

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-03-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-03-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Statistics And Programme Implementation
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Sardar Patel Bhawan, Sansad Marg, New Delhi - 110001
Item Category/मद केटेगरी	Cyber Security Audit - CERTIN Empannelled
Contract Period	3 Month(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	150000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail/ईएमडी विवरण

Required	No
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ePBG Detail/ईपीबीजी विवरण

Required	No
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Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Payment Terms: On successful completion of the aforementioned work and submission of Audit Report as per Tender Documents

Scope of Work: [1677835450.pdf](#)

Cyber Security Audit - CERTIN Empanelled (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Audit needed	CERTIN Empanelled
Team Deployment	On-site
Standards against which compliance needed	ISO 22301: Business Continuity Management Systems (BCMS) , ISO 20000: IT Service Management System , ISO 27001: Information Security Management System (ISMS) , CERTIN Empanelled for IT Security Audit
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity to be set as 1	Additional Requirement
1	Nitin Ranjan	110001, East Block-6, R K. Puram, New Delhi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई

का आधार होगा।

---Thank You/धन्यवाद---

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

Room No. 614, 6th Floor,
K. L. Bhawan, Janpath-01
Date 03.03.2023

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 for technical evaluation :-

- 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, PAN, TAN.
- c. An undertaking {self certificate from authorized signatory as on date} 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.
- f. Self 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) must be submitted along with the technical bid.
- g. Self attested certificate must be submitted stating that the firm is not under any insolvency procedure from any boards/banks etc.
- h. Work experience of Minimum 3 years in similar service. Work order/completion certificate for previous 3 years must be submitted.

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(Documents in support of above conditions a) to h) should be submitted for consideration and technical evaluation.

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 (h) must be included in the beginning of the bid document. (Annexure – VII)

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:-** As per term & conditions mentioned in the BID Documents of GEM portal.

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 – 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 we enabled applications tested as “Safe for Hosting”.

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- 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 – II. 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.

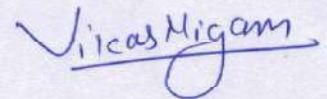
**The Units registered under Single Point Registration of NSIC are eligible to get the exemption from payment of Earnest Money Deposit (EMD) in accordance with the benefits provided under "Public Procurement Policy of Micro & Small Enterprises (MSME) as notified by the Government of India, Ministry of 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, VI and VII 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-VII of the bid document shall be at the Bidder's risk and may result in rejection of the bid.

Encl. :- As above



(Vikas Nigam)
Deputy Director, MPLADS

Annexure:-IGeneral 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 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.

9. 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.

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10. 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.

11. Rejection of Bid: If the submitted BID not received online or received offline/physically will not be considered by the Ministry.

12. Deposit

13. Deadline for Submission of Bids: All Bids should be submitted through GeM portal only.

14. Bid Opening and Evaluation of Bids:

14.1 Opening of Financial Bids:- Only those Technical Bids, which are complete and comply with the Eligibility criteria, will be eligible for Financial Bid evaluation.

15. Rectification of Errors: 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.

16. Evaluation and Comparison of Bids:

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

16.1.1 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.

16.1.2 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.**

16.2 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.

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17. Notification of Award:

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

17.2 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.

18. 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, misconstruction or misstatement.

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

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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 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

20. 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.

21. 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.

22. 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.

23. 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

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24. 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 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

25. 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.

26. 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.

27. 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.

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28. Arbitration and Jurisdiction: In the event of any dispute relating 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 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.

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

30. 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.

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Annexure: -II

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: https://www.mplads.gov.in Staging: 164.100.34.59/mplads (role-wise user name/password will be provided during the audit process)
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.	<p>MP: User with this role can perform the following activities.</p> <ul style="list-style-type: none"> • Add, Edit, View and submit Recommendation • View work suggested by Citizen/District • Recommend a work from the work basket or citizen suggestion • Blog • Query System • View Reports <p>Ministry: User with ministry role can perform the following activities.</p> <ul style="list-style-type: none"> • Master Data Creation • Master Configuration setting • Add, Edit View Members • Member's Bank account Addition/Updation/Suspension and approval. • Add, Edit View Central Level Agency Details • MP with ND Mapping • Approve MPR, UC, AC, release request received

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		<p>from ND</p> <ul style="list-style-type: none"> • Release GOI funds to ND against each MP • Blog • Query System • View Reports • Data access will be based on the user mapping with the State. <p>State: User with this role performs the following operation in the system:</p> <ul style="list-style-type: none"> • Add, Edit View Central level Agency Details • Receive Administrative Fund from ND • Blog • Query System • View Reports • Data access will be based on the District Mapping with the User <p>District: The user at this level can perform the following activities.</p> <ul style="list-style-type: none"> • View Associated Member Details • Member's Bank account Addition/Updation/Suspension • View Work suggested by Citizen • Manage work basket (ND can create a basket of works suggestive in nature with indicative cost of works) • Add Edit View District level Agency Details • Add Edit View Recommendation • Forward/Hold/Reject Work • Add Admin Approval details of a work • Add Financial Sanction details of a work • Add Expense details of a work • Generate Auto generated MPR • Add. View, Edit Manual MPR • Submit MPR, UC, AC to ministry • Receive GOI funds against each MP • Receive interest and savings from implementing district and agency • Receive Admin fund from ND • Receive calamity fund from ND • Receive Distributed funds for each RS/LS MP • Transfer Distributed funds for each RS/LS MP • Transfer Calamity funds to calamity ND • Transfer Administrative fund to ID, State and self • Blog • Query System • View Reports
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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/Tech 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	Login Fields and Constraints:						
		Information	Type	Length	Mandatory (Yes/No/NA)	Editable (Yes/No)	Validations/Remarks	Display Type
		Login ID	Text	40	Yes	Yes	User ID of the user	Text box
		Password	Text	16	Text	Text	Password	Text box

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							of the user	
		Verifi cation Code	Text	6	Text	Text	Captc ha Code	Textb ox
		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) https://www.mplads.gov.in/mplads/AuthenticatedPages/Users/Login.aspx (for Stakeholders) https://www.mplads.gov.in/mplads/AuthenticatedPages/Users/cms/admin.aspx (for CMS user-Superadmin)						
12	Does the application provide a file download feature (Yes/ No)	Yes						

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Annexure: -IIISample 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

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Annexure: -IV**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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Annexure-V**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.

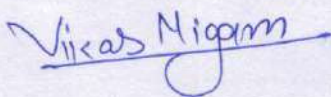
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Index/Annexure: -VI**The information shall be used for technical assessment of the bidder**

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

Sr. No.	Name of Agency/Firm	Relevant documents for Proof	Page no.
a.	Name of Agency/Firm Address of the Agency: Telephone Nos: Fax: E-mail: CERT-in empanelment no., Date, Validity: -	Documents in proof	
b.	Documents required Copy of Registration. PAN Card Detail GST No. TAN	(Documents enclose)	
c.	Status of Blacklisted	Self certificate from authorized signatory	
d.	Status of EPFO and ESIC, if any	Registration detail of EPFO and ESIC	
e.	Status Minimum wages act and other directives of the Govt.	Self certificate from authorized signatory	
f.	Articles of association	Self certificate from authorized signatory	
g.	Insolvency	Self certificate from authorized signatory	
h.	Details of EMD		
i.	Relevant records/prior work experience in similar works in IT Security Audit	Work order/completion certificate for previous 3 years must be submitted	

Authorized Signatory:



Name:
Mobile:
E-mail:
Company Seal

Annexure: -VII**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

Vikas Arigama