



## **Government of India**

**Ministry of Statistics & Programme Implementation**

**Industrial Statistics Wing**

**Data Processing Division**

**National Sample Survey Office**

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## **TENDER DOCUMENT**

**Tender No: IS/CDN/38(1)/Main-web/2017**

**Tender for Application Security Audit by Third Party Auditor for ASI Web Portal**

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## 1 BACKGROUND AND REQUIREMENT

- 1.1 Industrial Statistics Wing (ISW) is an important organization under the Data Processing Division of National Sample Survey Office(NSSO), Ministry of Statistics and Programme Implementation (MOS&PI), Government of India, accomplishing the task of producing principal industrial data of organized manufacturing sector through Annual Survey of industries (ASI). The main responsibility of this wing is to conceive, design, validate and tabulate Annual Survey of Industries (ASI) data, which is the principal source of industrial statistics in India.
- 1.2 ASI Web Portal is the first successful e-governance project of MOS&PI which is developed by ISW under technical guidance from National Informatics Centre (NIC)/National Informatics Centre Services Inc(NICSI).
- 1.3 ASI Web Portal is an online application which is hosted on 24x 7 basis and used by a number of stakeholders like Industrial Statistics Wing, National Sample Survey Office (Field Operations Division), various factory managements etc. selected during a survey across **the whole country**.
- 1.4 ASI is a complicated statistical large scale survey. ASI survey process revolves around a number of steps like Frame preparation, Frame updation, Frame finalization, Sample selection (by suitable statistical techniques), Freezing of samples, Despatching of notices to the selected factories for submission of ASI returns through factory login, scrutiny & validation of data, tracking of work - progress, Management of human resources involved in the survey etc. **The ASI Web Portal has computerized all the above steps.**
- 1.5 In fact, ASI Web Portal has the following key features:
  - a) Distributed data entry at the source with built-in validation, leading to data accuracy and time saving;
  - b) Completely doing away with physical movement of paper schedules from the field offices;
  - c) On-line scrutiny facility at the end of NSSO(FOD) offices at Sub-regional/ Regional/ Zonal/ HQ levels;
  - d) Facility of schedule compilation in online/offline mode.
  - e) On-line transmission of data to ISW and day-to-day monitoring of coverage
  - f) Validation of data in respect of codifications, intra-block and inter-block consistencies in the form, and on-line updations;
  - g) Automated sampling process and online allocation of schedules;
  - h) Centralized database management, administration and maintenance of web-portal;
  - i) On-line dissemination of information/ data/ results by CSO (IS Wing);
  - j) '24X7' availability in a secured environment.
- 1.6 The application is hosted at production servers located at NIC Data Centre, Shastri Park, New Delhi. The staging servers of the application are at DSDD(incl. Computer Centre), R.K. puram, New Delhi.
- 1.7 The project has been made live since 2013. The application has been security audited twice so far in 2013 and 2015.
- 1.8 Following 'Go Live', the application is being maintained through continuous technical support.
- 1.9 This tender is for **Application Security Audit by Third Party Auditor (TPA)** for the ASI Web Portal. *It is a limited tendering enquiry, as it invites bids(two bids mechanism i.e. Technical and Financial) from Cert-In empanelled agencies only.*

2. **Eligibility Criteria:** The agencies must fulfil 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 and PAN.
- 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 Employees 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.

Document in support of a) to e) must 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 firm) should be submitted along with the technical bid.

**Any bid failing to meet any one of the above stated eligibility criteria ((a) to (f)) 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 IS Wing,DPD,NSSO.

**3. Time Line Table:**

Activity	Date	Venue	Remarks
Date of publication on CPP Portal @ <a href="http://https://eprocure.gov.in">http:// https://eprocure.gov.in</a> ; MOSPI Website @ <a href="http://www.mospi.nic.in">www.mospi.nic.in</a> ; ASI Web Portal @ <a href="http://www.csoisw.gov.in">www.csoisw.gov.in</a>	11/05/2018 2:30 PM		If declared holiday, then next working day.
Date of submission of bid through CPP Portal.	11/05/2018 3 PM		-do-
Last date of submission of Bid	04/06/2018 till 3 PM		-do-
Opening of Technical Bids	05/06/2018 at 3 PM	IS Wing, DPD, NSSO, 1, Council House Street Kolkata – 700001.	-do-
Opening of Financial Bids for technical qualified bidders	05/06/2018 (after technical bids evaluation)	IS Wing, DPD, NSSO, 1, Council House Street Kolkata – 700001.	-do-

**4. Estimated cost of the Bid -Rupees One Lakh Only.**

**5. Earnest Money Deposit (EMD)-** The Bidders shall furnish as part of its bid a bid security (EMD) in the form of of 5,000/- (Rs. Five Thousands only), from of Account Payee Demand Draft/Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee from any of the scheduled commercial bank, drawn in favour of Pay and Accounts Officer, Ministry of Statistics and Programme Implementation, Kolkata payable at Kolkata. **Bids received without EMD will be summarily rejected.**

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

**7. Scope of work:**

**6.1** The technologies used in ASI Web Portal, for which security audit is to be conducted by TPA, along-with indicative parameters of ASI Web Portal are attached at *Annexure-II*.

**6.2 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 web 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 (Staging URL) along with the Audit clearance certificate and audit report is to be shared with Cyber Security Division of NIC for verification.
- Any other activity concerning security audit related aspects, not essentially covered by work areas outlined as above.

**6.3** The security audit can be performed on-site on the local server for which privilege access will be given to the auditing agency by NIC/IS Wing.

**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. 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. 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.

**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 IS Wing, DPD,NSSO,MoSPI, hereinafter referred to as “I S Wing”, 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, IS Wing, DPD,NSSO,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, IS Wing, DPD,NSSO,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 18 days from the date of award of work.

**4. Consortium or Outsourcing:** Consortium or Outsourcing is not permitted.

**5. Rejection of Bid:** Any bid not secured in accordance with the provisions of the tender, shall be rejected by IS Wing, DPD,NSSO,MoSPI, without any further correspondence, as non-responsive.

**6. Discharge of EMD of Unsuccessful Bidder:** Unsuccessful Bidder’s EMD 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 EMD of Successful Bidder:** The successful bidder’s EMD will be returned subsequent to receipt of the Performance Security from the Bidder pursuant.

**8. Forfeiture of the EMD:** The bid security can be forfeited if a Bidder

- a) Withdraws the bid during the period of bid validity specified by the Bidder on the Bid form or
- b) In case of the successful bidder, if the Bidder fails to furnish Performance Security in accordance with work order.

**9. Period of Validity of Bids:** Bids shall remain valid for 180 days from the date of submission of bids. IS Wing, DPD, NSSO, MoSPI, holds the right to reject a bid which is valid for a period shorter than 180 days as non-responsive, without any correspondence.

**10.** The Bidder should submit his bid in the prescribed annexed proforma only. If any Bidder fails to submit his Bid in the prescribed manner, the bid 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 Bid Submission**

- a) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. IS Wing will be responsible for any delay due to other issues.
- c) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- e) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with bid submission time. Otherwise the uploaded bid will be rejected.
- f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- k) All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. No request will be considered for price revision during the contract period.
- l) Tender documents should be downloaded from Central Public Procurement Portal(CPPP) <http://eprocure.gov.in/eprocure>.
- m) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document on the website <http://eprocure.gov.in/eprocure>.

- n) Tenders and supporting documents should be uploaded online.
- o) Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure>.
- p) Hard copies of technical bids, submitted through CPP portal along with related documents and EMD may be sent by hand or post in sealed cover as per following:
- 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 “**Bid for Security Audit by Third Party Auditor for ASI Web Portal**”. This would contain the following envelopes:
  - Sealed Envelope A.1:** Containing original copy of the Technical Bid along with the EMD. The envelope should be super scribed as “**Technical Bid**”.
  - Sealed Envelope A.2:** Containing original copy of the financial bid. The envelop should be super scribed as “**Financial 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”.

- q) For any query related to the tender document, please contact the following:

**Deputy Director**  
**Industrial Statistics Wing,**  
**Data Processing Division,**  
1, Council House Street,  
Kolkata - 700001, INDIA  
Tel: 033-22625084 Email: [web-csoisw@nic.in](mailto:web-csoisw@nic.in)

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contract no. for the helpdesk is 1800 3070 2232.

### 13 Bid Composition:

**Online Bids received on CPP Portal <http://eprocure.gov.in/eprocure/app> on or before due date are to be considered only.** The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those bidders shall be opened who are technically qualified. The qualified bidders shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids. Bids should compose of the following:

- a) Earnest Money Deposit (EMD) :
- The Bidders shall furnish EMD of 5,000/- (Rs. Five Thousands only), from a scheduled commercial bank, drawn in favour of Pay and Accounts Officer, MoSPI, Kolkata payable at Kolkata. **Bids received without EMD will be summarily rejected.**
  - The EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the scheduled commercial banks in an acceptable form. EMD is to be obtained from the bidders except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. Supporting documents must be attached for exemption in the EMD. To avail EMD exemption, firms must provide NSIC registration certificate valid as on date of opening of bids. No request for exemption will be considered without valid NSIC registration certificate. **Bids submitted claiming EMD exemption but not accompanied with supporting documents will be summarily rejected.**



- b) Technical Bid: Documents as per the eligibility criteria and Technical Bid (**Annexure-V**) shall be submitted. Each page should be numbered and be indicated using an index page.
- c) Financial Bid (**Annexure-VI**)

**12. Mailing Address for Bids:** Every envelope should be addressed to following address:

Under Secretary  
Industrial Statistics Wing,  
Data Processing Division,  
National Sample Survey Office,  
1, Council House Street,  
Kolkata - 700001, INDIA

- 13. Responsibility of IS Wing:** If the outer envelope is not sealed and marked as required by the Tender Document. IS Wing, DPD, MoSPI will assume no responsibility for the bid's misplacement or premature opening.
- 14. Rejection of Bid:** The Bid has to be submitted online in CPP Portal and then the hard copy of the bid has to be sent by hand or post. The hard copy must reach IS Wing, DPD, NSSO, by 3 PM, 04.06.2018. 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. **Bids received in hard copies but not through CPP portal will be summarily rejected.**

**15. Deadline for Submission of Bids:**

- 15.1 Last date for submission:** The Bids (Technical and Financial) must be received by IS Wing at the address specified in the tender, on or before 04.06.2018, 3 PM. In the event of the specified date for the submission of Bids being declared a holiday for IS Wing, the bids will be received up to the appointed time on the next working day.
- 15.2 Extension for Last date for Submission:** IS Wing may, at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of IS Wing and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.
- 15.3 Late Bids:** Any bid received by IS Wing after the deadline for submission of bids prescribed by IS Wing, will be summarily rejected and returned un-opened to the Bidder. IS Wing shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained.

**16. Bid Opening and Evaluation of Bids:**

**16.1 Opening of Bids:** IS Wing will open all Technical Bids in the presence of Bidders' representatives who desires to attend the Technical Bid opening at 3 PM on 05.06.2018 at IS Wing, DPD, 1, Council House Street, Kolkata - 700001. The Bidder's representative who is present shall sign a register evidencing their attendance. Technical Bids will be opened and evaluated in detail. IS Wing will have no liability whatsoever to bear any cost for the bidders to attend the bid opening programme. Bidder has to bear their expenses solely by themselves to attend bid opening programme.

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

**16.3 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.

## **17. Evaluation and Comparison of Bids:**

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

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

Evaluation of Technical Bids by IS Wing shall not be questioned by any of the Bidders. IS Wing 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.

**17.1.2 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 in 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.**

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

**17.2 IS Wing's right to accept any Bid and to reject any Bid or all Bids:** IS Wing reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the contract is awarded, without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

## **18. Notification of Award:**

**18.1 Notification to Bidder:** Before the expiry of the period of validity of the proposal, IS Wing 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 provide consent to accept work order, issued by IS Wing, as per price quoted in the tender within specified time.

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

**18.3 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 IS Wing to impose penalties as specified in the Bidding document and the agreement.

**19. Performance Security:**

- The successful bidder shall at its own expense, deposit with IS Wing, 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, Kolkata" payable at Kolkata, 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(including taxes)**. 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 60 days beyond the date of completion of all contractual obligations of the TPA.
- The Performance Security may be discharged /returned by IS Wing 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, IS Wing 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 IS Wing as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. IS Wing 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.
- IS Wing 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.

**20. 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 IS Wing.
- IS Wing 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 IS Wing.
- 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**

- 21. Termination of Default:** IS Wing 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 IS Wing.
  - 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.
- 22. Termination for Insolvency, Dissolution etc:** IS Wing 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 IS Wing.
- 23. Termination for Convenience:** IS Wing reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify, for IS Wing's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
- 24. No Claim Certificate:** The qualified Bidder shall not, be entitled to make any claim, whatsoever, against IS Wing under or by virtue of or arising out of this contract nor shall IS Wing entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of IS Wing in such forms as shall be required by IS Wing after the works are finally accepted.

### **Intellectual Property Rights**

**25. IPR:**

- IS Wing 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 IS Wing indemnified against all costs, expenses and liabilities howsoever, arising out of 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.
- IS Wing shall retain all right, title and interest in and to any and all data, entered or generated by the TPA for IS Wing pursuant to this agreement and any modifications thereto or works derived there from.

### **Miscellaneous**

- 26. 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.
- 27. 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 IS Wing's business or operations without the prior written consent of IS Wing.
- 28. 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 IS Wing 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 IS Wing in writing of such conditions and the cause thereof. Unless otherwise directed by IS Wing in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IS Wing 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.

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

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

**31. Indemnity:**

- The TPA shall execute and furnish to the IS Wing, a Deed of Indemnity in favour of the IS Wing in a form and manner acceptable to the IS Wing, indemnifying the IS Wing 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 IS Wing.

**Annexure –II: Indicative Parameters of ASI Web Portal for the purpose of Security Audit.**

<b>S. N o.</b>	<b>Parameters</b>	<b>Description</b>
1	Web Application Name & URL (If possible dummy username/ password)	ASI Web Portal , <a href="http://www.csoisw.gov.in/Scripts/login.aspx">http://www.csoisw.gov.in/Scripts/login.aspx</a>
2	Operating System Details (i.e. Windows Server 2012)	Windows Server 2008 R2 Enterprise,64-bit Operating System
3	Application	Windows Server 2008 R2 Enterprise,64-bit Operating System ,IIS (Version 7.5.7600.16385)

	Server with Version (i.e.IIS as included into OS Windows)												
4	Front-end Tool [Server side scripts] (i.e. .NET 4.6.1)	Visual Studio 2008,Java Script and JQuery, Net Framework 3.5											
5	Back-end Database (i.e. PostgreSQL)	Sql Server 2012,Reporting server											
6	Authorization no. of roles & types of privileges for	<b>Roles →</b>	<b>Admin</b>	<b>CSO-Admin</b>	<b>FOD-Admin</b>	<b>CSO-Office r</b>	<b>CSO Scrutinizer</b>	<b>SRO Superintendent / Scrutinizer</b>	<b>SRO Head</b>	<b>RO</b>	<b>State RO</b>	<b>ZO</b>	<b>FOD HQ</b>
		<b>Function ↓</b>											

the different roles	Masters & Mapping	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	✗
	User Management	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
	Login	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Change Password	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Initiate Annual Survey	✗	✗	✗	✓	✗	✗	✗	✗	✗	✗	✗
	Allocate Frame	✗	✗	✗	✗	✗	✗	✗	✓	✓	✗	✗
	Update ASI Frame	✗	✗	✗	✗	✗	✗	✓	✓	✓	✗	✗
	Validate ASI Frame	✗	✗	✗	✗	✗	✗	✗	✓	✓	✓	✗
	Group Joint Return Companies	✗	✗	✗	✗	✗	✗	✗	✗	✓	✗	✗
	Process & Freeze Sample	✗	✗	✗	✓	✗	✗	✗	✗	✗	✗	✗
	Send Notification	✗	✗	✗	✓	✗	✗	✗	✗	✗	✗	✗
	Dashboard	✗	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓
Notice Printing	✗	✗	✗	✗	✗	✓	✓	✗	✗	✗	✗	



		Organization Master	x	✓	x	x	x	x	x	x	x	x	x
		Organization Master	x	✓	x	x	x	x	x	x	x	x	x
		NPC Masters	x	✓	x	x	x	x	x	x	x	x	x
		Organization Master	x	✓	x	x	x	x	x	x	x	x	x
		Ownership Master	x	✓	x	x	x	x	x	x	x	x	x
		Configuration Master	x	✓	x	x	x	x	x	x	x	x	x
		Allocate Schedule	x	x	x	✓	x	x	✓	x	x	x	x
		Compile Schedule	x	x	x	x	x	✓	x	x	x	x	x
		Validate Schedule	x	x	x	✓	x	✓	x	x	x	x	x
		Send to CSO	x	x	x	x	x	x	✓	x	x	x	x
		Send for Super Scrutiny	x	x	x	x	x	x	✓	x	x	x	x
		Scrutiny	x	x	x	x	✓	x	x	✓	✓	✓	✓
		Reference Schedule	x	x	x	x	x	✓	x	x	x	x	x

		Download Offline Schedule	x	x	x	x	x	✓	x	x	x	x	x
		Filling Offline Schedule	x	x	x	x	x	✓	x	x	x	x	x
		Upload Offline Schedule	x	x	x	x	x	✓	x	x	x	x	x
		Schedule Analysis	x	x	x	✓	x	x	x	x	x	x	x
		Close Survey & Publish Reports	x	x	x	✓	x	x	x	x	x	x	x
7	Whether the site contains any content management module (CMS) (If yes, then which?)	CMS URL <a href="http://www.csoisw.gov.in/CMS/cms/Home.aspx">http://www.csoisw.gov.in/CMS/cms/Home.aspx</a>											
8	Number of input fields	In main schedule table i.e. ScheduledHDR total 117 inputs fields and some other schedule tables are there Balance Sheet (15 inputs ), Block C (18 inputs), Block D(8 inputs), Block E Part A(12 inputs), Block E Part B(12 inputs), Block F(7 inputs), Block G (7 inputs),Block H (17 inputs), Block I (16 inputs), Block J (20 inputs), Block KL (9 inputs) and some master tables are there having input fields.											
9	Number of dynamic pages	ASI Application : Approx.(220) CMS : Approx.(41)											
10	Number of static pages	ASI Application : Approx.(10) CMS : Approx.(5)											
11	No. of login modules	There is two login module one form CMS and other is main application module for entering survey data.											

**Sample Report Format for Web-Application Security Audit**

**Audit Conducted for (Name of Auditee Organization):**

**Audit Conducted by (Contact person details with email and mobile):**

**Report Submitted on (Date):**

**Test duration: From (Date): \_\_\_\_\_ To (Date) \_\_\_\_\_**

**URL/IP Address of the Web Application:**

**Report Reviewed by:**

**Report handed over to (Name and Contact details of person from auditee organization):**

**I Executive Summary:**

Section-I

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

Section-II

List of vulnerable points

<Separate table for each IP tested>

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

S. No.	Vulnerable Point/Location	Vulnerability	Mean of Identification manually/Tool (If Tool mention the name)	Comments/Review of flaw

**II Vulnerability Assessment:**

**Section-I**

<Separate Section for each IP>

**IP with URL:** <details of machine IP/OS/Services>

<For each vulnerable point>

**Vulnerable Point:** 1/2/3...../n

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

**Section-II** < If penetration testing is in scope>

<For each penetration>

**Penetration-I/II/III/IV:**

Machine Details: <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:**

S. No.	Name	Email and Phone	Qualification and Certification

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

1.0 Guidelines

- a. A black box approach of application security audit based on OWASP or other standard is to be adopted for the purpose audit. This may be combined with source code review.
- b. Security audits are to be conducted in iterative cycles (may be called a level) of testing and code correction till identified safe for hosting.
- c. In certain cases audit is conducted on a third party URL or on user system. In addition, the auditor, stating that CD contents have been audited, makes the audited contents available on CD in sealed cover to Auditee Organisation.
- d. The Test URL where the test was done as well as the Production URL where the site will be hosted is to be mentioned clearly in the certificate.

2. The Audit Certificate should be complete as to state the permissions on file system/site level required for hosting the site and application.

- a. Permission includes Read, Execute and Write etc.
- b. If any other permission is to be given then this also must be clearly stated.
- c. The certificate to state what permission is to be given at the folder or site level and not to individual files.
- d. Care to be taken that combined write+ execute permission is not given on any folder/site.
- e. If there is a requirement in the application for file uploads/ or writing to folders/files, then the absolute URL of the hosting folder needs to be specified along with the permission required.
- f. In addition, the permission requirement for the rest of the site also needs to be stated. Care should be taken to see that no folder gets a combination of Write + Execute permission.
- g. Preferably, segregation of dynamic pages or applications into separate folders under a site comprising of static information is to be considered.

**Note: Refer Execute Permission in Appendix-A**

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.
- 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.

**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.

**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,  
**Under Secretary,**  
Industrial Statistics Wing,  
Data Processing Division,  
3<sup>rd</sup> Floor.  
1, Council House Street,  
Kolkata – 700001.

**Sub: Technical Bid for Security Audit by Third Party Auditor for ASI Web Portal**

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 IS Wing.
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 IS Wing, incorporating all terms and conditions with such alternations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.
6. This proposal together with your written acceptance thereof shall constitute a binding contract agreement.
7. As security for the due performance of the undertaking and obligation of the bid we submit herewith ....., in favour of “Pay and Accounts Officer, Ministry of Statistics & PI, Kolkata” for an amount of Rs. 5,000/- (Rupees Five Thousand Only) payable at Kolkata.

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 IS Wing of the changed status at the earliest.

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

Dated this ..... Day of .....2018

Signature  
(Bidder Seal)  
.....

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

**Part 2: BID PARTICULARS**

1. **Name of the Agency:**
2. **Address of the Agency:**
3. **Telephone Nos:** **Fax:**
4. **E-mail:**
5. **CERT-in empanelment no., Date, Validity:**

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

6. **Total Experience in IT Security audit, if so, two latest work details may be enclosed:**
7. **GST No:**
8. **PAN No.:**

**Place:**

**Date:**

**Authorized Signatory:**

**Name:**

**Mobile:**

**E-mail:**

**Company Seal:**

**Format of Financial Bid**

**Table: Format for providing financial quote for “Application Security Audit of ASI Web Portal.**

<b>S.No.</b>	<b>Category/Item</b>	<b>Cost in INR (Indian Rupees)</b>
1	Application Security Audit of ASI Web Portal	
2	Taxes:	
a)	GST	
b)	Any other taxes (if any)	
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-VI – Financial Format, by IS Wing.
- The above rates shall be fixed and remain valid for the entire contract duration and extensions thereof if provided by IS Wing. However, any change in taxes or levies structure by the Government of India will be applicable at the time of billing. In case of change or revision of 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 upto 3 report by the TPA.
- Copy of GST Registration, if so, may be enclosed.

Signature of the Bidder .....  
Business Address.....  
Date.....  
Place .....