

REQUEST FOR PROPOSAL

For

**SELECTION OF CERT-IN EMPANELED AGENCIES
FOR
APPLICATION SECURITY AUDIT CERTIFICATION
OF
WEBSITE/APPLICATIONS**

Tender No. e-Tender/HARTRON/DGM(ICT)/RFP/2020-21/12



**Haryana State Electronics Development Corporation Limited,
Bays 73-76, Sector 2, Panchkula
Phone (0172) - 2560442
Website: www.hartron.org.in**

Contents

Contents

1	Introduction.....	3
2	Brief about the requirement.....	3
3	Invitation for Proposal.....	3
4	Bid Summary - Data Sheet.....	4
5	Definition and Interpretation.....	5
5.1	Definitions.....	6
5.2	Interpretation:.....	6
6	Instructions to Bidders.....	7
6.1	Instructions to Bidders on Electronic Tendering System.....	7
6.2	Conflict of Interest.....	9
7	Validity of Proposal.....	9
7.1	The following will be considered for the validity of the proposals deemed submitted: 9	
8	Right to Accept or Reject any Proposal.....	9
9	Corrupt or Fraudulent Practices.....	9
10	Arbitration.....	10
11	Clarification and amendments of RFP.....	10
12	Bid Security.....	11
13	Preparation of Proposal.....	11
14	Submission of Proposal.....	12
15	Evaluation of Proposal.....	12
16	Financial Evaluation Mechanism.....	14
17	Payment Terms.....	15
18	Contract Period.....	15
19	Liquidated Damage.....	15
20	Scope of Work :..... (The bidder must submit details on above scope in the technical response).....	15 16
21	General Terms and Conditions.....	16
22	Opening of Proposal.....	18
	Form 1: COVERING LETTER.....	20
	Form 2: General Information of bidder.....	22
	Form-3 Qualification & Competence of Professional Staff.....	23
	Form 4 : Format for LETTER OF UNDERTAKING.....	24
	Form 5 : Format for POWER OF ATTORNEY FOR THE BID SIGNATORY.....	25
	Form 6: HISTORY OF LITIGATION.....	26
	Form 7: INDEMNITY UNDERTAKING.....	27
	Form 8: ANTI-COLLUSION CERTIFICATE.....	28
	Annexure: TOTAL FINANCIAL BID.....	29
	Annexure: DETAILED FINANCIAL BID.....	30

1 Introduction

The Department of Information Technology, Electronics & Communication, Haryana (DITECH) is the nodal department for Government of Haryana in the matters of IT, ITES and Communication. The department plays a vital role in formulating and implementing policy matters in Information Technology, ITES, Electronics and Telecom; promotion of Haryana State as an ultimate ICT destination for investment and facilitating ICT industries; assisting other department for effective e-Governance and capacity building; Promotion of ICT based education in the State.

HARTRON the Technical arm of Department of Information Technology, Electronics & Communication, Haryana (DITECH) has evolved through years as a center of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens are receiving good governance in addition to ensuring speed of decisions from a transparent Government through an effective e-Governance System.

2 Brief about the requirement

HARTRON aims to disseminate electronic services utilizing the benefits of IT enabled systems to improve the effectiveness, transparency and accountability in Government administration, functions and services. HARTRON being a State level implementing agency for various projects has envisaged empanelment of service providers in a competitive manner to strengthen the e-governance delivery, state wide services. The objective is to arm the Government Departments/Organizations with hassle-free digital services such as Security Audit of Web Sites/Applications developed by respective Departments/Organizations. Such services may assist all State Departments/Organizations in carrying out their day-to-day functions to help in delivering G2G and G2C services.

This limited tender is intended to invite proposals from Cert-In empanelled agencies for carrying out Security Audit of Web Sites/Applications/APIs/Mobile Apps etc. The selected vendor(s) will provide “safe-to-host” security audit certificate for the applications before hosting as per Cert-In guidelines.

3 Invitation for Proposal

- 1.1 Conducting Security audits helps to identify various security issues and threats for an Application/Websites to strengthen cyber security as part of preventive maintenance for hosted applications within domain of Haryana State.
- 1.2 HARTRON and on behalf of Government of Haryana (GoH) intends to select a Company/Bidder for the “Selection Of Cert-In Empaneled Agencies For Application Security Audit Certification Of Website/Applications” Assignment.
- 1.3 The RFP shall be downloaded from the website www.hartron.org.in or www.etenders.hry.nic.in.
- 1.4 The Bids comprising Mandatory Compliance (Pre-Qualification) along with Technical Bids shall be submitted in two separate envelopes (Hard Copy along with electronic copy on a CD-ROM/USB Drive), placed in an outer envelope along with Bid processing

fee, EMD/Bid Security etc. as specified in the RFP, shall be delivered at the address given below:

Managing Director,

Haryana State Electronics Development Corporation Ltd.,

Bays 73-76, Sector-2,

Panchkula.

Phone:0172-2560442, 2584476

E-mail:rajendarhartron@gmail.com and ebidshartronsw@gmail.com

- 1.5 The Bids should reach as per the dates given in the Data Sheet. In the event that the Due Date for the Bid submission is a holiday, the next working day will be the date of submission. The Outer Envelope of the Bids would be opened on the same day in the presence of the Bidder's representatives who choose to attend.
- 1.6 A EMD/Bid Security of Rs.10,000/- (Rupees Ten Thousand Only) may be submitted through e-procurement portal www.etenders.hry.nic.in during the bid submission.
- 1.7 The Bids shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while filing the Bids. Over-writing of figures in the Financial Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.
- 1.8 HARTRON shall not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and delivery of Bids, including costs and expenses related to the Project. HARTRON reserves the rights to cancel, terminate, change or modify this procurement/Bid Process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 1.9 The Bid evaluation process is detailed out in Section 7.8 of this RFP. The Technical Bids will be evaluated as per the Criteria laid down in the document. Only those Prequalified Bidders whose Technical Bids meets the Minimum Qualifying Criteria will be considered for empanelment process.
- 1.10 The date & time of opening of Technical Bids will be communicated to all the Bidders found qualifying in the evaluation of Pre-qualification Bids.

4 Bid Summary - Data Sheet

#	Key Information	Details
	Assignment Details	
1.	Assignment Title	"Selection Of Cert-In Empaneled Agencies For Application Security Audit Certification Of Website/Applications"
2.	Client	HARTRON on behalf of Government of Haryana (GoH).
3.	Location	Panchkula
	Bid Submissions and Evaluation	
4.	Bid Submissions	Bids shall be submitted as Pre-Qualification Bid and Technical Bid on e-procurement portal i.e. www.etenders.hry.nic.in .

#	Key Information	Details
		Note: Hard copies Pre-Qualification Bid and Technical Bid may also be submitted in the office of DGM, Software, Haryana State Electronics Development Corporation Ltd., Bays 73-76, Sector-2, Panchkula.
5.	Envelope1: Pre-Qualification Bid	<ul style="list-style-type: none"> • Bid Processing Fee details • EMD details • Covering Letter • General Information of bidder • Letter for undertaking • Power of Attorney for the Bid signatory • History of Litigation • Indemnity undertaking • Anti-collusion certificate
6.	Envelope 2: Technical Bid	<ul style="list-style-type: none"> • Technical Evaluation Criteria • Copy of Cert-In empanelment certificate • Form-3 Details of Technical Team
7.	Bid Evaluation	Online Technical bids of only those Bidders shall be opened, who qualify the Pre-qualification Bid Criteria.
	Bid Conditions	
8.	EMD/Bid Security	The Bidder shall furnish a Bid Security amounting to INR 10,000/-.
9.	Validity for EMD/Bid Security	Valid MOU / Agreement document needs to be submitted
	Important Dates (Tentative)	
10.	Issue of RFP	05-01-2021
11.	Due Date for receipt of Bids	14:30 Hrs (IST) on 22nd January, 2021.
12.	Date and Time of Opening of Bids	16:30 Hrs (IST) on 22nd January, 2021.
13.	Technical Presentation of Bidders	To be intimated later.
14.	Assignment Duration	2 Years or up to the last date of empanelment with CERT-In (whichever is earlier)

5 Definition and Interpretation

5.1 Definitions

1. **'Assignment'** means, subject to the provisions of this RFP and Agreement for "Selection of Cert-In Empaneled Agencies for Application Security Audit Certification Of Website/Applications" for a period of 24 months or up to the last date of empanelment with CERT-In (whichever is earlier).
2. **'Bid or Detailed Bid'** shall mean the Bid submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any. **'Bid Security'** shall mean the security furnished by the Bidder in form of a Demand Draft, as stipulated in the RFP document.
3. **'Bidder'** shall mean applicant who has submitted his Bid in response to the RFP.
4. **'Completion Certificate'** means the certificate issued by HARTRON in the manner set out as per the terms of RFP/ Agreement after the completion of the Project.
5. **'Selected Bidder'** shall mean the bidder who has been selected by the HARTRON for the Project on the terms and conditions stipulated in the RFP / Order.
6. **'Due Date'** shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.
7. **'Financial Year'** shall mean year starting 1stApril to 31stMarch. In case Bidder's financial/accounting years are different from the above, the immediate past financial/accounting years of the Bidders as per their annual reports shall be applicable for the evaluation.

5.2 Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
2. Reference to any gender includes the other genders.
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement/order is a reference to that agreement/order and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
6. Any reference to a person shall include such person's successors and permitted assigns;
7. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;

8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Concession Agreement shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement/order.

6 Instructions to Bidders

6.1 Instructions to Bidders on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

- I. Registration of bidders on eProcurement Portal:
All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.
- II. Obtaining a Digital Certificate:
 - a. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
 - b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post-Master / Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>.
 - c. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
 - d. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular

tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- e. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- f. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- g. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

III. Pre-requisites for online bidding:

- a. In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

IV. Online Viewing of Detailed Notice Inviting Tenders:

- a. The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.

V. Download of Tender Documents:

- a. The tender documents can be downloaded from the eProcurement portal <https://etenders.hry.nic.in> and www.hartron.org.in

VI. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

6.2 Conflict of Interest

- The selected Firm / Agency should provide professional, objective and impartial service and hold HARTRON interest paramount.
- The selected Firm / Agency shall not downstream or outsource any part of the scope of work. Outsourcing / subcontracting of work will not be permissible in any form. The selected bidder after the award of the contract, pursuant to this RFP shall not subcontract, transfer, or assign any portion of the contract and if awarded a contract pursuant to this RFP, the selected vendor shall be the solely and wholly responsible to perform the work. Subcontracting/outsourcing will lead to termination of contract and forfeiture of Performance Guarantee.

7 Validity of Proposal

7.1 *The following will be considered for the validity of the proposals deemed submitted:*

- The Bids submitted shall remain valid for 180 days from the Due Date of submission.
- HARTRON reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, prior to the expiry of the original bid validity period, HARTRON may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. Bidder will be required to extend the validity of the Bid for the period of extension.
- Extension of validity period by the Bidder should be unconditional. A Bidder may refuse the request without forfeiting the Earnest Money Deposit (EMD/Bid Security).

8 Right to Accept or Reject any Proposal

HARTRON reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

9 Corrupt or Fraudulent Practices

It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, the HARTRON:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bidding

- process or in the execution of any Agreement with HARTRON, or bringing political pressure.
- ii. **“Fraudulent practice”** means a misrepresentation of facts in order to influence the Bidding process or in the execution of any Agreement with HARTRON to the detriment of HARTRON, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to deprive HARTRON of the benefits of free and open competition.
 - iii. **“Unfair trade practice”** means supply of services different from what is ordered on, or change in the Scope of Work.
 - iv. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.
- (b) Will reject the bid, at any stage, if it determines that the Bidder recommended for selection has engaged in corrupt or fraudulent practices during bidding process.

10 Arbitration

In case of any dispute, either party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings shall be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Client and other appointed by System Partner and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh/ Panchkula and following are agreed:

- 10.1 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- 10.2 The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- 10.3 When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- 10.4 Any legal dispute will come under Panchkula Civil Court jurisdiction only.

11 Clarification and amendments of RFP

At any time prior to the last date for receipt of Bids, the HARTRON, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/ corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. All prospective bidders are requested to browse our website & any amendments/ corrigendum/ modification will be notified on etenders.hry.nic.in and our website only and such modification will be binding on them. Bidders are also requested to browse the website of

HARTRON i.e. www.hartron.org.in for further amendments if any. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, HARTRON may, at its discretion, extend the deadline for submission of bids. Any Corrigendum, Clarifications etc shall be binding on the Bidders and shall be given due consideration by them while they submit their bids. HARTRON may at any time during the Tendering process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

12 Bid Security

- The Bidder shall furnish a Bid Security amounting to INR 10,000/- (Rupees Ten Thousand only)
- The Bid Security of unsuccessful Bidders shall be refunded without any interest/ bank commission/collection charges on request by the Bidder after final award of Contract.
- The earnest money of successful bidder will be refunded after submission of Security Deposit.
- The Bid Security will be forfeited on account of one or more of the following reasons:
 - Bidder withdraws the Proposal during the validity period specified in RFP.
 - Bidder does not respond to requests for clarification of its Proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - In case of a successful Bidder, the said Bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee

13 Preparation of Proposal

- Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP may be considered as non-responsive and may be liable for rejection.
- Adherence to formats, wherever prescribed, is required. Non-adherence to formats may be a ground for declaring a Bid non-responsive.
- All communication and information shall be provided in writing and in English language only.
- All financial data shall be given (converted) in Indian Rupees only.
- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission. However, HARTRON or any of its agencies reserves the right to seek additional information and/or certification from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought

by HARTRON or any of its advisors/consultants, may be a ground for rejecting the Bid.

- If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by HARTRON or any of its agencies, is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of HARTRON or any of its agencies and if HARTRON or any of its advisors/agencies/consultant is adequately satisfied.

14 Submission of Proposal

- Bidders shall submit their Proposal at the office address on or before the last date and time for receipt of proposals mentioned in Data Sheet.
- Bidder shall be required to submit hard copy of the complete proposal & a CD containing the technical proposal.
- Every page of the documents submitted by the Bidder must be duly signed by the authorized signatory of the Firm / Company along with the Agency's seal.
- The two parts of the Proposal should be as per following:
 - a) **Pre-qualification and Technical Proposal** - The envelope containing Pre-qualification and Technical Proposal shall be sealed and superscripted "Selection of Cert-In Empaneled Agencies for Application Security Audit Certification of Website/Applications".
 - b) **Commercial Proposal** - Bidders are requested to submit Commercials in the format provided through the e-procurement portal www.etenders.hry.nic.in

15 Evaluation of Proposal

The Bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may be present during the Bid Opening if desired. HARTRON may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a two-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

The Companies/Agencies will be shortlisted based on prequalification criteria defined as below:-

#	Pre-Qualification Criteria	Supporting Documents to be furnished
1.	The company/Agency should be empaneled with CERT-In as an Information Security Audit organization.	Copy of CERT-IN empanelment certificate need to be submitted
2.	The Company/Agency should have minimum 5 no. of technical manpower with skills to perform technical security testing, especially vulnerability assessment & penetration tests, and should have the ability to analyze and evaluate the results on their own payroll as on date of submission of bid. The qualification of technical manpower should be as per Cert-In guidelines/criteria.	Certificate and list of professionals from the current authorized signatory of the Company/ Agency along with their Provident Fund Numbers as per Annexure.
3.	Affiliation (Partnership agreement or joint venture or Empanelment) with State owned or central govt. owned organization or Deptt. for technology and knowledge transfer on Cybersecurity would be preferred.	Valid MOU/ Agreement document needs to be submitted
4.	The Company must be registered in India under the Indian Companies Act, 1956/ Partnership Act 1932/ sole proprietorship (with VAT & service Tax registration) firm and should be in existence in India for at least 2 years, as on date of submission of bid.	Certificate of Incorporation/ Partnership Deed.
5.	Bidder must submit audited Balance Sheet to satisfy that the average annual financial net worth in last two financial years i.e. 2017-2018 and 2018-2019 should be positive, showing financial credibility.	Copy of the audited Balance Sheet need to be submitted
6.	The Company/ Agency should be an individual organization. Consortium shall not be allowed.	Certificate from the current authorized signatory of the Company/ Agency.
7.	The Company/Agency should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.	Certificate from the current authorized signatory of the Company/Agency.

15.1 Technical Proposal Evaluation Criteria

- The vendor should be empanelled with CERT-In as an Information Security Auditing organisation.
- Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions

at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

- The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders references, if desired.
- Only technically qualified Proposals shall be considered for empanelment process.

The Companies/Agencies will be shortlisted based on Technical criteria defined as below: -

#	Technical Criteria	Sub Criteria & Marks	Marks	Max Total Marks
1.	Turnover from Security Audit Business - Attach certified copies of Income from Security domain	05-15 Lakh >15 Lakh-25 Lakh > 25 Lakh	05 10 20	20
2.	Experience of carrying out Websites/ Web-Application Security Audits under Cert-In Empanelment	< 1 Years > 1 to 3 Years > 3 Years	10 15 20	20
3.	Security Audits carried out for Private Sector Organizations for order value more than Rs.25,000/-	1-10 audits >10 to 20 audits > 20 audits	03 05 10	10
4.	Security Audits carried out for PSUs/ Central/ State Govt. (Cert-In Certifications) for order value more than Rs.25,000/-	1-5 audits 6 to 10 audits > 10 audits	05 10 15	15
5.	Technical Manpower on Company's Roll (CISSPs/ CISAs/ CIISAs/ BS7799 / ISO27001 LAs)/ CCIE-Security	1-5 5-10 >10	05 10 20	20
6.	Technical Presentation based on the experience in Security Domain.		10	10
7.	Tools being used for doing Information Security Audit	Commercial Tools (>2 Tools) Proprietary Tools (>1 Tools) Freeware Tools (>5 Tools)	05 03 02	05
8.	Total Marks			100

S#	Technology Platform used for Audit Certifications (Please Specify)	No. of persons using the technology platform with relevant experience
1.		
2.		
3.		
4.		

16 Financial Evaluation Mechanism

16.1 For consideration of their bids, the Agency have to quote rates for all the items mentioned in the detailed financial bid format. The rates quoted should be as per

industry standards. For any of the items, bids quoting zero or incredibly low rates compared to the industry prevalent rates will, will be rejected and EMD forfeited.

- 16.2 L1 Agency shall be the one quoting least value of “X” in the Total Financial bid format. In case more than one Agency quoted the same value of “X” then the Agency having the maximum Total Turnover for the last two years will be reckoned as L1. And accordingly list of L1, L2, L3 will be prepared.
- 16.3 If L1 Agency fails to provide the individual item rates as mentioned in the detailed financial bid format, the bid will be treated as cancelled and EMD of such defaulting Agency will be forfeited.
- 16.4 Having identified L1 Agency, the detailed financial bid of only L1 Agency shall be opened on a date and time duly notified. The rates quoted by L1 Agency in detailed financial bid shall be accepted as the tender rates, if the same are found in order else the bid will be rejected and L1 Agency’s EMD will be forfeited.
- 16.5 In order to create a panel of Agencies, L2, L3....in that order would be asked to match the L1 rates as quoted in detailed financial bid format of L1. If L2 agrees to match the rates of the L1 Agency for all types of rates, they will be considered for empanelment otherwise the opportunity will be extended to L3 and so on.
- 16.6 In case none of the L2, L3.....Ln. agrees match L1 rates then L1 alone shall be on the panel.

17 Payment Terms

- a. 100% Payment will be released on submission of invoice and issuing of valid Security Audit Certificate(s)/ Assignment *Completion Certificate* as per scope of work order.
- b. Payment shall be made within 15 days from the submission of invoice.

18 Contract Period

The period of the contract shall be initially for a period of Two years or up to the last date of empanelment with CERT-In (whichever is earlier). After the initial term, the period may be renewed each year for an additional twelve (12) months period as per mutual understanding between Bidder and HARTRON.

19 Liquidated Damage

Penalty of @Rs.1000/- (Rupees One Thousand only) per day or part thereof shall be levied for the defaulted days in case of not meeting any of terms and conditions mentioned in this RFP. All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount/ Bank Guarantee/ EMD of the bidder firm. In case of delay beyond fifteen days from the stipulated period, HARTRON may at its discretion cancel the order and arrange to assign the same to the next bidder on the panel/open market at the sole risk, cost and responsibility of the bidder.

20 Scope of Work :

1. The purpose of the application security audit is to review about the security controls and their requirements in place to ensure the confidentiality, integrity, and availability of information processed through hosted applications/websites.

2. Scope of the Application Security audit is not only limited to the TOP 10 vulnerabilities at any time, standard guidelines of CERT-In, various compliances and checklists, but it also includes discovery of all known vulnerabilities.
3. As part of application audit, the following technical evaluation has to be considered, but not limited to
 - ✓ To evaluate top ten security vulnerabilities with respect to application at that time
 - ✓ To evaluate whether a code can be manipulated by an attacker to communicate sensitive data out of the organization
 - ✓ To ensure that the organizations security systems and processes are working as intended
 - ✓ Identify whether the developers have implemented appropriate security precautions.
 - ✓ To verify and ensure compliance with legislations and acts
 - ✓ To identify the gaps in the existing defenses
4. The Auditor is expected to carry out an assessment of the vulnerabilities, threats and risks that may exist in the respective website through Internet Vulnerability Assessment and Penetration Testing which includes identifying remedial solutions and recommendations for implementation of the same to mitigate all identified risks with the objective of enhancing the security of the web site.
5. The Auditor is responsible for documentation and reporting requirements during the audit, such as:
 - i) Terms of reference (as agreed between the auditee and auditor), including the standard for audit, if any.
 - ii) Audit Plan
 - iii) Explicit reference to key auditee organization documents including policy and procedure documents, if any.
 - iv) Additional mandatory or voluntary standards or regulations applicable to the auditee.
 - v) Summary of audit findings including identification tests, tools used, and results of tests performed.
 - vi) Analysis of vulnerabilities and issues of concern.
 - vii) Recommendations for action.
6. The Auditee is responsible to remove the vulnerabilities if any, which are reported by the auditor.
7. On successful security audit of a Website/ Application/ API/ Mobile App, auditor will provide “safe-to-host” security audit certificate as per Cert-In guidelines.
8. All documents, information and reports relating to the assignment/audit would be handled and kept strictly confidential and not shared/published/supplied or disseminated elsewhere, by the Auditor.

(The bidder must submit details on above scope in the technical response)

21 General Terms and Conditions

NOTE: Bidders should read these conditions carefully and comply strictly while submitting the Proposals

- The Rate Contract will be valid for two years only or till the empanelment with CERT-In is valid whichever is earlier. The rate contract with HARTRON will

automatically become invalid when empanelment of the organisation with CERT-In as an Information Security auditing organisation expires.

- Agency shall not assign or sublet the Assignment or any substantial part thereof to any other agency, nor can the agency have arrangement with other company for bidding purpose.
- In the event of any loss/ damage to HARTRON, the Bidder shall be liable to make good such loss found. No extra cost on such shall be admissible.
- The selected bidder shall be required to depute at least One Security Auditor cum Dev-Ops to coordinate for the Security Audit Activities. Such resource shall be on the rolls of bidder only and his/ her association with the HARTRON shall be only to facilitate the Security Audit activities smoothly as undertaken by the bidder. The bidder will also assists/ knowledge transfer with departments/ organizations towards mitigation of reported vulnerabilities irrespective of technology.
- Escalation matrix up to the level of CEO must be provided with phone number and email address of all personnel in the matrix.
- Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
- If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the HARTRON.
- HARTRON reserves the right to accept or reject one or all bids without assigning any reasons.
- The expenses of completing and stamping the Agreement shall be paid by the selected Bidder and HARTRON shall be given free of charge one executed stamped counter part of the Agreement.
- The Bidder shall furnish the following documents at the time of execution of Agreement:
 - Attested copy of Memorandum of Association.
 - Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - Registration issued by Registrar of Companies in case of Company.
- No interest shall be paid by HARTRON on EMD.
- The EMD shall be refunded within two months after the expiry of Contract i.e. after being satisfied that there are no dues outstanding against the Bidder
- Remittance charges, if any, on payment made will be borne by the Bidder.
- GST or any other Govt. taxes, if any, as imposed from time to time will be borne by the Bidder.
- **Termination:** The Assignment can be terminated at any time by HARTRON, if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation.
- **Liquidated Damages:** In case of delay in supply of services to be provided within the prescribed period in the Contract, liquidated damages will be charged from the selected Bidder.

- **Recoveries:** Recoveries of liquidated damages shall ordinarily be made from EMD. Amount may also be withheld in case of failure in satisfactory services. Amount of liquidated damages shall be recovered from his dues and EMD available with HARTRON.
- **Forfeiture of EMD:** EMD in full or part may be forfeited in the following cases:
 - When any terms and conditions of the Contract are breached.
 - When the Bidder fails to provide services desired satisfactorily.
 - Notice of reasonable time will be given in case of forfeiture of EMD. The decision of Managing Director, Haryana State Electronics Development Corporation Limited in this regard shall be final.
- Period of Assignment may be extended for another one year at a time or reduced or terminated at the discretion of Managing Director, Haryana State Electronics Development Corporation Limited.
- If the bidder requires an extension of time in completion of contractual service on account of occurrence of any hindrance, he shall apply in writing to HARTRON, for the same immediately on occurrence of the hindrance but not after the stipulated time.
- All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Chandigarh.

The Agency/ Firm shall not be liable for forfeiture of its EMD or termination of contract for default if and to the extent that it's 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 Agency/ Firm and not involving the agency's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of HARTRON in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Agency/ Firm shall promptly notify HARTRON in writing of such condition and the cause thereof. Unless otherwise directed by HARTRON in writing, the Agency/ Firm shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22 Opening of Proposal

- i. Pre-qualification and Technical Proposals shall be opened as per Data Sheet at O/o HARTRON, Panchkula Office in the presence of Bidders or their authorized representatives who choose to attend the opening of Bids.
- ii. The date of opening of Financial Bid will be intimated to the technically qualified Bidders in due course.
- iii. The Evaluation Committee shall determine whether the Financial Bids are complete, unconditional and free from any computational error.
- iv. The cost indicated in the Financial Bid shall be treated as final and reflecting the total cost of services.

22.1 Proposal Formats

Haryana State Electronics Development Corporation Limited invites the Proposals from Firms/ Agencies for “Selection of CERT-In Empaneled Agencies for Application Security Audit Certification of Websites/ Web Applications”. Bidders are required to submit Proposals in the formats as given under:

S#	Form	Description
Pre-qualification Forms		
1.	Bid Processing Fee	Bid Processing Fee details
2.	EMD	EMD details
3.	Form-1	Covering Letter
4.	Form-2	General Information of bidder
5.	Form-4	Letter for undertaking
6.	Form-5	Power of Attorney for the Bid signatory
7.	Form-6	History of Litigation
8.	Form-7	Indemnity undertaking
9.	Form-8	Anti-collusion certificate
Technical Forms		
10.	Cert-In empanelment Certificate	Copy of CERT-IN empanelment certificate need to be submitted
11.	Form-3	Qualification & Competence of Professional Staff
12.	MoU, if any	Valid MOU / Agreement document needs to be submitted
Commercial Forms		
13.	Annexure Total Financial Bid Format	Total value quoted for the items mentioned in Detailed Financial Bid Annexure
14.	Annexure Detailed Financial Bid	List of items for which rates are to be discovered under this RFP

Form 1: COVERING LETTER

[To be furnished by the Bidder on the letterhead of the Firm]

Date

To,

Managing Director

Haryana State Electronics Development Corporation Limited
SCO 111-113, Sector 17B
Chandigarh-160017

Subject: Bid for the “Selection of Cert-In Empaneled Agencies For Application Security Audit Certification Of Website/Applications”.

Dear Sir,

1. We are submitting this Bid (Proposal) on our own.
2. We, the undersigned, having carefully examined the referred RFP, offer to provide the required services, in full conformity with the said RFP.
3. We have read the all the provisions of RFP and confirm that these are acceptable to us.
4. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
5. If a Bidder is nominated as Selected Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
6. We agree that if we fail to perform according to the conditions/stipulations of the RFP/Agreement, HARTRON or its representative shall be at liberty to take action in accordance with the RFP/Agreement
7. We agree to abide by this empanelment period of two (2) Years.
8. We agree that if we fail to fulfil any of the conditions mentioned above, HARTRON has the right to forfeit the Bid Security being furnished by us along with this Bid
9. We understand that HARTRON is not bound to accept any or all Bids it may receive.
10. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid.
11. We do also certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
12. We declare that in the event that HARTRON discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Form 2: General Information of bidder

General information Form

Name of the bidder		
1	Name of the bidder	
2	Mailing address in India	
3	Telephone and fax number	
4	E-mail address	
5	Name and designation of the Authorized Representative of the bidder	
6	Year of establishment and constitution of organization	
7	GST Number	

Yours sincerely, Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form-3 Qualification & Competence of Professional Staff

S#	Resource Name	Prescribed Qualification	Provident Fund Number	Minimum period of relevant experience	No. of years of experience in Information Security Auditing work
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Note :

1. In case of exceptional qualifications/ experience, HARTRON reserves the right to waive off the conditions of professional's experience / qualification.
2. Please attach certificates/ Resumes for all resources to further illustrate the competency and experience.

Form 4 : Format for LETTER OF UNDERTAKING

[To be furnished by the Bidder on the letterhead of the Firm]

To,

Managing Director

Haryana State Electronics Development Corporation Limited

SCO 111-113, Sector 17B

Chandigarh-160017

Subject: Selection of Cert-In Empaneled Agencies For Application Security Audit Certification Of Website/Applications.

Dear Sir,

We confirm that we are not barred by Government of Haryana (GoH), any other State Government in India (SG) or Government of India (Gol) or any of the agencies of GoH/ SG/ Gol from participating in any category of IT projects as on the Bid Due Date.

Yours faithfully,

Signature of Authorized Signatory
(Name, Title, Address Date)

Form 5 : Format for POWER OF ATTORNEY FOR THE BID SIGNATORY

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, [name of the Company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at[Address of the Company] (hereinafter referred to as “Company”):

WHEREAS in response to the Request for Proposal (RFP) for “**Selection of Cert-In Empaneled Agencies For Application Security Audit Certification Of Website/Applications (Assignment)**”, the Company is submitting Bid comprising Technical and Financial Bids to the Managing Director, HARTRON and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr./Ms _____ son/daughter of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____[name of the Company] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

To act as the Company’s official representative for submitting the Bid comprising Capability Statement, Technical Bid and Financial Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ____ Day of ____, 2021 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]))-----) [name & designation of the person])))-----) [name & designation of the person]
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Form 6: HISTORY OF LITIGATION

Information on any history of litigation or arbitration resulting from similar Project contracts in last five Year:

Year	Award for/or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount) in Rs.)

Dated this _____ Day of _____, YYYY

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

Form 7: INDEMNITY UNDERTAKING

I on behalf of M/s hereby agree and undertake that I have understood all the rules, regulations and procedures and all staff Technical & Non-Technical working on behalf of M/s..... will abide by all the rules, regulations, guidelines and procedures.

I declare that M/s will be responsible for all aspect of the Project Development allotted to me/us as per the Agreement. HARTRON will not be responsible in case of any dispute / defects and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s For giving such declaration.

Name of Indemnifier - Signature of Indemnifier

Stamp/Seal of the Indemnifier

Signature of HARTRON Official

Form 8: ANTI-COLLUSION CERTIFICATE

[To be furnished by the Bidder on the letterhead of the Firm]

To,

Managing Director
Haryana State Electronics Development Corporation Limited
SCO 111-113, Sector 17B
Chandigarh-160017

Subject: Bid for the “Selection of Cert-In Empaneled Agencies For Application Security Audit Certification Of Website/Applications”.

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____ Day of _____, YYYY

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

Annexure: TOTAL FINANCIAL BID

Name of the Agency:

Address:

Total items quoted by the bidder in Detailed Financial Bid	Total of all the items Quoted by the bidder in (₹) without Taxes "X"
Item number 1 to 18	

"X" = Rs..... (In words)

Date:

Authorized Signatory

Place:

Name:

COMPANY SEAL

Annexure: DETAILED FINANCIAL BID

Name of the Agency:

Address:

S#	Items	Amount in (₹)
	Static Websites without CMS	
1.	Number of Pages up to 50	
2.	Number of Pages up to 100	
3.	Number of Pages up to 200	
4.	Number of Pages more than 200	
	Static Websites with CMS and CMAP	
5.	No. of pages Menu Items up to 10	
6.	No. of Menu Items up to 20	
7.	No. of Menu Items up to 50	
8.	No. of Menu items more than 50	
9.	Additional rates for Tickers/ Scrolls	
10.	Additional Rates for Feedback Forms	
	Dynamic Websites with No limit on no. of static pages (e.g. pdf, Image files, documents etc.) in the dynamic website (Dynamic pages means software code pages with backend database integration).	
11.	Rate per dynamic page (With input fields up to 5)	
12.	Rate per dynamic page (With input fields up to 10)	
13.	Rate per dynamic page (With input fields up to 20)	
14.	Rate per dynamic page (With input fields more than 20)	
15.	Additional rates per user Role in the Web Portal	
16.	Additional rates for SMS/ E-mail integration (if any)	
17.	Additional Rate for Payment Gateway integration (if any)	
18.	Additional rates for Report Server Integration (Rate per 10 Report Pages)	
	Total Charges (X)	

X = Rs..... (In words)

Note:

- i. The L1 bidder will be identified on the basis of combined charges of all the items listed above i.e. on the value "X". Combined value of all the items i.e. X is to be quoted in Total Financial bid Annexure which will be opened first to determine L1 bidder.
- ii. For consideration of their bids, the Agency has to quote for all the 18 items of annexure attached. In case of no charges for any item, zero (0) may be filled. The rates quoted should be as per industry standards. For any of the items, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected and EMD forfeited.
- iii. The empaneled agencies will provide service all over Haryana or as specified.
- v. **The charges quoted shall be exclusive of all the taxes.**

Date:

Place:

COMPANY SEAL

Authorized Signatory
Name: