
 <b>Government eProcurement System</b>		<b>eProcurement System Government of India</b>	
<b>Tender Details</b>			
			Date : 26-Dec-2022 03:27 PM
 <a href="#">Print</a>			
<b>Basic Details</b>			
<b>Organisation Chain</b>	Ministry of Statistics and Programme Implementation  Department of Statistics and Programme Implementation,MOSPI  Administration,MOSPI		
<b>Tender Reference Number</b>	C-55/2011-MPLADS(PT.)		
<b>Tender ID</b>	2022_MOSPI_731103_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Lump-sum
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>	
<b>Offline</b>	<b>S.No</b>	<b>Instrument Type</b>	
	1	Bank Guarantee	
	2	Demand Draft	
	3	FDR	
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
1	Fee/PreQual/Technical	.pdf	Tender for Application Security Audit by Third Party Auditor TPA.
		.pdf	Tender for Application Security Audit by Third Party Auditor
2	Finance	.xls	Tender for Application Security Audit by Third Party Auditor
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>			
<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		
<b>EMD Fee Details</b>			
<b>EMD Amount in ₹</b>	5,000	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	PAO Ministry of Statistics and PI Delhi	<b>EMD Payable At</b>	Delhi
<a href="#">Click to view modification history</a>			
<b>Work /Item(s)</b>			
<b>Title</b>	Tender for Application Security Audit by Third Party Auditor		
<b>Work Description</b>	Tender for Application Security Audit by Third Party Auditor		
	As per tender documents		

<b>Pre Qualification Details</b>					
<b>Independent External Monitor/Remarks</b>	BID evaluated by TEC				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	1,50,000	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	Application Security Audit
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work (Days)</b>	30
<b>Location</b>	K L Bhawan Janpath New Delhi	<b>Pincode</b>	110001	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	K L Bhawan Janpath New Delhi
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	26-Dec-2022 05:00 PM	<b>Bid Opening Date</b>	13-Jan-2023 04:00 PM
<b>Document Download / Sale Start Date</b>	26-Dec-2022 05:05 PM	<b>Document Download / Sale End Date</b>	12-Jan-2023 03:00 PM
<b>Clarification Start Date</b>	26-Dec-2022 05:05 PM	<b>Clarification End Date</b>	12-Jan-2023 09:00 AM
<b>Bid Submission Start Date</b>	26-Dec-2022 05:10 PM	<b>Bid Submission End Date</b>	12-Jan-2023 03:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	Application Security Audit of MPLADS portal	370.63

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	Tenderdocumentforsecurityaudit.pdf	Application Security Audit of MPLADS portal	8123.18

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	ranjan.rohit88@gov.in	Rohit Ranjan	ROHIT RANJAN
2.	kaushalendrakumar.mishra90@gov.in	Kaushlendra Kumar Mishra	KAUSHLENDRA KUMAR MISHRA
3.	nitin.ranjan@gov.in	Nitin Ranjan	NITIN RANJAN

**GeMARPTS Details**

<b>Reason for non availability of GeMARPTS ID</b>	Urgent nature of Procurement
<b>Remarks</b>	Documents is attached
<b>Document Name</b>	Notavailabilitysecurity.pdf
<b>Document Size (in KB)</b>	478.04

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
	NIL	BoQ Compative chart decimal places	2

BoQ Comparative Chart model			
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No
<b><u>Tender Inviting Authority</u></b>			
<b>Name</b>	Hauliankap Suantah		
<b>Address</b>	K L Bhawan Janpath New Delhi		
<b><u>Tender Creator Details</u></b>			
<b>Created By</b>	Nitin Ranjan		
<b>Designation</b>	SSO		
<b>Created Date</b>	23-Dec-2022 02:34 PM		

C-55/2011-MPLADS(PT.)  
Govt. of India  
Ministry of Statistics and PI  
(MPLADS Division)

Room No. 614, 6<sup>th</sup> Floor,  
K. L. Bhawan, Janpath-01  
Date 26.12.2022

## NOTICE INVITING TENDER

**Subject:- Tender for “Application Security Audit” by Third Party Auditor (TPA).**

The Ministry of Statistics and Programme Implementation invite tenders (under two bids system-technical and financial bids) only from CERT-IN empanelled Agencies for “**Application Security Audit**” by **Third party Auditor (TPA)** for the integrated MPLADS Portal developed by NIC for MPLADS Division, Ministry of Statistics & Programme Implementation.

2. **Eligibility Criteria:** The agencies must fulfill the following pre-qualification conditions :-

- a. The agency must be in the current empanelment of CERT-IN for IT Security Audit.
- b. The agency must have a GST Registration number of IT services.
- c. 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 IT services.
- d. The bidder should be registered with the Employees Provident Fund Organization (EPFO) and the Employee State Insurance Corporation (ESIC) for the last two years. If applicable.
- e. An undertaking that the bidder is following the minimum wages act and other directives of the Government as applicable for its employees from time to time.

(Documents in support of above conditions a) to e) should be submitted for consideration of the bid.

- f. Attested copies of Articles of Association (in case of registered firms) by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership time) should along with the technical bid.



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

**The bid document should be page numbered, An Index page indicating the above items (a) to (f) must be included in the beginning of the bid document.**

**g. Change in Eligibility Criteria**

If there is a change in the Status of the bidder on any of the above clauses at any stage during the bid process until the award of the work, the bidder should immediately bring the same to the notice of MPLADS, MoS&PI.

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

<b>Sl. No.</b>	<b>Event</b>	<b>Date and Time</b>	<b>Venue</b>
1	Start date i.e. floating of RFP	26.12.2022	In the office of the Under Secretary, (MPLADS Division), Room no. 614, M/o Statistics & PI, 6 <sup>th</sup> Floor, K. L. Bhawan, Janpath-0, New Delhi E-mail: mplads@nic.in
2.	Last date of Submission of Bids	12.01.2023 15.00 Hrs.	
3.	Opening of Technical bids	13.01.2023 15.30 Hrs.	
5.	Opening of financial bid for technical qualified bidders.	To be intimated separately.	

**4. Estimated cost of the Bid – Rupees One Lakh fifty thousands only.**

**5. 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 PAO, Ministry of Statistics & PI, Delhi for an amount of Rs. 5000/- (Rupees five thousands only) payable at Delhi.

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

7. **Scope of work:**

**7.1 The Security Auditors will perform the following broad activities:**

- Have the audit reports identify the Web application level vulnerabilities.
- Provide recommendations for remediation of identified vulnerabilities.
- Submit detailed reports (as per the sample proforma enclosed at Annexure – II) 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 we enabled applications tested as “Safe for Hosting”.
- Responsible for declaring the web enabled application URL free from known vulnerabilities and issue the Security Audit Clearance Certificate.
- Testing URL (Stating 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 area outlined as above.

**7.2 Indicative parameters for application security audit** is at Annexure – III. The security audit can be performed on-site on the local server for which privilege access will be given to the auditing agency by MPLADS, MoS&PI.

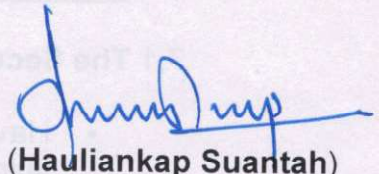
*\*The Units registered under Single Point Registration of NSICare eligible to get the exemption from payment of Earnest Money Deposit (EMD) in accordance with the benefits provided under “Public Procurement Policy of Micro & Small Enterprises (MSME) as notified by the Government of India, Ministry of MSME, New Delhi vide Gazette Notification dated 23.03.2012.*

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

9. **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.

10. **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.

Encl. :- As above



(Hauliankap Suantah)

Under Secretatry to the Govt. of India



**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, MPLADS, 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, MPLADS, 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, MPLADS, MoSPI reserves the right to extend the deadline for the submission of bids.

**3. Schedule for Task Completion:** TPA will have to complete the audit and submit the final report within 30 days from the date of award of work, which can be extendable with the recommendation of NIC (MoS&PI) by the Ministry.

**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 MPLADS, MoSPI, without any further correspondence, as non-responsive.

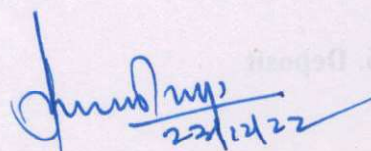
**6. Discharge of Security Bid of Unsuccessful Bidder:** Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days from the date of award of the contract.

**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 the Bid Security:** The bid security can be forfeited if a bidder

a) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid from or

b) In case of the successful bidder, if the Bidder fails to furnish performance bank guarantee in accordance with work order.

Handwritten signature and date: 22/12/22



- 9. Period of Validity of Bids:** Bids shall remain valid for 60 days from the date of submission of bids. MPLADS, MoSPI, holds the right to reject a bid which is valid for a period shorter than 90 days as non-responsive, without any correspondence.
- 10.** The Bidder should submit his bid in the prescribed annexed Performa only. If any Bidder fails to submit his/her 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:

- a) **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:
- b) **Sealed Envelope A.1:** Containing original copy of the Technical Bid along with the EMD of **Rs. Five Thousand**. The envelope should be super scribed as "Original copy: Technical Bid".
- c) **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(MPLADS) and containing address, telephone number (s) of the agency.

**The Under Secretary**

MPLADS,

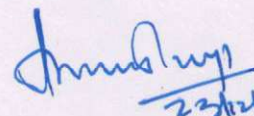
M/o Stattisitics and Programme Implementation,

Room No. 426, 4<sup>th</sup> Floor, K L Bhawan,

Janpath, New Delhi-110001

- 14. Responsibility of MoSPI:** If the outer envelope is not sealed and marked as required by the tender Document. MPLADS 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. Deposit**

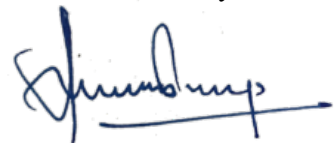
  
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## **17. Deadline for Submission of Bids:**

- 17.1 Last date for submission:** The Bids (Technical and Financial) must be received by MPLADS at the address specified in the tender, on or before **12<sup>th</sup> January, 2023 up to 3.00 PM**. In the event of the specified date for the submission of Bids being declared a holiday for MPLADS, the bids will be received up to the appointed time on the next working day.
- 17.2 Extension for Last date for Submission:** MPLADS may, at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of MPLADS and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.
- 17.3 Late Bids:** Any bid received by MPLADS after the deadline for submission of bids prescribed by MPLADS, will be summarily rejected and returned unopened to the Bidder. MPLADS shall not be responsible for any postal delay or non-receipt/non-deliver of the documents. No further correspondence on this subject will be entertained.

## **18. Bid Opening and Evaluation of Bids:**

- 18.1 Opening of Bids:** MPLADS will open all Technical Bids in the presence of Bidders' representatives who desires to attend the Technical Bid opening at **3:30 PM on 13<sup>th</sup> January, 2023** in the **office of Under Secretary (MPLADS), MoSPI**. The Bidder's representative who is present shall sign a register evidencing their attendance. Technical Bids will be opened and evaluated in detail.
- 18.2 Opening of Financial Bids:** Only those Technical Bids, which are complete and comply with the Eligibility criteria, will be eligible for Financial Bid evaluation.
- 18.3 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.





## 19. Evaluation and Comparison of Bids:

**19.1 Stages of Evaluation:** The evaluation of the proposals will be carried out in two stages:

**19.1.1 Technical Bid Evaluation:** In the first stage, only in 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 MPLADS Division shall not be questioned by any of the Bidders. MPLADS Division 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.

**19.1.2 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 L1, shall be awarded the project for this tender.**

**19.2 MPLADS right to accept any Bid and to reject any Bid or all Bids:**

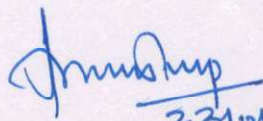
MPLADS reserves the right to accept or reject any bid, and to null the bidding process and reject all bids at any time before the contract is awarded, without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

## 20. Notification of Award:

**20.1 Notification to Bidder:** Before the expiry of the period of validity of the proposal, MPLADS 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.

**20.2 Expenses for the contract:** The incidental expenses of execution of agreement/contract, if any, shall be borne by the successful bidder.

**20.3 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 MPLADS, MoSPI to impose penalties as specified in the Bidding document and the agreement.

  
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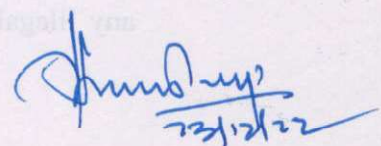
## 21. Performance security:

- The successful bidder shall at its own expense deposit with MPLADS Division 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 & PI, New Delhi" payable at Delhi, for the due performance and fulfilment of the contract by the bidder.
- The Performance Security shall be denominated in Indian Rupees only.
- 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.
- The Performance Security shall be valid for a period of 90 days beyond the date of completion of all contractual obligations of the TPA.
- The Performance Security may be discharged /returned by 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.
- In the event of the bidder being unable to service the contract for whatever reason, the 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 MoSPI as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. 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.
- 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, misconception or misstatement.

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

### Note:

- 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.
- The invoices towards the services rendered by the TPA shall be submitted to MoSPI.
- MoSPI shall release the payments after checking the invoices as per agreement subject to satisfactory performance of the TPA.
- All taxes, duties etc. as applicable, shall be payable by the TPA. In case of change or revision of any tax/duty by Government of India, the payment will

  
22/12/22



be made as applicable. The documentary evidences for payment of GST will be submitted by the bidder.

- Mandatory taxes/duties etc. as applicable shall be deducted by MoSPI.
- The payment would be made only for the application security audit activity conducted by the TPA. The cost of work covers revalidation report valid up to 3 reports by TPA.

### **Termination of Contract**

**23. Termination of Default:** 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:

- 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 MoSPI.
- The qualified Bidder fails to perform any other obligations(s) under the contract. However, the disputes if any may be referred to Arbitration as per the provision of the Tender Document.

**24. Termination for Insolvency, Dissolution etc:** 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.


**25. Termination for Convenience:** MoSPI reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify, MoSPI's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

**26. No Claim Certificate:** The qualified Bidder shall not, be entitled to make any claim, whatsoever, against 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 MoSPI after the works are finally accepted.

### **Intellectual Property Rights**

#### **27. IPR:**

- 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.
- 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

  
23/12/22



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.

- MoSPI shall retain all right, title and interest in and to any and all data, entered or generated by the TPA for MoSPI pursuant to this agreement and any modifications thereto or works derived their form.

#### **Miscellaneous**

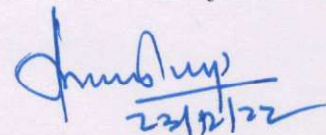
**28. Standards:** The services to be rendered under this contract shall conform to the latest authoritative standards as laid down by the competent institution governing that standard.

**29. 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.

**30. Force Majeure:**

- Notwithstanding the conditions of the Bid, the Bidder shall not 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 MoSPI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the qualified Bidder shall promptly notify the MoSPI in writing of such conditions and the cause thereof. Unless otherwise directed by 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 even. 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.

**31. Arbitration and Jurisdiction:** In the event of any dispute relating the import or meaning of any terms and conditions which could not be solved amicable by the parties, the parties may refer the matter to the Arbitrator to be appointed by the 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.

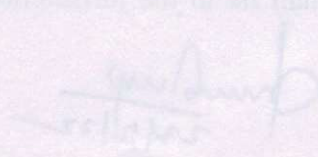
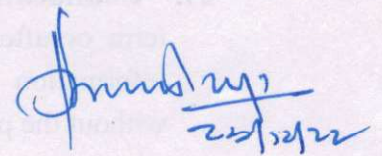
  
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**32. Period of contract:** Contract period is the period until the agency submits the final report and certificate of audit.

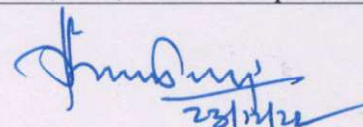
**33. Indemnity:**

- The TPA shall execute and furnish to the MoSPI, a deed of indemnity in favour of the MoSPI in a form and manner acceptable to the MoSPI, indemnifying the 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.
- The indemnity shall be to the extent of 100% in favour of the MoSPI.



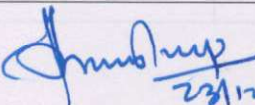


Name of the Auditor Organization Name/Logo with complete address		
MPLADS Portal		
Sl. No.	Parameter	Description
1	Web API Name & URL (If possible dummy username/password)	Production: <a href="https://www.mplads.gov.in">https://www.mplads.gov.in</a> Staging: 164.100.34.59/mplads <b>(role-wise user name/password will be provided during the audit process)</b>
2	Operating System Details (i.e.Windows Server 2012)	Window Server 2008
3	Application Server with Version	IIS Version 7
4	Front-end Tool	ASP.NET 4.0 (.Net Framework 4.0)
5	Back-end Database	SQL SERVER 2012
6	Authorization no. of roles & types of privileges for the different roles.	<b>MP:</b> User with this role can perform the following activities. <ul style="list-style-type: none"><li>• Add, Edit, View and submit Recommendation</li><li>• View work suggested by Citizen/District</li><li>• Recommend a work from the work basket or citizen suggestion</li><li>• Blog</li><li>• Query System</li><li>• View Reports</li></ul> <b>Ministry:</b> User with ministry role can perform the following activities. <ul style="list-style-type: none"><li>• Master Data Creation</li><li>• Master Configuration setting</li><li>• Add, Edit View Members</li><li>• Member's Bank account Addition/Updation/Suspension and approval.</li><li>• Add, Edit View Central Level Agency Details</li><li>• MP with ND Mapping</li><li>• Approve MPR, UC, AC, release request received</li></ul>

  
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		<p>from ND</p> <ul style="list-style-type: none"> <li>• Release GOI funds to ND against each MP</li> <li>• Blog</li> <li>• Query System</li> <li>• View Reports</li> <li>• Data access will be based on the user mapping with the State.</li> </ul> <p><b>State:</b> User with this role performs the following operation in the system:</p> <ul style="list-style-type: none"> <li>• Add, Edit View Central level Agency Details</li> <li>• Receive Administrative Fund from ND</li> <li>• Blog</li> <li>• Query System</li> <li>• View Reports</li> <li>• Data access will be based on the District Mapping with the User</li> </ul> <p><b>District:</b> The user at this level can perform the following activities:</p> <ul style="list-style-type: none"> <li>• View Associated Member Details</li> <li>• Member's Bank account Addition/Updation/Suspension</li> <li>• View Work suggested by Citizen</li> <li>• Manage work basket (ND can create a basket of works suggestive in nature with indicative cost of works)</li> <li>• Add Edit View District level Agency Details</li> <li>• Add Edit View Recommendation</li> <li>• Forward/Hold/Reject Work</li> <li>• Add Admin Approval details of a work</li> <li>• Add Financial Sanction details of a work</li> <li>• Add Expense details of a work</li> <li>• Generate Auto generated MPR</li> <li>• Add. View, Edit Manual MPR</li> <li>• Submit MPR, UC, AC to ministry</li> <li>• Receive GOI funds against each MP</li> <li>• Receive interest and savings from implementing district and agency</li> <li>• Receive Admin fund from ND</li> <li>• Receive calamity fund from ND</li> <li>• Receive Distributed funds for each RS/LS MP</li> <li>• Transfer Distributed funds for each RS/LS MP</li> <li>• Transfer Calamity funds to calamity ND</li> <li>• Transfer Administrative fund to ID, State and self</li> <li>• Blog</li> <li>• Query System</li> <li>• View Reports</li> </ul>
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**Admin:** This role creates and manages masters for the system and configures the users and their roles.

**Speradmin:** This role is CMS based, it manage the contents of the portal like managements of contents, navigation, news, upload of images and files etc.

**Role Matrix:**

The role matrix will list the various stakeholders and functions of the application. The matrix will define the mapping between the function and stakeholders.

Stakeholders Function	Nodal District	Implementing District	MP	State	Ministry
Masters and Mapping	Yes	Yes	No	Yes	Yes
User creation	Yes	Yes	Yes	Yes	Yes
Login	Yes	Yes	Yes	Yes	Yes
Change Password	Yes	Yes	Yes	Yes	Yes
Reset Password	Yes	Yes	Yes	Yes	Yes
View profile	Yes	Yes	Yes	Yes	Yes
Edit profile	Yes	Yes	No	Yes	Yes
Add Recommendation	Yes	No	Yes	No	No
Edit Recommendation	Yes	No	Yes	No	No
Reject Recommended work	Yes	Yes	No	No	No
Hold Recommended Work	Yes	Yes	No	No	No
Forward Recommended work to ID	Yes	No	No	No	No
Add Admin Detail	Yes	Yes	No	No	No
Generate Admin Sanction Letter	Yes	Yes	No	No	No
Add Financial/Tec	Yes	Yes	No	No	No

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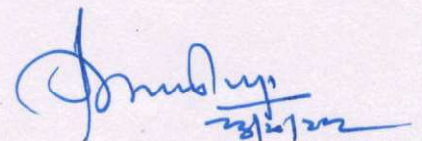


		Technical Sanction Detail						
		Generate Financial/Technical Sanction Letter	Yes	Yes	No	No	No	
		Add Expenditure Detail	No	Yes	No	No	No	
		Generate MPR	Yes	Yes	No	No	No	
		Generate UCs	Yes	Yes	No	No	No	
		Generate CC	Yes	Yes	No	No	No	
		Transfer fund	Yes	Yes	No	No	Yes	
		Receive funds	Yes	Yes	No	Yes	No	
		View Blog	Yes	No	Yes	No	Yes	
		Add Blog	Yes	No	Yes	No	Yes	
		View Member	Yes	Yes	No	No	No	
		View MPR	Yes	Yes	Yes	Yes	Yes	
		Add work basket	Yes	Yes	No	No	No	
		View Work basket	Yes	Yes	Yes	No	No	
		View citizen suggestion	Yes	No	Yes	No	No	
		Manage Review meeting	No	No	No	Yes	No	
7	Whether the site contains any content management module (CMS) (If yes, then which?)	Yes (developed to manage this portal only)						
8	Number of input fields	<b>Login Fields and Constraints:</b>						
		<b>Information</b>	<b>Type</b>	<b>Length</b>	<b>Mandatory (Yes/No/NA)</b>	<b>Editable (Yes/No)</b>	<b>Validation/Remarks</b>	<b>Display Type</b>
		Login ID	Text	40	Yes	Yes	User ID of the user	Textbox
		Pass	Text	16	Text	Text	Pass	Textb

*Handwritten signature*



		word					word of the user	ox
		Verification Code	Text	6	Text	Text	Captcha Code	Textbox
		No of Input fields varies with the roles, types of privileges recommendations made the MP, number of instalments released for a specific work etc. for the different stakeholders.						
9	Number of dynamic pages	377 (approx.)						
10	Number of static pages	329 (approx.)						
11	No. of login modules	2 (Two)  <a href="https://www.mplads.gov.in/mplads/AuthenticatedPages/Users/Login.aspx">https://www.mplads.gov.in/mplads/AuthenticatedPages/Users/Login.aspx</a> (for Stakeholders)  <a href="https://www.mplads.gov.in/mplads/AuthenticatedPages/Users/cms/admin.aspx">https://www.mplads.gov.in/mplads/AuthenticatedPages/Users/cms/admin.aspx</a> (for CMS user-Superadmin)						
12	Does the application provide a file download feature (Yes/ No)	Yes						

  
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**Sample Report Format for Security Audit of MPLADS Portal 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)>

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

  
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II Vulnerability Assessment:

Section-I

< Separate section for each IP>

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

<for each vulnerable point>

Vulnerablepoint:1/2/3 /n

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

Section-II <if penetration testing is in scope>

<for each penetration>

Penetration-I/II/III/IV:

Machine Details: <IP/URL/OS/ Service> Vulnerabilities used for exploitation:

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

Details of Team engaged for Audit:

Sl. No.	Name	Email and phone	Qualification and certification

*[Handwritten Signature]*  
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Sl. No.	Vulnerability	Tool used	Severity

*[Faint Handwritten Signature]*



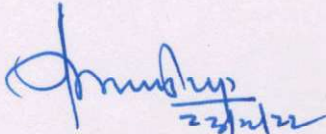
**Extracts of NIC Guidelines for Third Party Audit**

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 of 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 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, Executive 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**

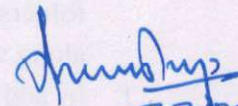
3. The report to mention about the nature of the site: viz: static or dynamic i.e. site with applications.
- a. If the site is host to Applications with closed user group access, then this is to be stated.
  - b. If the site/application is open for generic visitors, then this is to be stated.

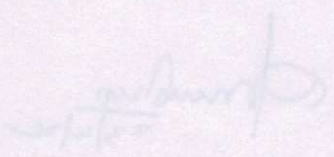
  
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- c. Kind of authentication used such as Basic or Form Based or certificate based is to be stated
  - d. If the site is host to web-based Content Management module as part of the site then this is to be stated.
  - e. The sites as in C. above are to 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.
4. Non-functional links are to be tested after restoring functionality instead of just being reported as observations on non-functional URLs.
  5. 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, this will mean that applications with vulnerabilities go into production.
  6. Clarifications regarding audit report or security certificate or information in the certificate found insufficient to host the site will be sought from Auditor. If required, a revised document may be sought.

This is to be stated clearly along with 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.

  
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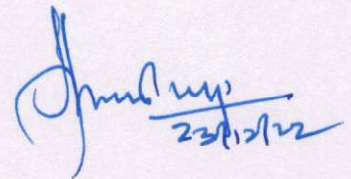




**Execute Permission:**

The term Execute permission means that a script or application is allowed to execute within the resource context of the host environment.

- a. 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.
- b. Whereas a .php script file may be given, read access in an Apache web server host environment.
- c. These permissions may be determined with the help of the developer of the site.
- d. Special care to be taken in case of modules facilitating file uploads. Check should be done that a file once uploaded does not execute within the resource context of the site/folder. Combination of Write + Execute not to be given.

  
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**Annexure: -V**

**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]**

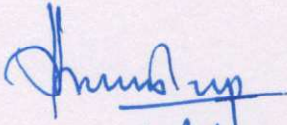
To,

**The Under Secretary(MPLADS)**  
M/o Statistics and Programme Implementation,  
Room No. 426, 4<sup>th</sup> Floor, K L Bhawan,  
Janpath, New Delhi-110001

**Sub: Technical Bid for "Appointment of a Third-Party Auditor (TPA) for MPLADS Portal of MPLAD Division, MoSPI.**

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 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 MoSPI, incorporating all terms and conditions with such agreement to the circumstances of the standard and notification of the acceptance of this proposal.
6. This proposal together with your written acceptance thereof shall constitute a binding contract agreement.

  
2021/12/22



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 & PI, New Delhi" for an amount of **Rs. 15000/- (Rupees Fifteen Thousand Only)** payable at Delhi.

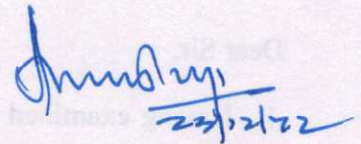
We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in the eligibility criteria status till the date of award of contract to the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

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

Dated this ..... Day of .....2023

Signature  
(Bidder Seal)

.....  
In the capacity of  
Duly authorized to sign bids for and on behalf of:





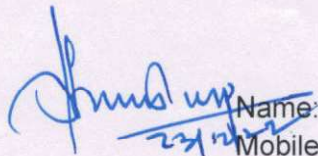
**Annexure-V(A)**

**The information shall be used for technical assessment of the bidder**

(Evaluation based on documents submitted by firm for each item)

1.	Name of Agency/Firm  Address of the Agency: Telephone Nos: Fax: E-mail:	
2.	Year of Inception  Documents required Copy of Registration. PAN Card Detail GST No.	(Documents enclose)
3.	Total cumulative turnover of last three years (in Rs. Crore). (provide supporting documents)	<b>2019-20</b> <b>2020-21</b> <b>2021-22</b>  (Additional may be provided upto 5years, if any)
4.	Details of EMD	
5.	Relevant records/prior work experience in similar works in IT Security Audit	
6.	CERT-in empanelment no., Date, Validity:	

Authorized Signatory:



Name:

Mobile:

E-mail:

Company Seal



**Format of Financial Bid**

**Table: Format for providing financial quote for Security Audit of MPLADS Portal, MoSPI.**

Sl. No.	Category/Item	Cost in INR (Indian Rupees)
1	Security Audit of MPLADS Portal	
2	Taxes:	
a	Tax (if applicable)	
b	GST	
c	SGST	
Total rate/quote inclusive of taxes (in figure)		
Total rate/quote inclusive of taxes (in words)		

Key considerations on the financial format provided above:

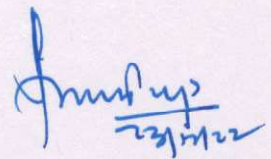
- Total rate/quote inclusive of taxes will be considered for financial bid evaluation.
- The price or the rates quoted above should include all charges incurred by the Agency for providing the services as mentioned in this bid document.
- All the price should be inclusive of all taxes and duties as applicable, 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 MoSPI.
- The above rates shall be fixed and remain valid for the entire contract duration and extensions thereof if provided by MOSPI. However, any change in taxes or levies structure by the Government of India will be applicable at the time of billing. In case change or revision of any tax by Government of India, the payment will be made as applicable. The documentary evidences for payment of GST 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 up to 3 report by the TPA.
- Copy of GST Registration, if so, may be enclosed.

Signature of the Bidder .....

Business Address.....

Date.....

Place .....

  
23/1/22