



भारतीय लेखा तथा लेखा-परीक्षा विभाग
प्रधान महालेखाकार (लेखा एवं हक), पश्चिम बंगाल
Indian Audit And Accounts Department
Pr. Accountant General (A & E), West Bengal



Tender No. PAGAE-ITSM0ITSC(ADMN)/1/2022-ITSC

Date: 04/08/2023

E-TENDER DOCUMENT

For

“Security Audit of Website
by Cert-In Empaneled Agencies”

At

Office of the Pr. Accountant General (A&E), West Bengal

Note: This document contains a total of 22 pages. No change in the document by the bidder is permissible. Bidders are requested to go through the tender documents in detail before submission of their bids.

INDEX

<i>Section</i>	Contents	Page No.
	Bid Information Sheet	3
<i>Section-1</i>	Introduction	4
<i>Section-2</i>	Definitions	5
<i>Section-3</i>	Instructions to Bidders	6
<i>Section-4</i>	General Conditions of Contract	10
<i>Section-5</i>	Special Conditions of Contract, Scope of Works, Delivery Schedule, etc.	13
<i>Section-6</i>	Annexures and Formats for submission of Bid	16

Bid Information Sheet

Document Description	Tender Document for “ Security Audit of Website by Cert-In empaneled Agencies ” at the Office of the Pr. Accountant General (A&E), West Bengal”
Tender Document No. & Date	PAGAE-ITSM0ITSC(ADMN)/1/2022-ITSC Date: 04/08/2023
Bid Submission	Submission of the bid through Central Public Procurement Portal (e-Procurement) of Government of India (https://eprocure.gov.in/eprocure/app)
Due date & time for submission of queries/clarification for Pre Bid Meeting	18/08/2023 (18:00 Hrs)
Pre Bid Meeting Date & Time and Place	21/08/2023 (15:00 Hrs) Office of the Pr. Accountant General (A&E), West Bengal, Treasury Buildings, 2- Government Place (West), Kolkata – 700 001.
Last date & Time of Submission of Bids	28/08/2023 (15:00 Hrs)
Bid Opening Date	29/08/2023 (15:00 Hrs)
Bid Validity	Three Months from the last date of submission of tender.
Bid Security/EMD	₹4,000/- (Rupees Four Thousand only) in the form of Demand Draft drawn on any Nationalised / Scheduled Bank in favour of “ PAO (Audit), O/o the Pr. Accountant General (A&E), WB ” payable at ‘ Kolkata ’.
Name, Designation, Address and other details (For Submission of Response to Tender Document)	The Deputy Accountant General (A/cs & VLC) & ITSM Office of the Pr. Accountant General (A&E), West Bengal, Treasury Buildings, 2- Government Place (West), Kolkata – 700 001.
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites https://eprocure.gov.in/eprocure/app . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

Necessary queries/consultation regarding the scope of work, if any, may be made during working days (Monday to Friday) between 02:00 to 04:00 PM under prior intimation to Sr. Accounts Officer/IT Support cell (033-22138038)

**Sr. Accounts Officer
IT Support Cell**

Section-1

1. Introduction

1.1. BACKGROUND AND OBJECTIVE

1.1.1. The Office of the Pr. Accountant General (A&E) West Bengal, Kolkata under the Indian Audit and Accounts Department is a representative of the Comptroller and Auditor General of India, New Delhi, a constitutional Authority, and is entrusted with the functions relating to maintenance of Accounts of the State Government, authorizing Pension payment and maintenance of the Provident Fund Accounts of the State Government employees of West Bengal. The Office is located at Treasury Buildings, 2 Government Place (West), Kolkata – 700 001.

1.2. DOCUMENT PURPOSE

1.2.1. Office of the Pr. Accountant General (A&E), West Bengal, on behalf of the President of India, invites open tenders through e-Procurement from **Cert-In empaneled firms** for Security Audit of this Office Website at url: <https://agwb.cag.gov.in> .

1.2.2. The firm is required to carry out Security Audit of the website at this Office premises at Kolkata. **The detailed Scope of Work is provided in Section-5, Para 5.1 of this Tender Document.**

Section - 2

DEFINITIONS

2. Definitions :

“Authorized Signatory” shall indicate the authorized person/signatory who can discuss and correspond with the Purchaser, with regard to the obligations under the Contract.

“Bid” shall mean the technical and financial bid submitted by the Bidder along with all documents /credentials/ attachments, formats, etc. in response to this tender document in accordance with the terms and conditions hereof.

“Bidder” shall mean the firm who submitted the response in accordance with the provisions of this tender document.

“Contract” shall mean the letter of award against bidder’s proposal and all the attached documents listed in the tender document including all amendments / clarifications thereof.

“Contract Price” shall mean the price payable to the Service Provider under the Work Order for the full and proper performance of its contractual obligation.

“Goods” means all the equipment/material/services, which the bidder is required to supply/provide to the tendering authority under the Contract.

“Purchaser/Auditee Organization” shall mean Office of the Pr. Accountant General (A&E), West Bengal.

“Purchase Order/Work Order” shall mean the order placed on the Service Provider by the Purchaser under his signature or his authorized representative including all attachments and Appendices thereto and all documents incorporated by reference therein.

“Services/Work” shall mean requirements defined in this Tender Document including all necessary and additional services associated thereto to be delivered by the bidder.

“Auditor” shall mean the successful bidder to whom the work order for the security audit to be awarded.

“Selected Bidder or Successful Bidder” shall mean the eligible and substantially responsive Bidder who will be selected for the work based on bids submitted in respect of this tender document.

Section - 3

INSTRUCTIONS TO BIDDERS

3.1 One Proposal per Bidder

Each bidder shall submit only one set of Proposal. If a bidder submits more than one Proposal, the Proposals shall be rejected straightway.

3.2 Cost of the Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, Presentations including travel cost incurred, etc. The purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3.3 Minimum Pre- Qualifying / Eligibility Criteria

The bidder(s) should fulfil the following minimum Pre- Qualifying / Eligibility Criteria:

Sl No.	Minimum Eligibility Criteria	Supporting Documents to be submitted
1.	The bidder should be registered under Companies Act, 1956 or respective Department of the State Govt.	Copy of Company Registration Certificate/ Certificate of Incorporation /Trade License.
2.	The bidder shall have valid PAN Card and GST Registration certificate.	(a) Copy of PAN Card. (b) Copy of GST registration certificate.
3.	The bidder must be a Cert-In Empanelled firm.	Copy of relevant Certificate
4.	The bidder should have submitted the valid Earnest Money Deposit (EMD) in the form of Demand Draft issued by Nationalised/ Scheduled Bank.	Demand Draft in Original
5.	The bidder should not be blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	Self-declaration certificate.

3.4. Pre-bid Meeting

The pre-bid meeting shall be held in the office of Purchaser on the scheduled date & time given above. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of Pre-bid meeting is to clarify the issues raised by bidders.

The queries/ clarifications shall be submitted in the format as provided in **Section-6, Format-II** of the tender. Each Bidder shall send only one e-mail containing the Pre-Bid Queries. In case of more than one e-mail only the queries provided in the first e-mail shall

be considered.

The purchaser reserves the right to change the time and venue of the Pre-Bid Meeting. The purpose of the Pre-bid meetings is also to explain the conceptualization of the project, its salient features, bidding terms and conditions and such other details as the purchaser may wish to communicate.

3.5. Procedure for Submission of Bid

In order to participate in the bidding process, bidders shall follow the procedure described below for submitting their bids. Failure to do so may result in the bid being rejected at the examination stage as nonresponsive.

The entire tendering process will be completed end to end through e-Procurement Portal of Central Public Procurement portal (CPPP), Govt. of India. Bids submitted offline will not be taken into consideration at all.

The entire proposal is to be submitted in Four Covers, i.e EMD, Pre-Qualification, Technical and Financial separately in the following manner:

Cover - I - EMD – Scanned Copies of the EMD submitted.

However, the original Earnest Money Deposit (EMD) as mentioned in para 3.7 is to reach at the office of the Purchaser before the last date & time of submission of the bids.

Cover - II –Pre-Qualification

The Prequalification Cover shall contain the following documents:

- (a) **Bid Application Form on the letter head of the bidder** as per format provided in Section 6 – Format-I of this tender document.
- (b) **Documents related to Minimum Pre-Qualification/Eligibility Criteria** as listed in Section 6 – Annexure-B related to General Eligibility, technical competence and experience of the bidder(s).
- (c) **Contact Details** as per format provided in Section 6 – Annexure-C of this tender document

Cover - III –Technical

The detailed Technical Proposal as per Guidelines provided in Section 6 - Annexure-A of the tender.

Cover - IV – Financial

The Financial bid in accordance with the prescribed BOQ format only. The BOQ format has been uploaded along with the tender.

3.6 Validity of the Response to Tender Document

The Bidder shall submit the response to tender document which shall remain valid up to **Three months** from the date of opening of tender (“Bid Validity”).

3.7 Bid Security / EMD (Earnest Money Deposit):

(a) The Bidders are requested to submit their bid documents along with Earnest Money Deposit of ₹4,000/- (**Rupees Four Thousand only**) in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank in favour of “**PAO (Audit), O/o the Pr. Accountant General (A&E), WB**” payable at '**Kolkata**'. **Bids submitted without valid EMD will summarily be rejected.**

(b) *The eligible bidders will be provided with the Exemption in depositing the Earnest Money Deposit (EMD) as per existing rules issued by the Govt. of India from time to time.*

- (c) The original Earnest Money Deposit (EMD) is to reach at the office of the Purchaser on or before the last date & time of submission of the bids.
- (d) EMD in original not received by this office with in the last date & time of submission of the bids will be considered as Bid submitted without EMD and will be rejected.
- (e) EMDs of all the unsuccessful Bidders will be returned after the Work Order is issued to successful Bidder.
- (f) The EMD amount of the successful Bidder will be released only after submission of the Performance Guarantee @ 3% of the total value of Work Order.
- (g) The Bid security (EMD) will be forfeited, if the Successful Bidder withdraws his bid within the bid validity period of 3 months specified in the tender documents.
- (h) The Bid security (EMD) will be forfeited, if any Bidder withdraws his bid at any stage during the tender evaluation process.

3.8 Bid Price

- (a) **The price quoted shall be on a fixed price basis and shall include Goods and Services Tax (GST) and all costs, charges, taxes and duties as applicable for the services.** All other charges, duties and other outgoings, whatsoever of every description shall be paid by the bidder. **No price variation on any account shall be considered.**
- (b) It is mandatory for all the bidders to quote in the prescribed BOQ format only. The BOQ format has been uploaded along with the tender.
- (c) If the rates received are considered abnormally low or unreasonably high, the purchaser reserves its right to reject any or all Bids; abandon/cancel the Tender process and issue another tender for the identical or similar Services.
- (d) An Abnormally Low bid is the one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analysis of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analysis, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

3.9 Opening of Bids and Evaluation:

Evaluation of the Proposals will be done in four stages, i.e. EMD submission, Pre-Qualification, Technical & Financial:

- (a) Bids received without valid EMD will not be considered for evaluation.
- (b) The Pre-qualification criteria of the bidders will be evaluated for qualifying for the next stage.
- (c) The Technical Proposals of only those bidders will be evaluated who meet the minimum pre-qualification criteria.
- (d) The Bidders who qualify in the Technical Evaluation will be considered for opening of their Financial Bids.

3.10 Evaluation of Minimum Pre- Qualifying / Eligibility Criteria

- (a) For the evaluation of Minimum Pre-Qualifying / Eligibility Criteria, the documents furnished by the Bidder will be examined to check if all the eligibility requirements mentioned in the **para 3.3** are fulfilled and furnished in accordance with the formats provided in the tender.
- (b) Proposal not meeting the pre-qualification criteria shall be rejected and will not be considered further.

3.11 Evaluation of Technical Bids:

(a) The Tender/Purchase Committee, appointed by the Purchaser shall evaluate the technical bids. The bidders are expected to reply to all the queries raised by the Tender/Purchase Committee.

(b) The Tender/Purchase Committee shall accept only written clarifications from the bidders in acceptable format. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

3.12 Award of Contract:

(a) The Purchaser will issue an Award Of Contract (Work Order) to the successful bidder whose bid has been determined to be substantially responsive and accepted by this office.

3.13 PURCHASER's Right to accept any bid, reject any or all bids

Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without any obligation thereby to incur any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for Purchaser's action.

3.14 Sub-Contract:

Neither the contract nor any right granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder/s, and any such attempt to sell, lease, assignment or otherwise transfer shall be void and of no effect. The bidder/s shall not permit anyone other than its personnel to perform any of the work, service or other performance required by the bidder under the contract.

3.15 Canvassing:

No bidder is permitted to canvass on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

Section - 4

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

4.2 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or by fax/ email and confirmed in writing to the address specified for that purpose in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.3 Backup Support

Bidder shall ensure appropriate backup is available in case his engineers/ professionals deployed on the job go on leave or resign from service.

4.4 No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against Purchaser under or by virtue of or arising out of this contract, nor shall Purchaser entertain or consider any such claim, if made by the bidder after he has signed a "No Claim" certificate in favour of Purchaser in such form as shall be required by Purchaser after the works are finally accepted.

4.5 Confidentiality

The bidder understands and agrees that all materials and information marked and identified by Purchaser as 'Confidential' are valuable assets of Purchaser and are to be considered Purchaser's proprietary information and property. Nothing contained in this contract shall limit the bidder from providing similar services to any third parties or reusing the skills, knowhow, and experience gained by its employees in providing the services contemplated under this contract.

4.6 Payment Terms:

- (a) No advance payment or payment for the period of technical study/requirement analysis shall be considered.
- (b) 100% payment will be made after completion of Security Audit of the website and submission of the Audit Certificate in the prescribed form and acceptance of the same by National Informatics Centre (NIC) subject to submission of requisite Performance Bank Guarantee.
- (c) Invoice in triplicate duly receipted by the selected bidder is to be submitted for making necessary payment.
- (d) The payment will be made through e-Payment. The selected bidder has to submit the filled in ECS Mandate form at the time of submission of the invoice.

4.7 Deduction

Payments, as envisaged in section 4.6 shall be subject to deductions towards any tax (such as tax deducted at source) or duty or cess of any amount, for which the bidders is liable as per law under the agreement against this tender.

4.8. Performance Security/ Performance Bank Guarantee (PBG):

(a) Performance Guarantee @ **3%** of total value of the work order to be deposited with this office in the form of Bank Guarantee or Demand Draft drawn on any Nationalised/Scheduled Bank in favour of “**PAO (Audit), O/o the Pr. Accountant General (A&E), WB**” payable at ‘**Kolkata**’. **The Performance Security should cover the contractual period plus 60 days.**

(b) Performance security shall be forfeited by the Purchaser in the event of failure on the part of selected bidder to complete its obligations under the Contract or breach of contract conditions.

(c) The Performance Bank Guarantee will be returned to the selected bidder without any interest on satisfactory performance and on fulfillment of contractual obligations for the complete terms of the contract.

4.9 Signing of Non-Disclosure Agreement:

(a) The selected bidder has to sign a formal **Non-Disclosure Agreement** with the Auditee Organization within 10 days from the date of issue of Letter of Acceptance, before commencement of any checking/testing of the web application.

(b) Non-fulfillment of the condition of executing a Non-Disclosure Agreement by the selected bidder, if sought for, would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit.

4.10 Penalty for delay in Completion of Work:

(a) The time schedule for completion of work, installation etc. is to be strictly adhered to for implementation of the project, as time is essence of the contract.

(b) Any unjustified and unacceptable delay in completion of the work beyond the delivery schedule as mentioned in Section-5, para 5.6 of the tender shall render the selected bidder liable to pay for liquidated damages at the rate of **0.5% (half percent)** of the total value of the work order per week subject to a **maximum of five weeks** which will be recovered from the final bill to be paid. Thereafter this office holds the right to cancel the Work Order entirely invoking forfeiture of the EMD and/or Performance Security of the selected bidder as found appropriate.

(c) Regarding whether the delay in completion of the work has taken place on account of reasons attributable to the selected bidder or not, the decision of the Purchaser shall be final.

4.11 Force Majeure:

During Force Majeure i.e. Acts of God, war, floods, riot, earthquake, general strike, lock outs, epidemics, civil commotions, the selected bidder shall inform the Purchaser immediately and provide their best possible service in given circumstances, and resume services as soon as possible after force majeure ceases.

4.12 Cancellation of Contract

The Purchaser reserves the right to cancel the contract of the selected bidder and suitable legal action may be undertaken by the Purchaser along-with forfeiture of EMD and/or encashment of Performance Security as deemed appropriate on the following circumstances:

(a) The selected bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.

(b) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

(c) The selected bidder goes into liquidation voluntarily or otherwise during the execution of contract.

(d) The progress regarding execution of the contract made by the selected bidder is found to be unsatisfactory.

(e) The selected bidder is found incompetent to carry out the work as per requirement of this office.

4.13 Termination for Default:

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the selected bidder, terminate the contract in whole or in part if the selected bidder fails to deliver any or all the services within the time period specified in the contract, or any extension thereof granted by Purchaser, or if the selected bidder fails to perform any other obligation(s) under the contract. In the event Purchaser terminates the contract in whole or in part, pursuant to this clause, Purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the selected bidder shall be liable to Purchaser for any excess costs for such similar services. However, the selected bidder shall continue performance of the contract to the extent not terminated.

4.14 Jurisdiction of courts in case of dispute

These terms and conditions and this contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of bid has been received, i.e., Kolkata. Courts of Kolkata shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/ contract.

4.15 Arbitration

In the event of any dispute or differences between the Service Provider or selected bidder and the Purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in any manner

(a) the construction or interpretation of terms and conditions of this contract

(b) the respective rights and liabilities of the parties hereto there under

(c) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give written notice to the other of the same, and such dispute or difference shall be and hereby referred to the arbitration of such person as the office of the Pr. Accountant General (A&E), West Bengal, may nominate and the decision of such arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration and Conciliation Act, 1996 shall apply.

Section – 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1. Scope of Works:

The detailed Scope of Works given below. All the parts of the works shall be taken up by the Service Provider simultaneously.

5.1.1. **Location and url of the Website:** The website of Auditee Organisation is accessible through <https://agwb.cag.gov.in> . The website is hosted on NIC Cloud Server.

5.1.2. **Technical Details of the Application is as follows:**

Sl No.	Parameters/Information about the Website	Description
1.	Web application Name & URL	https://agwb.cag.gov.in
2.	Operating system details (i.e. windows-2003, Linux, AIX, Solaris etc.,)	Linux (Cent OS 7.5)
3.	Application Server with Version (i.e. IIS 5.0. Apache, Tomcat, etc.)	Apache
4.	Front end Tool [Server-side Scripts] (i.e. ASP, Asp.NET, JSP, PHP, etc.)	PHP
5.	Back end Database (MS-SQL Server, PostgreSQL, Oracle, etc.)	My SQL
6.	Authorization No. of roles & types of privileges for the different roles	Admin for content management, Users for Data uploading
7.	Whether the site contains any Content Management Module (CMS)	Can be checked after login
8.	No of input forms	Can be checked after login
9.	No. (Approximate) of input Fields	Can be checked after login
10.	No. of login modules	1
11.	Is there any payment gateway?	No
12.	Number of Web Services, if any	No

5.1.3. The Auditor is expected to carry out an assessment of the vulnerabilities, threats and risks that may exist in the above 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 website.

5.1.4. The website audit should be done by using Industry Standards and as per the latest Open Web Application Security Project (OWASP) methodology.

5.1.5. During Security Audit, if any lapse is found, the same shall be reported by the Auditor to the Auditee Organization to make the application/portal fully secured for hosting

on NIC server.

5.1.6. The audit of the application/portal should be conducted in conformity with NIC audit guidelines. After successful security audit of the website, the security audit report from the Auditor should clearly state that all web pages along with respective linked data files (in pdf / doc / xls etc. formats), all scripts and image files are free from any vulnerability or malicious code, which could be exploited to compromise and gain unauthorized access with escalated privileges into the webserver system hosting the said website.

5.2. Audit Environment:

The website of the auditee at url: <https://agwb.cag.gov.in> should be audited on the system provided by Auditee Organization. Supply / installation of auditing / testing tools, if any, for the audit purpose will be liability of the auditor.

5.3. Responsibilities of Selected Auditor:

The Selected Auditor will conduct security Audit for the Website of the Auditee as under:

- (a). Verify possible vulnerable services, only with explicit written permission from the Auditee.
- (b) Notify the auditee whenever there is any change in auditing plan /source test venue / high risk findings or any occurrence of testing problem.
- (c) Responsible for documentation and reporting requirements for the audit.
- (d) **Task-1: Web Security Audit/Assessment.**
- (e) **Task-2: Re-audit based on recommendation report of Task-1.**
- (f) On successful security audit, furnish certificate for the website as per NIC norms stating that the application/ website is safe for hosting on the NIC server.

5.4. Audit report

The Auditor shall submit a report indicating about the vulnerabilities as per OWASP and recommendations for action after completion of Task-1. The final formal IT security Audit Report should be submitted by the Auditor after the completion of all the tasks of Audit. The reports should contain:

- (a) Identification of auditee (address & contact information).
- (b) Dates and locations(s) of audit (Task-1 and Task-2)
- (c) Terms of reference (as agreed between the auditee and auditor), including the standard for audit, if any.
- (d) Audit Plan.
- (e) Explicit reference to key auditee organization documents (by date or version) including policy and procedure documents, if any.
- (f) Additional mandatory or voluntary standards or regulations applicable to the auditee.
- (g) Summary of audit findings including identification tests, tools used, and results of tests performed.
- (h) Analysis of vulnerabilities and issues of concern.
- (i) Recommendations for action.
- (j) Personnel involved in the audit, including identification of any trainees. In addition to this, reports should include all unknowns clearly marked as unknowns.

5.5. Responsibility of Auditee

- (a) The auditor will submit the vulnerability report to auditee who will be responsible to remove vulnerabilities if any, which are identified by the auditor. After removing the

vulnerabilities, auditee will send confirmation to the auditor stating that the vulnerabilities have been removed as mentioned by the auditor.

(b) The second round of audit shall be conducted by the auditor after removal of such vulnerabilities by auditee.

(c) Auditee will refrain from carrying out any unusual or major changes during auditing / testing. If necessary, for privileged testing, the auditee can provide necessary access to the Auditor as mentioned in the clause 'Audit Environment' above.

5.6. Delivery Schedule: The Auditor shall start the work within **one week** from the date of receipt of the work order and the entire work shall have to be delivered, installed/executed within a period of **30 days** from the date of acceptance of the Work Order. No request for the enhancement in price or extension of time schedule for successful completion of the work or installation would be entertained.

5.7. Deliverables and Audit Reports:

The auditor will be required to submit the following documents in printed format (2 copies each) after the audit of above-mentioned web application:

(a) A detailed report with security status and discovered vulnerabilities weakness and misconfigurations with associated risk levels and recommended actions for risk mitigations.

(b) Summary and detailed reports on security risk, vulnerabilities and audit with the necessary counter measures and recommended corrective actions to be undertaken by Auditee.

(c) The final security audit certificate for and should be in compliance with the NIC standards.

(d) All deliverables shall be in English language and in A4 size format.

(e) The Auditor will be required to submit the deliverables as per terms and conditions of this document.

5.8 Boarding and lodging: No travelling allowances, lodging, etc., will be provided by this office.

Section 6
ANNEXURES AND FORMATS

Annexure-A**Guidelines for Technical Proposal**

Technical Proposal should comprise the following:

- 1) A printed Bid Application Form as per Format-1, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not, otherwise, edit the content of the proposal cover letter.
- 2) The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this tender. It should articulate in detail, as to how the bidder's technical solution meets the requirements specified in the tender. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
- 3) Proposals must be direct, concise, and complete. All information not directly relevant to this tender should be omitted. Purchaser will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this tender.
- 4) The bidder must address the following in their project implementation strategy:
 - (a) A detailed Audit Schedule and milestone chart.
 - (b) Auditing / testing tools proposed to be used.
 - (c) Bidder's plan to address the issues associated with the audit.

Annexure-B**Minimum Pre- Qualifying / Eligibility Criteria**

Sl No.	Minimum Eligibility Criteria	Supporting Documents to be submitted
1.	The bidder should be registered under Companies Act, 1956 or respective Department of the State Govt.	Copy of Company Registration Certificate/ Certificate of Incorporation /Trade License.
2.	The bidder shall have valid PAN Card and GST Registration certificate.	(a) Copy of PAN Card. (b) Copy of GST registration certificate.
3.	The bidder must be a Cert-In Empanelled firm.	Copy of relevant Certificate
4.	The bidder should have submitted the valid Earnest Money Deposit (EMD) in the form of Demand Draft issued by Nationalised/ Scheduled Bank.	Demand Draft in Original
5.	The bidder should not be blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	Self-declaration certificate.

Place:

Date:

Authorised Signatory
(For and on behalf of the Bidder)

Annexure-C**CONTACT DETAILS**

1	Name of the Bidder/Firm/Company	
2	Name of the contact person	
3	Mobile/telephone number of contact person as above.	
4	Full Postal address for communication	
5	E-mail address for communication	

Place:

Date:

Authorised Signatory
(For and on behalf of the Bidder with Office Seal)

FORMAT-I

(Bid Application Form)

(The Bid Application Form should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.: _____

Fax: _____

E-mail address: _____

To

The Deputy Accountant General (A/cs & VLC) & ITSM,

Office of the Pr. Accountant General (A&E), West Bengal,

Treasury Buildings,

2- Government Place (West),

Kolkata – 700 001

Sub: Response to Tender No..... dated.....for
“Security Audit of Website by Cert-In empaneled Agencies”

Dear Sir,

We, the undersigned *[insert name of the Bidder]* having read, examined and understood in detail, the tender document, hereby submit our response to tender document in connection with the Security Audit of Website by Cert-In empaneled Agencies.

The details of Earnest Money Deposit submitted:

Tender No.	
EMD submitted	YES / NO (Please strike off whichever is not applicable)
Amount	
Demand Draft Details:	
DD No.	
Date of Issue	
Name of the Bank	
Bank Address	

CERTIFICATE AND DECLARATION

(a) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

(b) We confirm that in response to the aforesaid tender document, we have not submitted more than one response to tender document including this response.

(c) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that the Purchaser is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.

(d) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, the Purchaser is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

(e) I/We assure the ***Purchaser*** that neither I/We, nor any of my /our workers, will do any act which is improper / illegal and will indulge in any such acts during the execution in case the tender is awarded to us.

(f) I/We assure the ***Purchaser*** that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.

(g) Our Firm / Company / Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.

(h) I/We certify that, I have understood all the terms & conditions, as indicated in enquiry of the tender document, and hereby give our unconditional acceptance to the same.

(i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the competent authority for providing the requisite services.

Yours faithfully,

(Name, Designation and Signature of Authorized Person with Office Seal)

FORMAT-II

(Format for queries / clarifications for the Pre Bid Meeting)

Bidders requiring specific points of clarification may communicate with the Purchaser during the specific period using the following format:

Tender No.

Name of Project: **Security Audit of Website by Cert-In empaneled Agencies**

Name of the Bidder -

Contact No. & Address of the Bidder –

Name of the persons (maximum two) authorised to attend the Pre Bid Meeting-

Sl No.	Section No.	Para No.	Page No.	Query

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries / clarifications for the Pre Bid Meeting are to be sent through e-Mail to paramanikd.wbl.ae@cag.gov.in with in the specified time and date as mentioned in the tender.