

S-11011/8/2010-CC (CPI-New Series)
Ministry of Statistics and Programme Implementation
Data Storage and Dissemination Division
(including Computer Centre)

East Block-10, R.K. Puram,
New Delhi-110066, Dated: **08.05.2019**

To

————— **Limited Tender Enquiry**

Subject: Tender for "Security Audit of MoSPI Website hosted on NIC Cloud and CPI Web Portal to be hosted on NIC Cloud" by the Third Party Auditor (TPA).

Sir,

Undersigned is directed to invite tenders (under two bids system -Technical and Financial bid) only from CERT-in empanelled Agency for Security Audit of following Web Applications:

A. "MoSPI Website hosted on NIC Cloud" developed by Silver Touch Technologies Pvt. Ltd. for Ministry of Statistics and Programme Implementation.

B. "CPI Web Portal to be hosted on NIC Cloud" developed by Computer Centre, Ministry of Statistics and Programme Implementation(MOSPI), Government of India.

2. **Eligibility criteria:** The agencies must fulfill the following pre-qualification conditions:-
- a) The agency must be in the current list of empanelment of CERT-in for IT Security Audit.
 - b) Attested copies of Articles of Association (in case of registered firms), byelaws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the technical bid.

c) The agency must have a GST/Service Tax Registration number and PAN.

d) An undertaking (self-certificate from authorized signatory) that the bidder hasn't been blacklisted by any office of Central/State Government and there has been no litigation with any Government Department on account of Web IT services.

e) The bidder should be registered with the Employees Provident Fund Organisation (EPFO) and the Employees State Insurance Corporation (ESIC) for the last two years, if applicable.

f) An undertaking that the bidder is following the Minimum Wages Act and other directives of the Government as applicable from time to time to its employees.

Document in support of a) to f) should be submitted for consideration of the bid.

Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

g) **Change in Eligibility Criteria, if any :** If there is a change in the status of the bidder on any of the above clauses at any stage during the bid process till the award of the work, the bidder should immediately bring the same to the notice of Data Storage and Dissemination Division, CSO, MOSPI.

The bid document should be page numbered. A page index indicating the above items must be included in the beginning of the bid document.

3. **Key events and important dates:**

Sl.No	Event	Date and Time	Venue	Remark
1	Submission of Bid: last date	By 23.05.2019, up to 17:00 hrs (15 days from date of uploading on CPP)	Conference Hall, Ground Floor, Computer Centre, Ministry of Statistics and Programme Implementation, East Block-10, R.K. Puram, New Dlehi-110066	If declared holiday, then next working day.
2	Opening of Technical	On 24.05.2019 , at	-do-	-do-

	Bids	11:00hrs		
3	Opening of Financial Bid for Technically qualified Bidders	Within 15 days from the opening of the Technical Bid under intimation to the qualified bidder(s).	-do-	-do-

4. Earnest Money Deposit (EMD) amount: The bidder shall furnish, as part of its bid, a bid security (EMD) in the form of bank guarantee/draft/bankers cheque/fixed deposit receipts drawn in favour of "Pay & Accounts Officer, Ministry of Statistics & P.I., New Delhi" for an amount of 5,000/- (Rupees five thousand only) payable at Delhi.

5. Scope of work:

5.1 The Security Auditor(s) are required to perform following broad activities on MoSPI Website and CPI Web Portal:

- Have the audit reports identify the Web Application level vulnerabilities
- Provide solutions and recommendations for remediation of identified vulnerabilities.
- Submit detailed reports (as per the sample proforma enclosed at **Annexure-III** for each iteration (or level) of audit and a final report showing all vulnerabilities as closed.
- Reviewed by a reviewer from within the agency.
- Finally certify the web enabled applications tested as "**Safe for Hosting**" on the NIC Cloud server.
- Responsible for declaring the webs enabled application URL free from known vulnerabilities and issue the Security Audit clearance Certificate.
- Testing URL (Staging URL) along with the Audit clearance certificate and audit report is to be shared with Cyber Security Division of NIC for verification.
- Any other activity concerning security audit related aspects, not essentially covered by work areas outlined as above.

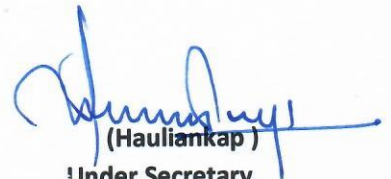
5.2 **Indicative parameters for application security audit** is given at *Annexure-IIA, IIB*. The security audit to be performed on-site for which enough privilege access will be given to the auditing agency by DSDD, MOSPI during the contract period.

6. **General Instructions and terms & Conditions-** Agency will follow the instructions and other terms and conditions as mentioned at *Annexure-I*.

7. **Contents and format of Technical Bid-** Technical Bid strictly as per *Annexure-V* of this bid document. Any reference / mention of the financial quote or price schedule in the Technical Bid shall be at the Bidder's risk and may result in rejection of the bid.

8. **Content and format of Financial Bid-** Non adherence to the format of the financial bid as specified in *Annexure-VI* of the bid document shall be at the Bidder's risk and may result in rejection of the bid.

9. **NIC Guidelines For Third Party Audit-** Agency may follow the NIC guidelines for Third party Audit as per the details in *Annexure-IV*.



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Under Secretary,
DSDD (including Computer Centre)

General Instructions and other terms and conditions:

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and Under Secretary, Computer Centre, DSDD, MOSPI, hereinafter referred to as "the Client", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Amendment of Bidding Documents

2.1 At any time before the deadline for submission of bids, DSDD, MOSPI may, for any reason, whether at its own initiative or in response to the clarification requested by a bidder, modify the bidding document by amendment.

2.2 All such amendments shall be sent to the bidders through email.

2.3 If required in order to allow the bidders reasonable time to consider the amendment in preparing their bids, DSDD, MOSPI reserves the right to extend the deadline for the submission of bids.

3. Schedule for Task Completion: Third Party Auditor (TPA) will have to complete the audit and submit the final report within 4-7 weeks from the date of award of work.

4. Consortium or Outsourcing

Consortium or outsourcing is not permitted.

5. Rejection of Bid

Any bid not secured in accordance with the provisions of the tender, shall be rejected by the DSDD, MOSPI without any further correspondence, as non-responsive.

6. Discharge of Security Bid of Unsuccessful Bidder

Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days from the date of award of the contract.

7. Discharge of Security Bid of Successful Bidder

The successful Bidder's bid security will be returned subsequent to receipt of the Performance Bank Guarantee from the Bidder pursuant.

8. Forfeiture of Bid Security

The bid security can be forfeited if a Bidder

- o Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- o In case of the successful Bidder, if the Bidder fails to furnish performance bank guarantee in accordance with work order.

9. Period of Validity of Bids:

Bids shall remain valid for 180 days from the date of submission of bids. DSDD, MOSPI holds the rights to reject a bid which is valid for a period shorter than 180 days as non-responsive, without any correspondence.

10. The Bidder should submit its Bid in the prescribed annexed Performa only. If any Bidder fails to submit its Bid in the prescribed manner, the offer shall be summarily rejected.

11. Validation of interlineations in Bid

Any interlineations, erasures or overwriting in Technical Bid (Not allowed in case of Financial Bid) shall be valid only if the person or persons signing the bid have authenticated the same with signature.

12. Submission of Bids:

The bids should be enclosed in envelopes as per the following:

- o **Sealed Envelope A (Original):** This envelop should contain the original copy of bids and should clearly provide the contents of the envelope. The envelope should also be super scribed as "**Original Copy**". This would contain the following envelopes:
- o **Sealed Envelope A.1.:** containing original copy of the Technical Bid along with the EMD. The envelope should be super scribed as "**Original Copy: Technical Bid**".

- o **Sealed Envelope A.2.:** containing original copy of the Financial Bid. The envelop should be super scribed as "**Original Copy: Financial Bid - Do not open with Technical Bid**".

The envelope should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

13. Mailing Address for Bids

Every envelope should be addressed to Under Secretary, Computer Centre, DSDD, MOSPI, and containing the address, telephone number(s) of the Agency.

**The Under Secretary
DSDD including Computer Centre,
Ministry of Statistics and Programme Implementation,
East Block-10, R.K. Puram,
New Delhi-110066**

14. Responsibility of DSDD, MOSPI

If the outer envelope is not sealed and marked as required by the tender document, DSDD, MOSPI will assume no responsibility for the bid's misplacement or premature opening.

15. Rejection of Bid

The Bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or email shall not be entertained. Any condition put forth by the bidder non- conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

16. Deadline for Submission of Bids

16.1. Last date for Submission

The Bids (Technical and Financial) must be received by DSDD, MOSPI at the address specified in the tender, on or before 23.05.2019, 17:00 hrs. In the event of the specified date for the submission of Bids being declared a holiday for DSDD, MOSPI, the Bids will be received up to the appointed time on the next working day.

16.2. Extension for Last date for Submission

DSDD, MOSPI may at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of DSDD, MOSPI and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

16.3. Late Bids

Any bid received by DSDD, MOSPI after the deadline for submission of bids prescribed by DSDD will be summarily rejected and returned “unopened” to the Bidder. DSDD, MOSPI shall not be responsible for any postal delay or non-receipt / non- delivery of the documents. No further correspondence on this subject shall be entertained.

17. Bid Opening and Evaluation of Bids

17.1 Opening of Bids

DSDD, MOSPI will open all Technical Bids in the presence of the Bidders' representatives who desires to attend the Technical Bid opening at 11:00 hrs on 24.05.2019 in the **Conference Hall, DSDD including Computer Centre, Ministry of Statistics and Programme Implementation, East Block -10, R.K. Puram, Ground Floor, New Delhi-110066**. The Bidder's representatives, who are present, shall sign a register evidencing their attendance. Technical Bids will be opened and evaluated in detail.

17.2. Opening of Financial Bids

Only those Technical Bids which are complete and comply with the Eligibility criteria will be eligible for Financial Bid evaluation.

17.3. Rectification of Errors

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security would be forfeited.

18. Evaluation and Comparison of Bids

18.1. Stages of Evaluation

The evaluation of the proposals will be carried out in two stages:

18.1.1. Technical Bid Evaluation: In the first stage only the Technical Bids would be evaluated and it will be determined as to whether the bid is complete and meets all the eligibility criteria. Bids not conforming to any of the Eligibility criteria shall be out rightly rejected.

Evaluation of Technical Bids by DSDD, MOSPI shall not be questioned by any of the Bidders. DSDD, MOSPI may ask Bidder(s) for additional information to verify claims made in Technical Bid documentation, at any point of time before opening of the Financial Proposal.

18.1.2. Financial Bids Evaluation:

Only those Technical Bids that are complete and comply with the Eligibility criteria would be eligible for Financial Bid evaluation. The evaluation of the Financial Bids shall be accordance with the total price quoted in this bid document. **The bid with the lowest Total price i.e. L1, shall be awarded the project for this tender.**

Note: Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid.

18.2. DSDD's right to accept any Bid and to reject any Bid or all Bids

DSDD, MOSPI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the contract is awarded, without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

19. Notification of Award

19.1. Notification to Bidder

Before the expiry of the period of validity of the proposal, DSDD, MOSPI shall notify the successful Bidder in writing by registered letter or by email or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will enter into agreement within specified time.

19.2. Expenses for the Contract

The incidental expenses of execution of agreement /contract, if any, shall be borne by the successful bidder.

19.3. Failure to abide by the Agreement

The conditions stipulated in the work order shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of DSDD, MOSPI to impose penalties as specified in the Bidding document and the agreement.

20. Performance Security

- i. The successful bidder shall at his own expense deposit with MOSPI, an unconditional and irrevocable Performance Security from a Commercial Bank, in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed Deposit drawn in favour of "Pay & Accounts Officer, Ministry of Statistics & P.I., New Delhi" payable at Delhi, for the due performance and fulfilment of the contract by the bidder.
- ii. The performance security shall be denominated in Indian Rupees only.
- iii. This Performance Security will be for an amount equivalent to 10% of the bid value. All charges whatsoever such as premium; commission etc. with respect to the Performance Security shall be borne by the Bidder.
- iv. The performance security shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the TPA.
- v. The Performance Security may be discharged/ returned by DSDD, MOSPI upon being satisfied that there has been due performance of the obligations of the

Bidder under the contract. However, no interest shall be payable on the Performance Security.

- vi. In the event of the bidder being unable to service the contract for whatever reason, the DSDD, MOSPI would evoke the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the Performance Security shall be payable to the DSDD, MOSPI as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. DSDD, MOSPI shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- vii. DSDD, MOSPI shall also be entitled to make recoveries from the Bidder's bills, performance security, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

21. Payment Terms: On successful completion of the work, 100% payment would be released, subject to mandatory deduction e.g. TDS etc.

Note:

- i. The payments to be made to the TPA shall be subject to the performance of the TPA as per terms & conditions of the tender /work order.
- ii. The invoices towards the services rendered by the TPA shall be submitted to DSDD, MOSPI .
- iii. The Ministry shall release the payments after checking the invoices as per agreement subject to satisfactory performance of the TPA.
- iv. All taxes, duties etc. as applicable, shall be payable by the TPA. In case of change or revision of service tax by Government of India, the payment will be made as applicable. The documentary evidences for payment of service tax will be submitted by the bidder.
- v. Mandatory taxes/duties etc. as applicable shall be deducted by DSDD, MOSPI.

- vi. The payment would be made only for the web application security audit activity conducted by the TPA. The cost of work covers revalidation report valid upto 3 reports by TPA.

Termination of Contract

22. Termination for Default

DSDD, MOSPI may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

- i. The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the DSDD, MOSPI.
- ii. The qualified Bidder fails to perform any other obligation(s) under the contract.

However, the disputes if any, may be referred to Arbitration as per the provision of the Tender Document.

23. Termination for Insolvency, Dissolution etc.

DSDD, MOSPI may at any time terminate the contract by giving written notice to the qualified Bidder without compensation to the qualified Bidder, if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the MOSPI.

24. Termination for Convenience

DSDD, MOSPI reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

25. No Claim Certificate

The qualified Bidder shall not, be entitled to make any claim, whatsoever, against DSDD, MOSPI under or by virtue of or arising out of this contract nor shall the MOSPI entertain or consider any such claim after Bidder shall have signed a "no claim"

certificate in favour of MOSPI in such forms as shall be required by DSDD, MOSPI after the works are finally accepted.

26. Intellectual Property Rights

- i. DSDD, MOSPI shall own and have a right in perpetuity to use all Intellectual Property Rights, which have arisen out of or in connection with the implementation of this Contract.
- ii. The TPA shall ensure that while it uses any software, hardware, processes or material in the course of performing the services, it does not infringe the Intellectual Property Rights of any person and the TPA shall keep the MOSPI indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the TPA during the course of performance of the Services.
- iii. DSDD, MOSPI shall retain all right, title and interest in and to any and all data, entered or generated by the TPA for DSDD, MOSPI pursuant to this agreement and any modifications thereto or works derived there from.

Miscellaneous

27. Standards

The services to be rendered under this contract shall conform to the latest authoritative standards as laid down by the competent institution governing that standard.

28. Confidentiality

The Selected Bidder and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or MOSPI's business or operations without the prior written consent of MOSPI.

29. Force Majeure

- i. Notwithstanding the conditions of the Bid, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for

default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DSDD, MOSPI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.

- ii. If a Force Majeure situation arises, the qualified Bidder shall promptly notify the DSDD, MOSPI in writing of such conditions and the cause thereof. Unless otherwise directed by DSDD, MOSPI in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. DSDD, MOSPI may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

30. Arbitration and Jurisdiction

In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by the DSDD, MOSPI on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996), on the designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in New Delhi.

31. Period of contract

Contract period is the period until the agency submits the final report and certificate of audit.

32. Indemnity

- i. The TPA shall execute and furnish a Deed of Indemnity in favour of the DSDD, MOSPI in a form and manner acceptable to the MOSPI, indemnifying the DSDD, MOSPI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered,

arising or incurred inter alia during and after the Contract period out of any negligence or wrongful act or omission by the TPA.

- ii. The indemnity shall be to the extent of 100% in favour of the DSDD, MOSPI.

Annexure:-IIA

Name of the Auditor Organization Name/Logo with complete address		
Web Application Audit		
S. No.	Parameters	Description
1	Web Application Name & URL (if possible dummy username/password)	The Domain name www.mospi.gov.in is registered with NIC. The URL (IP Address) of the machine will be provided by the Computer Centre, MOSPI at the time of Audit.
2	Operating System Details (i.e. Windows Server 2012)	Red Hat Enterprise Linux 6 (64-bit)
3	Application Server with Version	Apache 2.x with PHP 5.3+
4	Front-end Tool	Drupal 7.x – PHP 5.3+ PHP – GD Library, bcmath module, mbstring, libxml, PDO Mysql, Mysqli, mcrypt module, curl, mail, XML, soap, Apache mod_rewrite must be enabled.
5	Back-end Database	MySQL 5.6
6	Authorization no. of roles & types of privileges for the different roles	1 login through web browser – Administrator having all privileges.
7	Whether the site contains any content management module (CMS) (If yes, then which?)	Yes, Drupal 7.x
8	Number of forms & input fields	Form – 1, Eight (08) variables in Feedback form.
9	Number of dynamic pages	Website is fully dynamic
10	Number of static pages	No static page
11	No. of login modules	1Module (browser based) – Administrator
12	Does the application provide a file download feature (Yes/ No)	Yes

Annexure-IIB

Name of the Auditor Organization Name/Logo with complete address		
Web Application Audit		
S.No.	Parameters	Description
1	Web Application Name & URL (If possible dummy username/ password)	Consumer Price Index(CPI) Web site. The URL (IP Address) of the machine will be provided by the DSDD, MOSPI.
2	Operating System Details (i.e. Windows Server 2012)	Windows Server 2012
3	Application Server with Version	IIS as included in Windows
4	Front-end Tool [Server side scripts]	ASP.Net having C# scripting language
5	Back-end Database	SQLServer 2014
6	Authorization no. of roles & types of privileges for the different roles	Open to public
7	Whether the site contains any content management module (CMS) (If yes, then which?)	No
8	No. (Approximate) of input forms	Over 36
9	Number of input fields	1040 plus
10	No. of login modules	None
11	Does the application provide a download feature (Yes/No)?	Yes
12	Number of dynamic pages	Over 36
13	Number of static pages	5

Annexure-III

Sample Report Format for Security Audit of MoSPI Website hosted on NIC Cloud and CPI Web Portal to be hosted on NIC Cloud

Audit Conducted for (Name of Auditee Organisation):

Audit Conducted by (Contact person details with email and

mobile): Report Submitted on (Date):

Test duration: From (Date)-----To (Date)-----

URL/IP addresses of the Web Application:

Report Reviewed by:

Report Handed over to (Name and contact details of person from Auditee Organization):

I. Executive summary:

Section-I

<Overview of scope, audit methodologies, tools used, observations, etc.>

Section-II

List of vulnerable points

<Separate table for each IP tested>

IP Address with URL< Description of machine (IP/OS/service running)>

S. No.	Vulnerable point/Location	Vulnerability	Mean of identification manually/Tool (if Tool mention the name)	Comments/re view of flaw

II Vulnerability Assessment:

Section-!

< Separate section for each IP>

IP with URL: <details of machine IP/OS/services>

<for each vulnerable point>

Vulnerable point: 1/2/3...../n

- a. Vulnerable Point:
- b. Name of Vulnerability:
- c. Steps of verification of vulnerability (Proof of concept) with screenshots:

Section-II <if penetration testing is in scope>

<for each penetration>

Penetration-I/II/III/IV:

Machine Details: <IPIURLIOS/ Service>

Vulnerabilities used for exploitation:

Proof of concept with screen shots: <Step by Step- detail description of Penetration>

Details of Team engaged for Audit:

S.no.	Name	Email and phone	Qualification and certification

Extracts of NIC Guidelines for Third Party Audit

1.0 Guidelines

- a. A black box approach of application security audit based on OWASP or other standard is to be adopted for the purpose audit. This may be combined with source code review.
 - b. Security audits are to be conducted in iterative cycles (may be called a level) of testing and code correction till identified safe for hosting.
 - c. In certain cases audit is conducted on a third party URL or on user system. In addition, the auditor, stating that CD contents have been audited, makes the audited contents available on CD in sealed cover to Auditee Organisation.
 - d. The Test URL where the test was done as well as the Production URL where the site will be hosted is to be mentioned clearly in the certificate.
2. The Audit certificate should be complete as to state the permissions on file system/site level required for hosting the site and application.
- a. Permission includes Read, Execute, and Write etc.
 - b. If any other permission is to be given then this also must be clearly stated.
 - c. The certificate to state what permission is to be given at the folder or site level and not to individual files.
 - d. Care to be taken that combined write+ execute permission is not given on any folder/site.
 - e. If there is a requirement in the application for file uploads/ or writing to folders/files, then the absolute URL of the hosting folder needs to be specified along with the permission required.
 - f. In addition, the permission requirement for the rest of the site also needs to be stated. Care should be taken to see that no folder gets a combination of Write + Execute permission.
 - g. Preferably, segregation of dynamic pages or applications into separate folders under a site comprising of static information is to be considered.

Note : Refer Execute Permission in Appendix - A

2. The report to mention about the nature of the site: viz: static or dynamic i.e. site with applications.
 - a. If the site is host to Applications with closed user group access, then this is to be stated.
 - b. If the site/application is open for generic visitors, then this is to be stated.
 - c. Kind of authentication used such as Basic or Form Based or certificate based is to be stated
 - d. If the site is host to web based Content Management module as part of the site then this is to be stated.
 - e. The sites as in c. above are to be recommended for SSL deployment for the folder hosting the Closed User Group (CUG) application. This is to be done after segregating the CUG application to a separate folder.
 - f. If the site is host to an administration module for administering tender, announcement, auction etc. then this also is to be stated.
3. Non-functional links are to be tested after restoring functionality instead of just being reported as observations on non-functional URLs.
4. Care to be taken in recommending Execute permission for sites. If the applications have not been tested due to non-function and execute permission is recommended, the forms will be subsequently made functional. Therefore, will mean that applications with vulnerabilities go into production.
5. Clarifications regarding audit report or security certificate or information in the certificate found insufficient to host the site will be sought from the Auditor. If required, a revised document may be sought.

This is to be stated clearly along with the production URL and Staging URL address. The certificate should state clearly as to that, the site is free from application vulnerabilities as per OWASP or any standard prescribed from the competent agency and is safe for hosting.

Appendix-A

Execute Permission:

The term Execute permission means that a script or application be allowed to execute

within the resource context of the host environment.

- h. Ex: An .asp script file hosted in an IIS environment may be given read and Script or Execute access at the site/virtual directory level in addition to Read permission at the file system level.
- i. Whereas a .php script file may be given read access in an Apache web server host environment.
- j. These permissions may be determined with the help of the developer of the site.
- k. Special care to be taken in case of modules facilitating File upload. Check should be done that a file once uploaded does not execute with in the resource context of the site/folder. Combination of Write + Execute not to be given.

Contents and Format of Technical Bid:

In preparing the Technical Proposal, Bidders are expected to examine this Bid document in detail. The proposal should cover all the aspects of the scope of work. Any bid not found responsive with this Bid document shall be rejected. Material deficiencies in providing the information requested may also result in rejection of the Proposal.

PART 1: FORMAT FOR COVER LETTER

[On the letterhead of the organization]

To

**The Under Secretary,
DSDD including Computer Centre,
M/o Statistics and Programme Implementation,
East Block-10, R.K. Puram,
New Delhi-110066**

Sub: Technical Bid for "Appointment of a Third Party Auditor (TPA) for conducting Security Audit of MoSPI Website hosted on NIC Cloud and CPI Web Portal to be hosted on NIC Cloud ".

Dear Sir,

1. Having examined the Bid document, we, the undersigned, in conformity with the said bid document, offer to provide the said services on terms of reference of work order for the sum indicated as per financial bid.
2. We have read the provisions of the Bid document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We undertake, if our proposal is accepted, to provide the services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from DSDD, MOSPI.

4. We agree to abide by this proposal for the period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We agree to execute an agreement in the form to be communicated by DSDD, MOSPI, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.
6. This proposal together with your written acceptance thereof shall constitute a binding contract agreement.
7. As security for the due performance of the undertaking and obligation of the bid we submit herewith _____, in favour of "Pay and Accounts Officer, Ministry of Statistics & P.I., New Delhi" for an amount of 5000/- (Rupees Five thousand only) payable at Delhi.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in the eligibility criteria status till the date of award of contract to the successful bidder, it is our responsibility to inform DSDD, MOSPI of the changed status at the earliest.

We further clearly understand that DSDD, MOSPI is not obliged to inform us of the reasons of rejection of our bid.

Dated this day of _____yyyy

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Part 2: BID PARTICULARS

1. Name of the Agency:

2. Address of the Agency:

3. Telephone Nos.: Fax:

E-mail:

4. CERT-in empanelment No., Date, Validity: Amendment,

Extension (if any) No., Date, and Validity:

5. Total Experience in IT Security audit, if so, two work details may be enclosed:

6. GST/Service Tax Registration No:

7. PAN No.:

Place:

Date:

Authorized Signatory:

Name:

Mobile:

E-mail:

Company Seal:

Format of Financial Bid**Table: Format for providing financial quote for " Security Audit of MoSPI Website hosted on NIC Cloud and CPI Web Portal to be hosted on NIC Cloud "**

S. No.	Category / Item	Cost in INR (Indian Rupees)
1	Application Security Audit of conducting Website Security Audit of MOSPI and CPI Web Portal.	
2	Taxes:	
<i>a</i>	<i>Service Tax (if applicable)</i>	
<i>b</i>	<i>VAT (if applicable)</i>	
<i>c</i>	<i>Any other taxes (if applicable)</i>	
	Sub Total Cost on account of taxes [i.e. sum of 2a, 2b & 2c]	
Total rate / quote inclusive of taxes (in figure)		
Total rate / quote inclusive of taxes (in words)		

Key considerations on the financial format provided above:

- Total rate / quote inclusive of taxes will be considered for Financial Bid evaluation.
- The prices or the rates quoted above should include all charges incurred by the Agency for providing the services as mentioned in this bid document.
- All the prices should be inclusive of all taxes and duties as applicable, which should be clearly specified in terms of percentage and amount, failing which these are not payable extra.
- No deviations will be accepted from the Annexure -- Financial Format, by the DSDD, MOSPI.
- The above rates shall be fixed and remain valid for the entire contract duration and extensions thereof if provided by DSDD, MOSPI. However any change in taxes or levies structure by the Government of India will be applicable at the time of billing. In case of change or revision of service tax by Government of India, the payment will be made as

applicable. The documentary evidences for payment of service tax will be submitted by the bidder.

- Conditional rates /quotes will not be accepted and may lead to rejection of the bid.
- Year here refers to the contract year and not the calendar year.
- The payment would be made only for the application security audit activity conducted by the TPA and for the revalidation report valid upto 3 reports by the TPA.
- Copy of service Tax Registration, if so, may be enclosed.
- Copy of VAT registration should be enclosed.

Signature of the Bidder _____
Business Address _____
Date: _____
Place: _____