and one time registration of user is required. The 3.2 version of API is designed for applying Digital Signature based on the response received from e-KYC service after online authentication of eSign user.

### **8.1.2 Key Actors in e-Sign Ecosystem:**

#### **8.1.2.1 Application Service Provider (ASP):**

An organization or an entity using e-Sign service as part of their application to digitally sign the content. Examples include Government Departments, Banks and other public or private organizations. ASP may contact the ESP (eSign Service Provider) directly to avail the service within its framework.

#### **8.1.2.2 eSign Service Provider (ESP):**

An organization or an entity providing e-Sign service. ESP is a “Trusted Third Party”, as per the Second Schedule of Information Technology Act. ESP must be a registered KYC User Agency (KUA) with UIDAI. ESP will facilitate subscriber’s key pair-generation, securing key pairs by hardware security module and creation of digital signature.

#### **8.1.2.3 Certifying Authorities ( CA ) :**

A CA is licensed by Controller of Certifying Authorities (CCA) under Information Technology Act to issue Digital Signature Certificates (DSC). CAs issue DSC for authentication of users in cyberspace.

**8.1.2.4 e-KYC Service Agency (KSA) :**

An ASA or KSA is an agency that establishes secure leased line connectivity to the Central Identities Data Repository (CIDR) to transmit authentication request on behalf of AUAs or KUA and receive response back from CIDR. An ASA or KSA can serve more than one AUA or KUA. ASAs may also offer value added services to AUAs in addition to providing them with connectivity to CIDR. Such value added services are not managed by UIDAI.

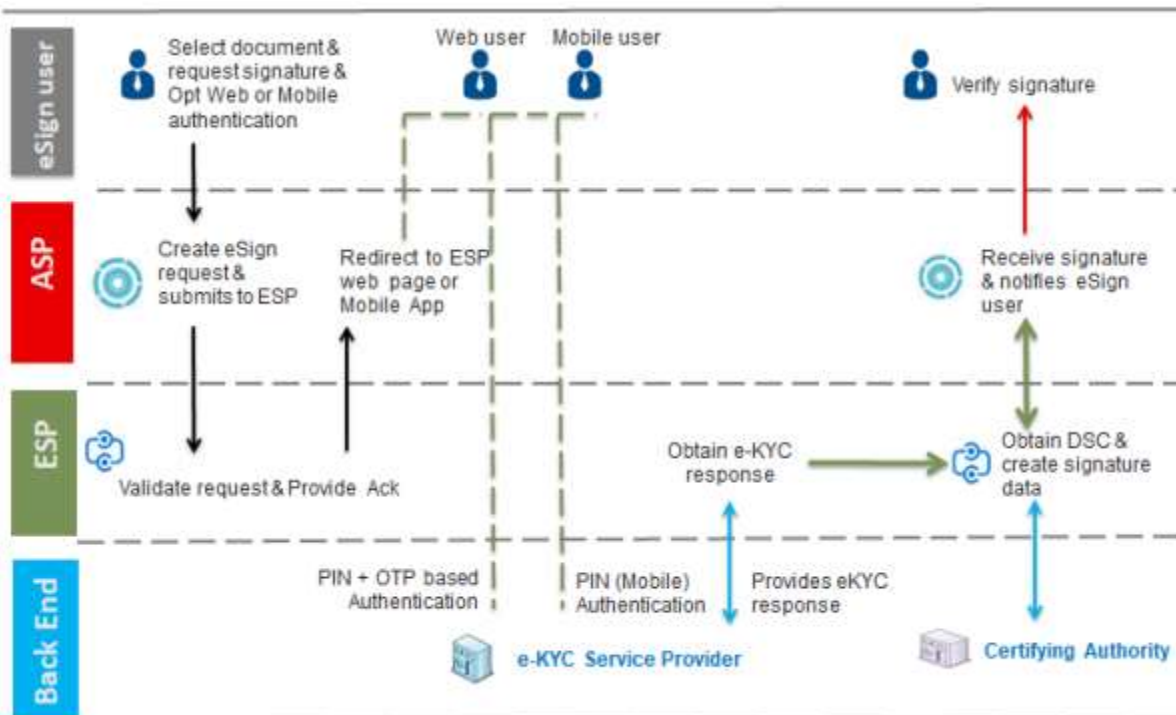
**8.1.2.5 Unique Identification Authority of India (UIDAI) :**

An authority established by Government of India to provide unique identity to all Indian residents. It also runs the e-KYC authentication service for the registered KYC User Agency (KUA)

**8.1.2.6 Controller of Certifying Authorities (CCA) :**

The IT Act provides for the Controller of Certifying Authorities (CCA) to license and regulate the working of Certifying Authorities in compliance with the provisions of the Act. Certifying Authorities (CAs) issue Digital Signature Certificates for authentication of users in cyberspace. CCA is appointed under the IT Act to promote the use of Electronic Signatures in the Country.

**e-Sign Eco System**



## 8.2 Scope of Work:

1. The selected bidder/ESP should provide support to the Treasuries and Accounts department of GoTN for Aadhar based e-Sign 3.2 implementation in their application, based on work order issued by TNeGA. ESP has to coordinate with those Treasuries and Accounts department for integration with their software for about 6500 users.
2. The selected bidder/ESP shall do and facilitate the on-boarding of installation, integration, TNeGA as Application Service Provider (ASP) and enrolment of all e-Sign users.
3. The selected bidder/ESP shall be responsible for providing necessary support to Technical Team, Application Development Team and SIs/Vendors of the Treasuries and Accounts department of GoTN for the solution integration including the necessary changes, configurations, customizations, etc. in their web/mobile applications (if needed)
4. Sub-contracting of Vendor for any activity under this project is not permitted. The contract will be between the TNeGA and selected bidder/ESP only. An undertaking to this effect shall be submitted by the selected bidder/ESP.
5. The selected Bidder/ESP shall responsible for guiding Treasuries and Accounts department of GoTN for upgrading the APIs as per the guidelines given by CCA from time-to-time without any additional cost.
6. The selected Bidder/ESP has to coordinate and liaison with TNeGA assigned personnel and System Integrators (SIs) of Treasuries and Accounts department of GoTN while implementing the project and during any point of time whenever requested by TNeGA.
7. Time period of the proposed e-Signing Solution for ASP On-boarding, installation, integration, User enrolment & Go-Live: Within 30 days after issuing Work Order.
8. The selected Bidder should adhere to the timelines mention in this RFP.
9. During the period of contract, if any other departments/ PSUs of GoTN requests TNeGA for Aadhar based e-Sign 3.2 services, separate work order(s) will be issued to the successful bidder/ESP for providing the services to the respective departments/PSUs at the rates finalized through this tender. The successful bidder / ESP should provide the Aadhar based e-Sign 3.2 services to the departments/PSUs as per the work order(s) issued by TNeGA during the contract period. The terms & conditions mentioned in this RFP for providing the services is applicable for every work order issued by TNeGA to cater the requirements of any other departments / PSUs.

### 8.3 TECHNICAL SPECIFICATION

- a. The e-Sign solution proposed is for the implementation of new e-Sign 3.2 version with offline e-KYC features, as per new CCA, Govt. of India guidelines.
- b. The bidder shall provide unlimited e-Sign offline electronic signature facility for Treasuries and Accounts department application via open Application Programme Interfaces. (API) to facilitate the user to digitally sign the documents.
- c. The e-Sign Services should not be dependent on Aadhaar eKYC as per new CCA Guidelines. User can request for e-Sign by using offline KYC.
- d. The solution should be capable of signing on multiple pages in the same document
- e. The solution should be capable of signing with multiple signatures/ co-signing on the same page & document
- f. The solution should be capable of signing PDF documents and other formats like XML, Word, Excel, JSON etc (if required).
- g. The API/Web services shall be powerful and secured for easy interface with Web and Mobile applications for real time signing functionality
- h. Specifications of any hardware, database, software licenses and bandwidth required at ASP's end for implementation of e-Sign solution needs to be provided by the ESP. Hardware procurement and maintenance of hardware, software and network required for setting up of solution at ASP's end will be undertaken by the ASP during the contract period.
- i. Providing technical support for issues faced by the end users while using e-Sign applications during contract period will be the responsibility of the ESP. Training of the ASP's employees / contact centre agents for handling the troubleshooting of functional and common issues faced by the end users while using e-Sign application.
- j. The solution needs to be in compliance with the requirements laid down by Controller of Certifying Authorities from time to time. The solution needs to comply with the audit observations / requirements laid provided by ASP's Audit Department or any third party agency hired by ASP for audit purpose during the contract period. Cost for any changes made to the solution for ensuring such compliance will be taken care by ESP only.
- k. ESP has to authenticate the user request received for signing of the document (through API) using OTP (SMS/TOTP for web flow or OTP bound token for ESP mobile app) along with PIN and get e-KYC information from e-KYC provider.
- l. The bidder's e-Sign solution shall ensure the privacy of the signer
- m. ESP has to show the document hash along with document information to eSign user & creates a new key pair and CSR for eSign user.
- n. ESP has to get a Digital Signature Certificate for eSign user by calling the CA service
- o. The newly generated digital signature value should be attached to the hash of the document sent for signing.

- p. Creates an audit trail for the transaction
- q. Send the hash of the document which is digitally signed, back to the ASP/ end-user.
- r. Provide the real time dashboard with system availability report (up time, down time, log all the requests initiated by ASP, time to taken to serve each request) for TNeGA and also for each departments/HODs during the entire contract period. The Dashboard should be able to view and generate reports in PDF & Excel formats containing the list of active users, deactivated users based on the timelines i.e., for the last 3 months, 6 months / From & To date and similarly for the trouble/helpdesk tickets based on the ticket status and priorities department / HOD wise. The data in the dashboard should not differ from the actuals. The ESP has to make sure that all the concerned department transactions and its status are made available in online which helps in raising the Invoice by ASP and also for the departments/ TNeGA to validate it.
- s. The ESP should strictly adhere to the SLA during the contract period and should provide a Tool for reporting any lapses/ Incidents of non-conformity to the SLA by ASP/ any department availing e-Sign 3.2 services. The concerned department has to raise the ticket using the tool provided by ESP and the access to necessary tool to be available for the departments within the dashboard to raise, follow-up/view, close and re-open the tickets. The ESP has to share the escalation matrix for incident management.

## 9 Contract Period & implementation timelines

Contract for the said services shall remain in force for a period of **5 (Five)** years from the date of issue of work order/commissioning and the quoted prices shall be valid for the period of 5 years on satisfactory performance of successful bidder. TNeGA may extend the contract for further period on mutual consent with the existing rates.

### 9.1 Implementation Timeline

TNeGA will release work order to ESP (L1 Bidder). ESP must complete or implementing e-Sign 3.2 with the application of Treasuries and Accounts Government Departments within 30 days from the date of issue of work order. If the implementation is delayed beyond 30 days from the date of issue of work order, liquidated damages/ penalty as defined in cl. 7.9 and 10 of RFP shall be imposed.

## 10. SLA Monitoring and Warranty

S.No	Measurement	Definition	Target	Penalty
1.	Availability of ESP applications to facilitate UID authentication and e-Signing	Uptime = { 1 - [(Application Downtime)/(Total Time)]} Total time shall be measured on 24*7 basis Downtime required for maintenance, new initiatives undertaken by ASP or for	1. Minimum 99.5% up time measured on a monthly basis	No penalty
			2. >=99.0% to <99.5% up time measured on a	0.5% of Service

		performance enhancement measures shall be done after preceding in advance by ASP & ESP Downtime shall be measured from the time the application become unavailable (due to any reasons whatsoever attributable to ESP) for business processing to the end user or ASP to the time it becomes fully available for the above stated business processes	monthly basis	Charge
			3. $\geq 95.0\%$ to $< 99.0\%$ up time measured on a monthly basis	3% of Service Charge
			4. $< 95.0\%$ up time measured on a monthly basis	4.0% of Service Charge and contract will be reviewed
2.	ESP response time	The response time shall be measured at the ASP end. The response time shall be measured from the time ASP sends the request to ESP until the response is received from ESP at the ASP end.	1. Minimum 95% of transactions are completed in the designated time	No penalty
			2. $< 95\%$ of Transactions are completed in the designated time	2% of Service Charge
3.	Incident Management	Incidents logged by ASP should be resolved within a stipulated time. The time stipulated for solving the incident would vary depending upon the severity level. The severity level as well as the time required to solve each of it needs to be decided mutually by ASP and ESP. Response time is the time taken by ESP to acknowledge the incident raised by ASP. Ideally for high priority incidents it should be within 30 minutes and between 30- 60 minutes for others. Resolution time is the time taken by ESP to come up with a solution for the incident raised by ASP	1. Minimum 98.0% of the incidents are handled by effectively	No penalty
			2. $< 98\%$ of the incidents are handled by effectively	2% of Service Charge

4.	Change Management	Any change request (changes in application, integration) should be adhered to as per the agreed timelines. ASP and ESP may discuss the timeline for the implementation, integration testing, and depending on the complexity of change may mutually agree on the timelines	Minimum 99% changes should be implemented as per agreed timelines	No penalty
			<99% changes are implemented as per agreed timelines	0.5% of value of work order

### 11. Variation of Scope – Change Requests

TNEGA shall have full-undisputed discretionary rights to add or reduce the scope of work/area of interest as per its requirements and Bidder will have to comply accordingly. Any time during the contract period, TNEGA may modify its business process/workflow as per its requirements and bidder will have to comply with it without any adverse commercial implication. Change requests shall be considered only up to 25% of the contract value for any increase in scope of work.

### 12. Review and Monitoring

TNeGA hold scheduled review meeting and the Successful Bidder should report the progress, adhere to the decisions made during the review meeting.

### 13. IPR &Exit Clause

At the time of expiry of contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 2 weeks. The successful bidder at the time of exit process will supply the following.

- a) All information relating to the work rendered
- b) Project data and confidential information
- c) All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to TNeGA or any other agency identified to carryout due diligence in order to transition the provision of services to TNeGA or any other agency identified.
- d) All properties provided by TNeGA shall be returned.
- e) Before the date of exit, the successful bidder shall deliver to TNeGA all new and updated deliverables and shall not retain any copy thereof.
- f) The ownership and IPR of the deliverables made under this Contract would always rest with TNeGA.

## 14. Payment Terms

- a) No advance payment will be paid.
- b) Payment shall be made annually (from the date of Go-live certified by the concerned department) as per actual volume, on submission of pre received invoice/bill in duplicate and approval from the concern department. The payments shall be subject to deductions of any amount for which the ESP is liable for their failure under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act/ Applicable Law. Payment shall be made in Indian Rupees (INR) only.
- c) Service Integration Certificate must be signed and stamped by the end-user and counter-signed by the Project Coordinator or his/her authorized nominee.
- d) The bidder would raise an invoice along with the details of deductions as per SLA and LD provided in cl. 7.9 and 10 of RFP:
- e) ESP shall deploy a SLA monitoring tool to calculate penalties. ESP will get the payments after adjustments against the penalties levied with respect to the SLAs. SLA adherence reports have to be generated by the concerned ESP and the same shall be submitted to the TNeGA/ASP. This would be used for monitoring of SLA and calculation of penalties (if any), TNeGA/ASP at its own discretion may verify the SLA performance reports and penalties.
- f) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNeGA.
- g) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.
- h) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA not be responsible or liable for default on payment of axes to the statutory authorities.



## 15. APPENDIX – I: Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To  
The Chief Executive Officer,  
Tamilnadu e-Governance Agency,  
807,2<sup>nd</sup> floor, PT Lee Chengalvarayan Naicker Building,  
Anna Salai,  
Chennai – 600002

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by ..... (Bankers Name & Address) having our Head Office at .....(address) (hereinafter referred to as “the Bank”) in favor of CEO, TNeGA, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at No.807, 2<sup>nd</sup> Floor, PT Lee Chengalvarayan Naicker Building, Anna Salai, Chennai- 600 002 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) as per the request of M/s. \_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference \_\_\_\_\_ dated \_\_/\_\_/\_\_ of M/s. Tamil Nadu e-Governance Agency towards Selection of e-Sign Service Provider (ESP) for providing Aadhar based e-Sign 3.2 services for Treasuries and Accounts Department and any other departments/PSUs of Government of Tamil Nadu for a period of Five Years. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force upto \_\_\_ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before \_\_\_ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalized Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until \_\_ months from the date of Bank Guarantee. Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only). This Bank Guarantee shall be valid up to \_\_ months from the date of Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before\_\_\_\_\_.

In witness whereof the Bank, through its authorized Officer, has setits, hand and stamp on this.....at .....

Witness:

(Signature)

(Name in Block Letters)

## 16. APPENDIX – II: Model Form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)

**(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

This CONTRACT is made at Chennai on the..... day of ..... 2022

BETWEEN

**Tamil Nadu e-Governance Agency**, registered under the Tamil Nadu Societies Registration Act 1975 and having its Registered Office at 807, P.T.Lee. Chengalvarayan Naicker Maaligai, Anna Salai, Chennai - 600 002 , being the Service recipient (hereinafter referred to as “TNeGA” which expression shall unless repugnant to the context mean and include its successors and assigns) on Behalf of Industrial Guidance and Export Promotion Bureau, Government of Tamil Nadu of the FIRST PART.

AND

....., a firm represented herein by ....., aged ....years and having its Registered office at .....(hereinafter referred to as “Successful Bidder” which expression shall unless repugnant to the context mean and include its successors and assigns) of the SECOND PART.

Whereas, TNeGA invited a tender vide Tender Ref: TNeGA/OT/e-Sign3.2/2022-23 for Selection of e-Sign Service Provider (ESP) for providing Aadhar based e-Sign 3.2 services for Treasuries and Accounts Department and any other departments/PSUs of Government of Tamil Nadu for a period of Five Years as per the Scope of Work Clause 8 prescribed in the Tender document.

Whereas TNeGA and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

### **1) Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between TNeGA and Service Provider to perform the considerations (hereinafter called “Purpose”) set forth in below:

### **2) Definition**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Successful Bidder in violation of this Agreement)

(ii) is lawfully acquired by the Successful Bidder from an independent source having no obligation to maintain the confidentiality of such information

(iii) was known to the Successful Bidder prior to its disclosure under this Agreement

(iv) was or is independently developed by the Successful Bidder without breach of this Agreement

(or)

(v) is required to be disclosed by governmental or judicial order, in which case Successful Bidder shall give the TNeGA prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the TNeGA to seek a protective order or other appropriate remedy at TNeGA’s sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **3) No Licenses**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter

into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

#### **4) Disclosure**

1. Successful Bidder agrees and undertakes that it shall not, without first obtaining the written consent of the TNeGA, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Successful Bidder shall use the same degree of care and protection to protect the Confidential Information received by it from the TNeGA as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The TNeGA shall not be in any way responsible for any decisions or commitments made by Successful Bidder in relying on the TNeGA's Confidential Information.

#### **5) Return Or Destruction Of Confidential Information**

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the TNeGA, the Successful Bidder shall promptly deliver to the TNeGA the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Successful Bidder or its Affiliates or Directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

## **6) Independent Development and Residuals**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Successful Bidder from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Successful Bidder does not violate any of its obligations under this Agreement in connection with such development.

## **7) Injunctive Relief**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

## **8) Non-Waiver**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**9)** This Contract shall remain in force during the Contract period of 5 years as per the Deliverables and Scope of work from the date of signing of this contract. TNeGA may renew/extend the contract for a further period of 2 years with the existing contract rates as agreed between the parties.

**10)** The Successful Bidder agrees to deliver the services as per the scope indicated in the Tender Scope of Work Clause 8 to 14 of this Tender within the stipulated period prescribed by TNeGA at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.

**11)** The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNeGA.

**12)** Neither TNeGA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
- c) Accidents or disruptions including, but not limited to fire and explosions.

**13)** The RFP document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the finalized Terms and Conditions and the LoA/Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

**14) Liquidated Damages (LD)**

(1) The Bidder must strictly adhere to the implementation schedule, specified in the RFP and Work order issued by TNeGA to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNeGA to resort to any or both of the following:

- a) Claim liquidated damages at 0.5% of the value of work order for delayed performance per week of such delay and the Maximum LD applicable is 10%. However LD clause will not be applicable if the delay is not due to issues related to the vendor.
- b) The dashboard (web based utility) as defined in cl. 8.2 of this RFP should be made available to TNeGA/Treasuries and Accounts department within 30 days of signing of agreement. In case of any failure in this regard or if the dashboard is not delivered within 30 days, a penalty of Rs.1,000/- per week shall be levied to the ESP and additional 15 days will be provided to the ESP. If the dashboard is not ready even after 45 days of signing of agreement, the contract will be terminated. The performance security furnished by the successful bidder (ESP) shall be forfeited and the ESP would be blacklisted from participation for any of the tenders for e-Sign services.
- c) In case of the termination of the contract by TNeGA due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.

(2)Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

(3)The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

(4)Notwithstanding anything contained in the penalty clause, TNeGA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders.

**15) Service Level Agreement**

S.No	Measurement	Definition	Target	Penalty
1.	Availability of ESP applications to facilitate UID authentication and e-Signing	Uptime = { 1 - [(Application Downtime)/(Total Time)]} Total time shall be measured on 24*7 basis Downtime required for maintenance, new initiatives undertaken by ASP or for performance enhancement measures shall be done after preceding in advance by ASP & ESP Downtime shall be measured from the time the application become unavailable (due to any reasons whatsoever attributable to ESP) for business processing to the end user or ASP to the time it becomes fully available for the above stated business processes	1. Minimum 99.5% up time measured on a monthly basis	No penalty
			2. >=99.0% to <99.5% up time measured on a monthly basis	0.5% of Service Charge
			3. >=95.0% to <99.0% up time measured on a monthly basis	3% of Service Charge
			4.<95.0% up time measured on a monthly basis	4.0% of Service Charge and contract will be reviewed



2.	ESP response time	The response time shall be measured at the ASP end. The response time shall be measured from the time ASP sends the request to ESP until the response is received from ESP at the ASP end.	1. Minimum 95% of transactions are completed in the designated time	No penalty
			2. < 95% of Transactions are completed in the designated time	2% of Service Charge
3.	Incident Management	Incidents logged by ASP should be resolved within a stipulated time. The time stipulated for solving the incident would vary depending upon the severity level. The severity level as well as the time required to solve each of it needs to be decided mutually by ASP and ESP. Response time is the time taken by ESP to acknowledge the incident raised by ASP. Ideally for high priority incidents it should be within 30 minutes and between 30- 60 minutes for others. Resolution time is the time taken by ESP to come up with a solution for the incident raised by ASP	1. Minimum 98.0% of the incidents are handled by effectively	No penalty
			2. < 98% of the incidents are handled by effectively	2% of Service Charge
4.	Change Management	Any change request (changes in application, integration) should be adhered to as per the agreed timelines. ASP and ESP may discuss the timeline for the implementation, integration testing, and depending on the complexity of change may mutually agree on the timelines	Minimum 99% changes should be implemented as per agreed timelines	No penalty
			<99% changes are implemented as per agreed timelines	0.5% of value of work order

## 16) Implementation Timeline

TNeGA will release work order to ESP (L1 Bidder). ESP must complete or implementing e-Sign 3.2 with the application of Treasuries and Accounts Government Departments within 30 days from the date of issue of work order. If the implementation is delayed beyond 30 days from the date of issue of work order, liquidated damages/ penalty as defined in cl. 7.9 and 10 of RFP shall be imposed.

## 17) Payment Terms

- a) No advance payment will be paid.
- b) Payment shall be made annually (as per Work order date) as per actual volume, on submission of pre receipted invoice/bill in duplicate and confirmation from the concern department. The payments shall be subject to deductions of any amount for which the ESP is liable for their failure under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act/ Applicable Law.. Payment shall be made in Indian Rupees (INR) only.
- c) Service Integration Certificate must be signed and stamped by the end-user and counter-signed by the Project Coordinator or his/her authorized nominee.
- d) The bidder would raise a invoice along with the details of deductions as per SLA and LD provided in cl. 7.9 and 10 of RFP:
- e) ESP shall deploy a SLA monitoring tool to calculate penalties. ESP will get the payments after adjustments against the penalties levied with respect to the SLAs. SLA adherence reports have to be generated by the concerned ESP and the same shall be submitted to the TNeGA/ASP. This would be used for monitoring of SLA and calculation of penalties (if any), TNeGA/ASP at its own discretion may verify the SLA performance reports and penalties.
- f) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNeGA.
- g) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.
- h) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA not be responsible or liable for default on payment of axes to the statutory authorities.
- i) Payment will be processed only after receipt of the Invoices from the Bidder.
- j) **Income Tax:** As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).

- k) The Successful Bidder hereby agrees to get the refund of incentive and pay back to TNeGA such incentive, if the Government or any other appropriate agency reduces the Excise duty or Service/Sales tax or give incentive of any type retrospectively after releasing the Payment. Failing which action will be taken to recover the above referred amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- l) Penalty amount if any will be adjusted in the payment due to the Successful Bidder.
- m) GST as applicable during the contract period as specified in the Tender will be paid by TNeGA/Department. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA/Department.
- n) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed to the respective statutory authorities. The Department will not be responsible or liable for default on payment of axes to the statutory authorities.
- o) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions, especially those relating to Labour Laws in respect of this Contract.
- p) Any notice from one party to the other given or required to be given hereunder shall be given by either:
  - i) Mailing the same by registered mail, postage prepaid, return receipt requested; or
  - ii) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
- q) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNeGA reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.
- r) Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

## **21. Termination of Contract**

### **21.1 Termination for Default**

- a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by TNeGA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of TNeGA terminating the Contract in whole or in part, TNeGA may procure the maintenance services upon terms and in such manner as it deems appropriate at the risk and cost of the successful bidder shall be liable to TNeGA for any additional costs for such similar services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

### **21.2 Termination of Insolvency**

TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days 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 that has accrued or will accrue thereafter to TNeGA.

### **21.3 Termination of Convenience**

TNeGA may be written Notice, with a Notice period of 15 days 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 TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above

Signed by:  
(Name and designation) For and on behalf of TNeGA  
(FIRST PARTY)

Signed by:  
(Name and designation) For and on behalf of Implementation Partner  
(SECOND PARTY)

WITNESSES:  
(for FIRST PARTY)  
  
(for SECOND PARTY)