

RFP NO: DGSE/MIS/2018-19/01

Director General School Education, Punjab

Request for Proposal (RFP)

For

***Selection of Agency for conducting security audit of Department of
School Education websites***

O/o Director General School Education

5th Floor, Vidya Bhawan, Block-E
Phase-8, S.A.S. Nagar (Mohali)
Contact No. – 0172-521332, 5212318

Email: rajvir@punjabeducation.gov.in

Contents

Document Control Sheet 3

Section 1 4

Invitation of Bid 4

Section 1: Introduction 4

Section 2: Instruction to Bidders and General Contract Conditions 4

2.1 Information & Instructions for e-Tendering 4

2.2 General Bid Conditions 5

2.3 Validity of Bids 5

2.4 Deviations 5

2.5 Pre Bid Meeting & Clarifications 6

2.6 Clarification and Amendments of Bid Document 6

2.7 Earnest Money Deposit (EMD) 7

2.8 Preparation of Bid 7

2.9 Eligibility Criteria 8

2.10 Submission of Bids 8

2.11 Bid Prices 8

2.12 Work Period 8

2.13 Penalty 9

2.14 Schedule of Payment 9

2.15 Taxes and Duties 9

2.16 Use of Contract Documents and Information 9

2.17 Termination for Convenience 9

2.18 Confidentiality 10

2.19 Arbitration 10

Section 3: Scope of Work 11

3.1 Introduction 11

Performa 1 12

Performa 2 12

Performa 3 13

Performa 4 15

Performa 5 16

Performa 6 17

Performa 7 18

Document Control Sheet

S.No.	Particular	Details
1.	Document Reference Number	BID NO: DGSE/MIS/2018-19/01
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	Kindly refer e-tender portal- i.e https://eproc.punjab.gov.in
3.	Last Date and Time for submission of Queries	
4.	Date and Time for Pre-Bid Meeting	
5.	Last date and time for submission of bids	
6.	Date and time of opening of Technical bids	
7.	Date of Opening of Commercial bids	
8.	Address for Communication	
9.	Location of tender document	Tender document can be downloaded from the website https://eproc.punjab.gov.in & www.ssapunjab.org
10.	Cost of RFP document & Mode of Payment	Rs. 500/- (Rs. Five Thousand Only) through online mode.
11.	Earnest Money Deposit (EMD)	Rs. 10,000/- (Rs. Ten Thousand only)
12.	Contact details	E-mail: rajvir@punjabeducation.gov.in

Section 1

Invitation of Bid

Section 1: Introduction

Department of School Education, Govt. of Punjab is managing three web portals

1. www.epunjabschool.gov.in
2. scert.epunjabschool.gov.in
3. myoffice.ssapunjab.org

All three web portals have been developed in-house by the department technical team. Interested agencies having experience of Security Audit of web applications and must be empanelled by CERT-IN organization) may submit their tenders on <https://eproc.punjab.gov.in>.

Section 2: Instruction to Bidders and General Contract Conditions

2.1 Information & Instructions for e-Tendering

- a) Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode. Interested bidders can purchase the tender document online from website.
- b) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal i.e (<https://eproc.punjab.gov.in>).. The intending bidder will require valid digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website). For any clarification/difficulty regarding e-tendering process, please contact on 0172-2970263, 0172-2970284.
- c) Documents must be scanned and uploaded to the e-tendering website within the period of tender submission. Bidders / Contractors shall attach scanned copies of all the papers, i.e. Earnest Money deposited, Tender Form Cost, Processing Fee & the certificates as required in Eligibility criteria.
- d) The bidders are hereby informed not to close/suspend their Bank Accounts, from which the EMD/Tender Fee/Processing Fee is being paid for respective Tender. In case of any refund issue relating to the respective tender, the Department would not be liable or responsible in anyway.
- e) The bidders using Net Banking Service of banks other than SBI are advised to submit their EMD and other fees (if any) in advance at least (3) three working days prior to the last date of submission of the Bid.

- f) Corrigendum / Addendum / Corrections, if any will be published on the website only.
- g) If the date of opening of tender happens to be a holiday then the tender will be opened on the next working day at same time
- h) Tender documents shall be opened only for those bidders, whose Earnest Money Deposit, Cost of Tender Document and Tender Processing Fee are found in order.

2.2 General Bid Conditions

- a) This Tender document is not transferable. Only bidder, in whose name this tender document has been purchased shall submit the bid.
- b) DGSE reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof. No dispute of any kind can be raised against the rights of DGSE in any court of law or elsewhere. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation committee. Conditional bid shall be rejected straight way.
- c) Tender Evaluation Committee reserves the right not to accept the Lower Price bid without assigning any reason whatsoever and the bidder will not challenge such decision on any forum what so ever.
- d) DGSE shall not entertain any correspondence with any bidder in relation to the acceptance or rejection of any proposal.
- e) DGSE may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of the Society and bidders previously fixed deadline shall deemed to be the extended with same terms & conditions applicable.
- f) This Tender Document does not constitute an offer by DGSE. The bidder's participation in this process may result in DGSE selecting the bidder to engage towards execution of the contract.
- g) Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.

2.3 Validity of Bids

- a) Bids shall remain valid for a period of 90 (Ninety) days (including holidays) from the date of opening of Commercial Bid. The DGSE reserves right to reject a bid valid for a shorter period as non- responsive and invalid.

2.4 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive/invalid & liable to be rejected. No deviation(s) / assumption(s) / recommendation(s) or alteration shall be

allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned authorized persons so that all clarifications and assumptions are clarified before bid submission

2.5 Pre Bid Meeting & Clarifications

- a) DGSE shall convene a pre-bid meeting as prescribed in document control sheet to address any Tender Document related queries.
- b) The bidders should send their queries through email id "rajvir@punjabeducation.gov.in" before the date as prescribed in e-tender portal.
- c) The prospective bidder or its official representative/s (maximum 2) is/are invited to attend the pre- bid meeting.
- d) The queries shall be accepted only in the following format:

S.No	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification
1.			
2.			

- e) Any requests for clarifications post the indicated date and time shall not be entertained by the DGSE.
- f) DGSE shall endeavour to upload the queries and response on e-tender portal. However, DGSE reserve the right not to respond any question or provide any clarification, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring DGSE to respond to any query/clarification of any bidder.

2.6 Clarification and Amendments of Bid Document

- a) At any time up to the last date for receipt of bids, DGSE may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment/necessary submission.
- b) The amendment will be notified through the website and no separate communication either in writing or through email will be made with any bidder. All addendum thus issued shall be deemed to be part of the RFP.
- c) In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.
- d) Any verbal clarification/information given by any employee of DGSE shall not be binding on DGSE.

2.7 Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the Pre-qualification Bid cum Technical bid, an Earnest Money Deposit (EMD) as mentioned in document control sheet.
- b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- c) EMD of successful bidder will be refunded after the submission of audit certificate.
- d) The EMD lying with the DGSE in respect of other tender/ Tender Document/ RFP/ Expression of Interest etc. awaiting approval or rejected or on account of contracts being completed, will not be adjusted towards EMD for this Tender Document.
- e) The Earnest Money will be forfeited on account of any of the following reason:-
 - i. Bidder withdraws its Bid during the validity period specified in Tender Document.
 - ii. Bidder does not respond to requests for clarification of its bid.
 - iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

2.8 Preparation of Bid

- a) The bid shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract. The authorization shall be indicated by written power of attorney/Board resolution and shall accompany the Bid.
- b) No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- c) The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by DGSE to facilitate the evaluation process, in negotiating a definitive bidder and all such activities related to the bid process. DGSE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- d) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.

2.9 Eligibility Criteria

S.No	Requirement
1	Bidder should be must be an empanelled auditor of CERT-IN, having an empanelment certificate.
2	The bidder must have successfully completed minimum two (2) Security Audits of any Organizations during last three years. Copy of work order and completion certificate shall be attached
3	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / PSU for any reason.
4	The Bidder must have valid GST number.

2.10 Submission of Bids

Bidders shall submit their bids as per checklist specified in **Performa 1 & 2** through e-Tendering website on or before the last date and time for submission of bids as per Document control sheet. Bids are to be submitted online and in two parts:

- (i) Technical Bid
- (ii) Commercial Bid

2.11 Bid Prices

- a) Bidders shall submit the commercial bid as per bid format.
- b) The prices shall be in Indian Rupees (F.O.R destination) and should be all inclusive of Taxes, GST, duties Transportation, Transit Insurance, Out of Pocket Expenses (OPE) and license fees.
- c) Commercial/Price bid will be evaluated on total commercial bid value for selecting L-1 bidder.
- d) Least cost commercial proposal will be designated as L1. In case, there are two or more bidders having the same 'L1' price in the Commercial bid then those bidders having same L1 will be asked to re-submit commercial bid in sealed envelope within specified time period, which shall be communicated to bidders.

2.12 Work Period

- a) The completion of the work shall not take more than 20 days from the date of issue of Work Order. Period which covers from commencement of initial audit of identified security vulnerabilities along with remedial

solutions/recommendations, fixing those vulnerabilities by department to the issuance of final security audit certificate by the auditing firm.

2.13 Penalty

For Delay - In the event of delay in completion of audit, specified above, the bidder shall be liable to pay a penalty @ 1% of the total bid price will be charged per week (or part of a week) subject to a maximum of 10% (Ten percent) of the order value which may further lead to termination of contract after 10 weeks.

2.14 Schedule of Payment

- a) Total payment will be made after the completion of work.
- b) No advance payment shall be made.

2.15 Taxes and Duties

The bidder shall be entirely responsible for all taxes including GST, service tax, entry tax, duties, and license fees etc. In the event of any increase or decrease in GST due to any statutory notification(s) at the time of first invoice/bill, the consequential effect shall be to the bidder..

2.16 Use of Contract Documents and Information

- a) The auditor shall not, without the client's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of client in connection therewith to any person other than a person employed by the auditor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b) The auditor shall not use any document or information without the Client's prior written consent.
- c) Any document other than the contract itself shall remain the property of the client and shall be returned (in all copies) to the client on completion of the auditor's performance under the contract if so required by the client.

2.17 Termination for Convenience

DGSE reserves the right to terminate, by prior written notice, the whole or part of the contract at any time for its convenience. The notice of termination shall specify that termination is for the End customer's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

2.18 Confidentiality

The auditor and its personnel shall not, either during the term of this contract, disclose any proprietary or confidential information relating to the Services, contract or the client's business or operations without the prior written consent of the client.

2.19 Arbitration

In case of dispute arising out of this agreement, Director General School Education shall nominate the arbitrator to settle the dispute arising out of this contract, whose decision shall be final and binding on both the parties. The cost of such arbitration shall be borne by the auditor.

Section 3: Scope of Work

3.1 Introduction

a) Department of School Education, Govt. of Punjab is managing three web portals

1. www.epunjabschool.gov.in,

2. scert.epunjabschool.gov.in

3. myoffice.ssapunjab.org.

All three web portals have been developed in-house by the department technical team.

b) Primary objective of the security audit exercise is to identify major vulnerabilities of the above-mentioned websites from internal and external threats.

c) The audit of the websites should be conducted in conformity with IT audit guidelines.

d) The auditor will be responsible for re-audit based on recommendation in first audit report without any extra cost.

e) The final security audit certificate for the web based applications should be in compliance with the IT standards of Govt. of India.

Performa 1
TECHNICAL BID CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED

S.No	Eligibility Criteria	Required Document	Compliance (Yes/No)	Page No.
1	Bid Proposal sheet duly filled in, signed and complete in all respects.	Performa 3		
2	Qualifying data duly filled in as per relevant Performa provided in the bid proposal that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted.	Performa 4		
3	Power of attorney (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	Performa 5		
4	Bidder should be must be an empanelled auditor of CERT-IN, having an empanelment certificate.	Copy of Certificate		
5	The bidder must have successfully completed minimum two (2) Security Audits in any Organizations during last three years. Copy of work order and completion certificate shall be attached	Performa 6 and completion certificate		
6	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / PSU for any reason.	Performa 7		
7	The Bidder must have valid GST number.	Copy of GST		

Performa 2
PRICE SCHEDULE

Sr. No.	Name of Item	Total cost	GST (if any)	Total cost on (inclusive of all taxes)
	A	B	C	(B+C)
1.	Work for Conducting Security Audit of three websites of Department of School Education			

Performa 3

BID PROPOSAL SHEET

Bidder's Proposal Reference No. & Date :

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No. Fax No:

To:

**Director General School Education, Punjab
5th Floor, Block- E, Vidhya Bhawan, Phase-8,
Mohali**

Subject: Work for conducting security audit of Department of School Websites.

Dear Sir,

1.0 I undersigned Bidder, have read and examined in detail of all bidding documents in respect of conducting security audit and do hereby propose to provide services for security audit as specified in the bidding document.

2.0 PRICE AND VALIDITY

2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 days from the last date of submission of bids.

2.2 In exceptional circumstances, the DGSE may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder accepting the request will not be permitted to modify its Bid. The bid security shall also be suitably extended.

2.3 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

2.4 We have studied the Clauses relating to valid Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

3.0 EARNEST MONEY

We have submitted the required earnest money through _____ mode. It is liable to be forfeited in accordance with the provisions of bid document.

4.0 DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the fine tuned Technical specifications. Further we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviations Performa, shall not be given effect to.

5.0 BID PRICING

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

6.0 QUALIFYING DATA

We confirm having submitted in qualifying data as required by you in your bid document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

7.0 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

8.0 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

9.0 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Place:

Designation:

Business Address:

Seal

Performa 4

(Bidders are required to submit on their letterhead)

PARTICULARS OF BIDDER

Detail of Bidder			
Name			
Address			
Country of incorporation			
Year of establishment			
CERT-In Registration Number <i>(copy of CERT-In empanelment certificate to be submitted)</i>			
GST Number			
Telephone		Fax	
E-mail			
Details of Authorized Person, who will serve as the point of contact for the Smart Classroom Project.			
Name			
Designation			
Address			
Telephone		Fax	
E-mail			

As of the date, the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Authorized Signatory for signing the bid:

Signature _____

Name _____

Designation _____

Address _____

Company _____

Date _____

Company Seal

Performa 5

Special Power Of Attorney

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DO hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender _____ for selection of Bidder for <<project name>> and all affairs ancillary or incidental thereto.

2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>>dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>><<month>>,<<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of company>>

Performa 6

Prior Experience

Using the format below, provide information in respect of work done of similar nature executed by the company

S.No	Particulars	Details of first Order	Details of Second Order
	Details of client along with address, telephone		
	Contract no. & date		
	Order Value(Rs. Lacs)		
	Work / Job description		
	Date of order issued		
	Date of completion		

I hereby declare that the above information is true to best of my knowledge.

(Signature of Authorized person)

Date:

Place:

Performa 7

Affidavit of Self Declaration

(Bidders are required to submit the declaration on their letterhead)

**To,
Director General School Education,
5th Floor, Block-E, Vidya Bhawan,
Phase-8, Mohali.**

Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.

Dear Sir,

I (Name of the official.....) (Designation.....) hereby declare that my company has not been blacklisted /banned by any Government / Semi Government organizations for any reason. I further certify that I am competent authority in my company has authorized me to make this declaration.

That in the event of any decrease in the quoted rates, we undertake to reduce rates correspondingly from the date the rates have been reduced.

I affirm that the Director General School Education, Punjab is at liberty to take action against me/ the company represented by me, if any information submitted by me as required in RFP document proves to be wrong at any point of time.

Deponent

Verification:

I, the above named deponent do hereby verify, that the contents of the above affidavit are true and correct to the best of my knowledge and belief, no part of it is false.

Deponent