TENDER DOCUMENT

FOR

OPERATION & MAINTENANCE SUPPORT

OF CERT-O WEB PORTAL

RFP Ref No.:OCAC-SEGP-INFRA-0001-2019-ENQ-19028

ocac
Odisha Computer Application Centre

Odisha **C**omputer **A**pplication **C**entre
(Technical Directorate of E & IT Department, Government of Odisha)
N-1/7-D, Acharya Vihar, P.O. - RRL,
Bhubaneswar - 751013
EPBX: 674-2567280 / 2567064 /2567295 / 2567283
Fax: +91-674-2567842
E-mail ID: contact@ocac.in
Website: www.ocac.in

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This Tender is not an agreement and is neither an offer nor invitation by the OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the OCAC, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtains independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Signature & Seal of the Bidder

RFP Reference

RFP Date	20/07/2019
Tender Reference Number	*OCAC-SEGP-INFRA-0001-2019/ENQ/19028*
Title	RFP For Selection of Software Development Firm for development of CERT-O website and operation & maintenance of CMS of CERT-O Website
Availability of Tender Document	www.ocac.in, www.odisha.gov.in
Issuing Department	Odisha Computer Application Centre, Bhubaneswar
Contact Person Details	General Manager Odisha Computer Application Centre (Technical Directorate of E& IT Deptt, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 **Phone Number :** 674-2567280/2567064/2567295/2588283 **Email ID** : gm_ocac@ocac.in,contact@ocac.in, sudha.mohanty@ocac.in

Bid Process Schedule

#	Event	Date	Venue
1.	Date of Publication	20/07/2019	OCAC Website(www.ocac.in) &www.odisha.gov.in
2.	Submission of bid documents	13/08/2019 by 2 P.M	OCAC
3.	Opening of Pre-Qualification-Cum-Technical Bid	13/08/2019 At 4 P.M	OCAC
4.	Opening of Financial Bids of Technically qualified bidders	Will be communicated later	OCAC

Bid Costs

1.	**Tender Fees** *(Non-Refundable)*	1000	Payable along with the bid document submission in shape of Bank Draft (Only) in favour of "Odisha Computer Application Center" payable at Bhubaneswar
2.	**Earnest Money Deposit** *(Interest Free & Refundable)*	10,000	Payable along with the bid document submission in shape of Bank Draft or Bank Guarantee (valid of 180 days) in favour of **"Odisha Computer Application Centre"** payable at Bhubaneswar

Contents

Signature & Seal of the Bidder

1. Introduction

The Crisis Management Plan for Countering Cyber Attacks and Cyber Terrorism outlines a framework for dealing with cyber related incidents for a coordinated, multi-disciplinary and broad based approach for rapid identification, information exchange, swift response and remedial actions to mitigate and recover from malicious cyber related incidents impacting critical business functions and processes of the Government of Odisha.

As per the Crisis Management Plan for countering cyber-attacks and cyber terrorism prepared by Government of India, State draw up their own sectoral Crisis Management Plans and implements the same. Since there is lack of adequate expertise in Government/Government Agencies/ it emerged that there is need for setting up an ongoing permanent mechanism which would act as nodal agency for monitoring various cyber security related matters for Government of Odisha/Government Organisations. The state government has therefore felt the necessity for setting up of Computer Emergency Response Team-Odisha (CERT-Odisha or CERT-O) in line with CERT India (CERT-IN) to cater to crisis situations in Cyber Security matters of Government of Odisha.

1.1 Objectives:-

The purpose of the project is to design and develop a user friendly and visually appealing web portal to provide one-stop medium to deliver all information related to the function of CERT-O in Cyber Security. The main objectives are:

1.1.1 Ensure Security Awareness and understanding of Information security and computer security issues among all State Departments/PSUs/ Citizen

1.1.2 To act as a nodal agency to ensure that all government departments/PSU conduct yearly security audits for their web portals/ Applications.

1.1.3 To act as a Nodal agency to receive the vulnerability from different departments/ PSUs and work closely with CERT-In to address these vulnerabilities.

1.1.4 Capacity Building functionality to conduct education, training, research and development.

2. About the RFP

The purpose of this RFP is to identify and select a vendor with a proven track record in providing comprehensive technical services for website maintenance & security. The selected bidder will be providing enhancement and on-going maintenance support for Website of CERT-O. The selected vendor must be capable of providing a high degree of security measures and protocols to maintain the current record of unwanted intrusions and malicious malware. Sealed tenders are invited from reputed organizations for selecting a vendor for a period of four (1 +3) years.

3. Preferred Technology & Standards:

3.1 Technology:

The system should be developed using open source technology as per Ministry of Electronics and Information Technology (MeitY) Guidelines.

3.2 Standards:

The application needs to be compliant with all GOI standards for IT applications, standards notified by GOI, metadata standards, etc. and GoO guidelines for website designing.

4. Features of Web Portal

4.1 General Features of the Web Portal

4.1.1 Display of information both in Odia and English.

4.1.2 The Web Portal should conform to accessibility standards so that it caters to every single citizen irrespective of their disability and the Design of the website as per the WCAG 2.0 level AA compliance to make it disable friendly.

4.1.3 Compatible to the major browser like Chrome, Mozila, Firefox, Internet Explorer, Safari, Opera and etc.

4.1.4 Web portal should be responsive so that it will be compatible to Mobile, Tabs and i-Pad

4.1.5 Open source Database driven website with CMS (Content Management System) and User Management to manage the requirement from Admin Interface by the multiple users.

4.1.6 Ability to use current interactive and social networking mediums such as Facebook, Twitter, etc as well as flexibility to add these types of features in the website at any time later on without any major changes and cost to SI.

4.1.7 The website should be mandatorily security audited by certified empanelled agencies under CERT-IN and certified Audit report should be submitted before the go-live of the portal.

4.1.8 Submission of User Manual to operate the web portal and providing training to all the users nominated by the Department.

4.1.9 Auto SMS/mail to the beneficiaries as awareness about various activities or launching of the schemes.

4.1.10 The developer must ensure that not to violate any copyright/IPR and etc related to images, templates, code, etc.

4.2   Security Features of the Web Portal

The website should have the following security features-

4.2.1   The Web portal should be Free from latest Top 10 vulnerabilities of OWASP.

4.2.2   Captcha to be implemented to prevent password cracking tools.

4.2.3   Protecting against DoS attack targeting application like locking of the application.

4.2.4   Secure mechanism in place for changing the password in lost/forgotten scenario.

4.2.5   Passwords should not be hard-coded in any Web Portal configuration files or stored in plain text. Passwords should be properly hashed to reduce the effectiveness of password cracking.

4.2.6   Audit trail should be enabled on the website/portal, so that the administrator can see the successful and unsuccessful logon, with time, IP attempts on the website.

4.2.7   The Website should be IPv6 compliant from day one.

4.2.8   The Web Portal should be running on SSL, i.e., HTTP request should automatically get redirected to https.

4.2.9   Sufficient security measures shall be developed against vulnerabilities, e.g., hacking / SQL injection-attack.

4.2.10   Website/portal should be able to generate mail Alert and also historical report in the security report viewable to the administrator containing the Time, IP address of attackers, the page under attack, and the parameter under attack with the attack values wherever feasible.

4.2.11   The admin module, up loader module should be in separate folder so that HTTPS can be configured on the functionality that requires login action.

5. Scope of Work

The following functionalities will be incorporated in the web portals. The web portal will have three parts:

5.1 Citizen View

Every citizen can access CERT-O portal and access the general information e.g. circular, known vulnerabilities/Attacks, Remedial measures, etc.

Any citizen having information regarding any vulnerability can share the information by providing Details of Vulnerability   and certain optional data like, Name, Telephone No, Email id, picture, occupation, Captcha. These personal data may be required to felicitate the Contributor at a later stage.

5.2 Department view

System should have the facility to register bugs/Vulnerability/ Incidents by the prospective Departments/ PSUs and create login id for prospective Department/ PSU. (Name, Designation, Mobile No, Captcha & Details of Vulnerability). Action taken against the Complaint should be able to be viewed by the respective Department who has logged the complaint.

System should have the facility for uploading of documents required with complaint if required, and record the date of submission (Format in which document can be uploaded easily)

5.3 Admin View

System should have the following features in the Admin View.

a) User Management

b) Graphical Dashboard View

c) Report Generation

d) Complaint

e) Audit Trail

5.4 Scope of Information

The website covers information for the following heads:

5.4.1 Home

Latest Security Alert & Current Activities will be highlighted

5.4.2 About CERT-O (Menu & Link to Home Menu)

Information will be provided by the Department.

5.4.3 Activities (Menu & Link to Home Menu)

a)   Training

b)   Workshops

c)   Awareness Events

5.4.4 Reporting (Menu and Link to Home Menu**)**

a)   Incident Reporting (Contents how to lodge a Incident & Security Incident Reporting Form)

b)   Vulnerability Reporting (Contents & Reporting of Vulnerability form)

5.4.5 **Advisories** (Menu and Link to Home Menu)

Advisories Year wise

5.4.6 **Tools (Menu)**

a) Security Tools

b) Antivirus Resources (Malware/ Spam ware)

5.4.7 **Knowledge Base** (Menu and Link to Home Menu)

a) Security Tips

b) Presentation

c) News & Events

5.4.8 **Top Contributors along with Details**

5.4.9 **Related Links** (Part of Home Menu)

a) CERT-In

b) NIC-CERT

5.4.10 **Photo Galleries**

5.4.11 **Feedback (**Along with the interface for online feedback submission, this page will also display number of feedback received, Responded and To be responded as on date)

5.4.12 **Registration for Various Departments**

5.4.12.1 System should have the facility to provide registration to Govt Depts., to register their credentials.

5.4.12.2 On Successful registration auto generated message to the Govt Depts.

registered mail id and mobile number about the registration number /ID.

5.4.13 **Contact Us** (Part of Home Menu)

5.5 **Dynamic Contents**

5.5.1 List of Information Security Officers (ISOs)/ Nodal Officers of Departments/Major Institutes

5.5.2 Incident Reporting by Departments/ Public

5.5.3 Vulnerability Reporting by Departments/Public

5.5.4 Posting of Advisory

5.5.5 Incident Analysis & Reporting

5.5.6 Dashboard (Training/ Workshops, Participants)

5.5.7 SMS & Email Integration (For Auto Push emails & SMS)

5.6 Admin - Interface to manage the requirement

Admin will have the following options:

5.6.1 Users
5.6.2 Menus
5.6.3 Content Management
5.6.4 Banner Management
5.6.5 Photo Galleries
5.6.6 Dashboard View
5.6.7 Functional Modules Management
5.6.8 Feedback
5.6.9 Manage FAQs
5.6.10 Manage Registration

5.7 Users

5.7.1 User creation and Management of Portals. Master Admin of web Portal will manage the requirements.

5.7.2 Module wise access rights and authentication for functions as: Publish Add, Delete, Edit, View and Archival.

5.7.3 Audit logs for the users to store for 6 months operation on page wise and after the periods the logs will be archived by the Vendor and hand over to the Department/OCAC (To be decided later).

5.8 Menu

5.8.1 Creation and management of highlighted menus with banner and to display as menu with hyper link.

5.8.2 Positioning and sequencing of menus in the appropriate section i.e. Top bar, Middle bar, Footer, Left side, right side in the home page and central panels in the home page.

5.9 Content Management

5.9.1 Information can be managed for the defined menu with the option of Create, Add, Edit, Delete, Publish/Unpublished View and Archive.

5.9.2 System should have the option to enable the features like Subject, Description, Attachment, links to URL and content editor to attach the information as per the requirement.

5.9.3 Content Editor should be user friendly with the features as inserting image, Different Presentation, Video, Links to URL, Font, Creation of tables, Graphs, inserting buttons, colors and shadings.

5.9.4   Shall support content in multiple formats including PDF, DOC, DOCX, TXT, JPEG, JPG, PPT, XML, etc.

5.9.5   Video Format as like MP4, FLV etc should be supported by the portal.

5.10   Banner Management:

5.10.1   System should have the features to add and manage banner in the banner container with size as per the requirement.

5.10.2   Functional Module Management

5.10.3   This module will manage the following sub module:

5.11   Photo gallery:

5.11.1   Option to create and manage different types of categories with the thumb image

5.11.2   Option to Add and manage photo with captions under the category with auto compressive size of the photo as defined.

5.12   Dashboard view:

5.12.1   System should have a Dash board to display the details about the Bugs/ Vulnerability/ Incidents lodged and it is accessible to Admin of the portal.

5.12.2   System should generate a report about the lodging of the complaint, its resolution, severity level and duration to solve the problem with the option to print and forward the same

5.13   Post Implementation Support and Maintenance for 3 years

5.13.1   Maintenance of the website to address the issues of compatibility and functional errors.

5.13.2   Graphics and Animation required incorporating in the web portal or any change request as per the request by the Department.

5.13.3   Clarify Operation Difficulty by the users at the time of operating the features of the website.

5.13.4   Submission of the Portal for cyber Audit safe to host certificate once a year or on regular interval as to be required.

5.13.5   Any other requirement as notified by the Department/OCAC from time to time.

6.   SECURITY AUDIT

It is to be noted that the following is to be carried out for the web portal:

6.1   Department intends that Vendor to engage firm for Security Audit of about Websites for Safe to Host Certification and subsequently every year.

6.2   The Vendor would conduct Third-party testing meeting government and industry Compliance standards.

6.3   Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.

6.4   Web-enabled Application is to be audited as per OWASP (Open Web Application Security Project) 2018 standards.

6.5   The audit has to be carried out in three stages (Identification of vulnerability, Rectification and processing of Reports)

6.6 In case of any addition of new applications to the site/ scripts on HTML pages or modifications in the existing application/ environment in the site, the site shall be referred for a repeat audit. This does not include changes in the contents of HTML pages or addition of purely static HTML pages.

6.7 Audit Report as per the guidelines issued by GOI. The information security audit report from the information security auditor should clearly state that these Web-Pages, including the backend database and scripts, if any, are free from any vulnerability and malicious code, which could be exploited to compromise and gain unauthorized access with escalated privileges into the web server system hosting the said website.

7. Training & Documentation

7.1 Training

The Vendor shall provide Minimum 2 days onsite hands-on Training for usability of the application to administrators/ Department Users decided by the respective department.

7.2 Documentations

Following minimum documentations need to be submitted after completion of the project:

7.2.1 Approved SRS and all functional add-in modules

7.2.2 High Level Design/Architecture Document

7.2.3 Web Admin and Users Manual

7.2.4 Website and web page Backup/ Recovery Manual;

7.2.5 Source Code to be submitted to Department/OCAC

8. Support & Development Platform

8.1 Maintenance and Support

The vendor should provide first year maintenance for free of charge and continuous maintenance for further 3 consecutive years. During maintenance period, master admin in charge will generate monthly report about complaint lodged and resolution time to resolve the problem to Department of IT on the first week of the next month.

8.2 Development Platform

8.2.1 The Vendor can provide the solution using open source content management solution to update web content. Any scripting language can be used.

8.2.2 Open Source Content Management should have the option of customization and user friendly for the web administrator to operate. It should use object oriented programming techniques and software design programming.

8.2.3 The website access is to be compatible with Internet Explorer 7.0+, Mozilla Firefox 3.0+, Google Chrome 4.0+, Opera 9.0+, Safari (or the latest versions as available at the time of development following award of the contract).

8.3 Reports & MIS:

8.3.1 User should be able to perform search and knowledge discovery on digital library using data mining techniques like pattern extraction, and visually see results in form of reports.

8.3.2 Keyword and phrase search should be available for all the stored data and search results should be formatted based on the type of data element retrieved. Search function should be available on every page.

8.3.3 Generate static and dynamic reports on stored data.

8.3.4 Visualize reports through variety of graphs like column chart, bar chart, line chart, pie chart, area chart, scatter etc. instead of fixed graph formats.

9. Deliverables/ Timelines

Sl No	Milestone	Timelines T- Date of Work Order
1.	Preparation of SRS – study report	T1 = T + 15
2.	Web portal Design and Development	T2 = T1 + 45
3.	Security Audit	T3 = T2 + 20
4.	UAT , Training and Go Live of Web portal	T4 = T3 + 10
5.	Handover of Source Code to OCAC	On completion of T3

10. Payment Schedule

Phase	Milestone	Deliverables	Duration	Amount
1.	Completion of Study phase and Submission of Study Report and Freezing of specifications	Study Report, Proposed Solution, Design Documents/Forms, List of MIS Reports	6 Weeks	10%

2.	Development and Deployment : After Testing, User Training & Implementation, Submission of Deliverables i.e. ,Source Code and relevant manuals) and operational training to Stakeholders	Trial Run Report, Operational Manual for Head Office Operations, Centre Login Module, Administration Activities, Training to Stakeholders	12 Weeks	30%
3.	Third party Audit	After successful conduct of Third Party Audit	16 Weeks	10%
4.	After successful Parallel operation of one complete cycle covering all activities as per scope of work & final sign-off (User Acceptance certificate after one month of Training & their feedback	Monthly Uptime reports, Final Copy of Manual, Final Copy of Source Code & Data, Feedback of Users	18 Weeks	20%
5.	Support & Maintenance	Monthly Reports as per SLA	3 Years	30% 5 % every six Months

10.1   Payment Schedule - Maintenance and Support

The Quoted amount of annual maintenance services will be paid on a half yearly basis. The Vendor will submit a monthly report about the problem lodged over phone or online interface and their resolution status.

10.2   Acceptance, Certification and Roll-out

As this project involves both the development and hosting of the web portal the following points related to Acceptance, Certification and Roll out shall be considered:-

An acceptance test plan along with test cases and expected results traced to the requirements shall be provided during the development and the same shall be accepted by the Department.

Hosting of the solution in the State Data Centre should be carried out after the user acceptance testing and other certification (Security Audit) has been successfully completed and the same will need to be factored in the work (project) plan.

11. Service Level Requirement (SLR & Penalty)

The purpose of this Service Level Agreement (herein after referred to as SLA) to clearly define the performance criteria that shall be adhered to by the bidder for the duration of the project.

Sl No	Major Area	Parameter	Requirements	Penalty
1.	Application System Development and Implementation	Major milestone during development and implementation as per deliverable/Timeline plan	Delay of no more than 1 days of the delivery milestone	Beyond 01 week delay, 0.5% of development cost and max 5 % of contract value
2.	Resolution Time (Only for Bug fixing)	Time taken by the Bidder to fix the problem	Within 6 hours of reporting	Beyond the time of delay, 0.5% of development cost and max 5 % of contract value

Note: The Logbook has to be maintained every day without fail. All the details of technical issue, time & duration of incidence occurrence and time taken for resolving. The Vendor's duty is to get the log book signed monthly, by the appropriate authority.

12.   Deliverable for Vendor and Periodicity

Key deliverables for scope of work given above includes the following:

Audit Area	Deliverables	Periodicity
Safe to Host Certificate	Safe to Host Certificate to be produced after successful completion of Security Audit of CERT-O web portal.	Yearly
SLA	SLA to be adhered	Half Yearly
Log Book	Log Book capturing the details of Date, Time, Technical issue & duration of incident occurrence	Monthly
Source Code	Audited Source code has to be handed over to OCAC	After each completion of successful Security Audit

13. Criteria of Evaluation

1. Pre-Qualification-Cum-Technical Evaluation

2. Commercial Evaluation

13.1 Pre Qualification

Sl No	Criteria	Documents to be submitted
1.	The bidder should be a Company registered in India under the Companies Act 1956 or LLP firm	Certificate of incorporation.
2.	Company must be registered with appropriate authorities for all applicable statutory duties/taxes	1) PAN card copy 2) GST Certificate & latest GST submission copy
3.	The Vendor should have a minimum 3 years (ending year 31/03/2019) of experience in maintaining Web Applications, Web Design and providing web related services preferably with Central Government/State Government and their organizations/PSUs. A minimum of 10 (ten) dynamic websites with above technology must have been developed & successfully maintained by the vendor.	Work Orders and Certificates of satisfactory service/ completion from above ten organizations must be enclosed and Website URLs being maintained to be furnished.
4.	Minimum turnover of 20 Lakhs per Annum for preceding 3 financial years.	Copy of the audited balance sheet & Statutory Auditor's Certificate.
6.	The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies	Declaration in this regard by the authorized signatory of The Responder.
7.	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by an authorized signatory of the Responder.
8.	The bidder will not Sub-Contract the work/contract awarded.	An undertaking to this effect has to be submitted by the successful Bidder.
9.	The bidder should have ISO 9001:2008 certification OR CMMI 3 Certification	A copy of the certification to be enclosed.

13.2 **Technical Evaluation**

Sl No	Evaluation Parameters	Max Marks	Marks Awarded
1.	The Bidder must have skilled manpower [BE/B.Tech/MCA/M.Tech] with Professional experience in Design, Development and maintenance of Web Applications. **(Proof to be produced)** a. >=30 (30 Marks) b. >=20 and <= 30 (20 marks) c. >=10 and <=20 (10 marks)	**30**	
2.	Web applications developed for Clients i.e. Govt. Organizations/PSU/ Financial Institutions **(Proof to be produced)** a. >=40 websites (40 Marks) b. >=30 Websites and <=40 Websites (30 Marks) c. >=20 Websites and <=30 Websites (20 Marks) d. >=10 Websites and <=20 Websites (10 Marks)	**40**	
3.	Presentation	**30**	
	Total	**100**	

Note: - Bidders who have scored >=60 marks would be considered for opening of commercial bid.

14. Notification of Award

OCAC will award the contract to the successful bidder whose proposal has been determined to be substantially responsive as per the process outlined above. The bidder with the lowest price quote shall be considered as L1 and award of the contract shall be made to the bidder with the lowest cost (L1). If the L1 bidder refuses / fails to accept the Work Order within 15 days, the next higher responsive bidder (L2) will be proposed to accept the Work Order at the rates offered by the lowest bidder (L1). If L1 bidder refuses / fails at any stage of contract, the entire work can be given to the L2 bidder at L1 rate. OCAC reserves the right to negotiate prices during evaluation if found necessary.

15 Contract

15.1   Signing the Contract

After OCAC notifies the successful bidder, OCAC shall enter into a contract within **thirty (30) days** of the award of the contract to successful Bidder, incorporating all clauses and the proposal of the bidder with the successful bidder.

15.2   Period of Contract

The period of the contract shall be for a period of **four years** (1 + 3) from the date of sign of the contract. The period may be extended for further periods on mutual agreement by both the parties on similar terms and conditions.

16. General Terms & Conditions

16.1   Purchaser

Odisha Computer Application Centre, Plot No.-N-1/7-D, Near Planetarium, Acharya Vihar square, Bhubaneswar-751013.

16.2   Cost of Proposal

The bidder shall bear all the costs associated with the preparation and submission of its Proposal, including site visits, and OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

16.3   Amendment of RFP documents

At any time prior to the deadline for submission of Proposal, OCAC reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon project priorities *vis-à-vis* urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with the Technical bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

16.4   Contacting Department

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the RFP issuing authority at the address specified in this RFP.

16.5   Ownership and Audit

a) Software including source code, licenses, technical documents and services obtained for the purpose of this engagement shall be in favour of OCAC and shall be submitted on …………………………..

b) All records pertaining to this engagement shall be made available to OCAC upon request for verification and/or audit, on the basis of a written request.

17.7   Disqualification

The bid is liable to be disqualified if:-

- Bid not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of OCAC to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD& Document Fee.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

17.8   Termination of Contract

A. **Termination for default**

OCAC without prejudice to any other remedy for breach of contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the contract fully or in part:

- If the selected Bidder fails to deliver any or all contracted services as per service Standards specified in the Contract, or
- If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- If the selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

17.9   Liquidated Damages

If the Vendor fails to perform the Services within the time period(s) specified in the RFP, OCAC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed unperformed Services until actual performance, at a per week basis or part thereof; and the maximum deduction is 10% of the unperformed Services. Once the maximum is reached, OCAC may consider termination of the contract as well.

17.10   Force Majeure

Except to the extent otherwise provided herein, no liability shall result to other party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labor trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However, BIDDER shall be entitled to receive payments for all services rendered by it under this Assignment.

17. Payment Schedule

The Schedule of payment is half yearly. Release of Payment depends upon the following factors met by the Vendor.

a) Safe to Host Certificate to be produced after successful completion of Security Audit of OCAC Website

b) SLA to be adhered.

c) Deliverables to be met.

d) Source code to be handed over to Department/OCAC after each completion of successful Security Audit.

18. Commercial Bid

CERT-O Web portal Maintenance

SL	Description	Price	Taxes	Total Cost
1	Website Design, Development & Security Audit for 1st Year			
2	Website Support, Maintenance& Security Audit for 2nd Year			
3	Website Support, Maintenance& Security Audit for 3rd Year			
4	Website Support, Maintenance& Security Audit for 4th Year			
	TOTAL			

Note :-

1. Invoice for maintenance will be submitted along with all the necessary reports.

2. Commercial Bid to be submitted for all the five years.

3. Taxes as applicable are exclusive.

19. GENERAL CONDITIONS OF CONTRACT

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

20.1 Use of Contract documents and Information; Inspection and Audit by the Government

The M/S _____(Selected Bidder) shall not, without OCAC's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of OCAC in connection therewith, to any person other than a person(s) employed by the Successful Bidder in 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.

The Successful Bidder shall permit OCAC to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by OCAC, if so required by OCAC.

20.2 Performance Security/ Performance Bank Guarantee (PBG) towards Security:

20.2.1 The M/S _____(Selected Bidder) shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% (ten per cent) of the contract price within 30 days of issue of Purchase Order or prior to signing of the contract whichever is earlier after which contract/agreement will be signed with the selected bidder.

20.2.2 **As the contract period is (1+3) years, Performance Bank Guarantee (PBG) will be for 51 months and the same will be submitted by the bidder from day one.**

20.2.3 The PBG must be from the nationalized bank in India. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

20.2.4 The Performance Bank Guarantee may be discharged / returned by Purchaser upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

20.2.5 In the event of the bidder being unable to service the contract for whatever reason, Purchaser would revoke the PBG. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This Performance Bank Guarantee (PBG) shall remain valid for sixty days beyond all the contractual obligations.

20.3 Payment

20.3.1 The M/S _____(Selected Bidder's) request(s) for payment shall be made to OCAC in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.

20.3.2 The schedule of payment is half yearly. Release of Payment depends upon the following factors met by the vendor.

20.3.2.1 Safe to Host Certificate to be produced after successful completion of Security Audit of OCAC Website

20.3.2.2 SLA to be adhered.

20.3.2.3 Deliverable to be met

20.3.3 In the event of excess release of funds to Successful Bidder, OCAC shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.

20.3.4 Payment shall be made in Indian Rupees.

20.3.5 Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

20.4 Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by M/S _____(Selected Bidder).

20.5   Contract Amendments

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by OCAC.

20.6   Time of Completion

The Work covered by this Contract shall be completed as mentioned in this document. OCAC may also issue instructions to M/S _____(Selected Bidder) from time to time which shall also be complied.

20.7   Default in Contract obligation

20.7.1   In case of any default or delay in performing any of the contract obligations, OCAC reserves the right to recover the actual damages/loss from the successful bidder but in any case total liability of the Successful Bidder under this contract shall not exceed total contract value/price.

20.7.2   In addition to Clause 6.13.1 above, OCAC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

20.7.3   If the Successful Bidder fails to deliver any or all of the Work as required by OCAC.

20.7.4   If the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

20.7.5   If the Successful Bidder, in the judgment of OCAC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

20.8   Termination for Insolvency

OCAC may at any time terminate the Contract by giving written notice to M/S _____(Selected Bidder), if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OCAC.

20.9   Award Criteria

OCAC will award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest Price Bid.

20.10 Notification of Award/ Letter of Award

Prior to the expiration of the period of Bid validity, OCAC will issue Notification of Award of Contract to the Successful Bidder in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its Bid has been accepted.

The Notification of award will constitute the formation of the Contract and the awardees would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

20.11 Successful Bidder Integrity:

The M/S _____(Selected Bidder) is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

20.12 Successful Bidder's Obligation:

- The M/S _____(Selected Bidder) is obliged to work closely with OCAC's staff, act within its own authority and abide by directives issued by OCAC. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free OCAC from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold OCAC responsible or obligated.
- The M/S _____(Selected Bidder) will treat as confidential all data and information about OCAC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of OCAC.

20.13 Settlement of Disputes

20.13.1	If any dispute of any kind whatsoever shall arise between OCAC and M/S _____(Selected Bidder) in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
20.13.2	If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration.

20.14 Limitation of Liability

The aggregate liability of the M/S _____(Selected Bidder) to OCAC, whether under the Contract or otherwise, shall not exceed the total Contract Price/Value.

20.15 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

20.16   Notices

20.16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.

20.16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20.17   Taxes & Duties

Except as otherwise specifically provided in the Contract, the M/S _____(Selected Bidder) shall bear & pay all taxes, duties, levies and charges including GST in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by OCAC. All taxes to be paid as per the prevailing rates at the time of billing.

20.18   Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

20.19   Rights & Remedies under the contract only for the parties

This contract is not intended & shall not be construed to confer on any person other than OCAC& Successful Bidder hereto, any rights and / or remedies herein.

20.20   Statutory Acts

- All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

- The M/S _____(Selected Bidder) shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. OCAC shall have no liabilities in this regard.

20.21 Compliant of Govt. Regulations

The M/S _____(Selected Bidder) should execute and deliver such documents as may be needed by OCAC in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and OCAC shall not be responsible in any manner whatsoever.

Annexure – I – Bidders General Information

Note: PO and relevant certificate details must be attached to support each of the above Reponses.

SI No	Description	Response
1.	Name of Bidder	
2.	Year of starting operations	
3.	Constitution of Bidder, i.e., Limited Company, Private Limited Company etc.	
4.	Bidders registered address	
5.	Bidders corporate address	
6.	Address(es) of partner(s), if applicable	
7.	Name(s) of the authorized executive(s)	
8.	E-mail/Phone/Fax nos. details of authorized representative(s)	
9.	Net Profit (Rs. In Lakhs) During last 3 Financial Years (Audited)	
10.	Total Turnover (Rs. In Lakhs) (Documentary Evidence to be provided)	
11.	No. of support centers with their addresses	
12.	Experience in –Operation &Maintenance of Website	

Annexure – II – Declaration that the Bidder has not been blacklisted

(To be submitted on the Letterhead of the vendor)

To

The General Manager, OCAC

Subject: **DEVELOPMENT OF CERT-O WEB PORTAL**

Dear Sir/Madam,

We confirm that our company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection. OCAC shall have the right to take appropriate action against us, in case any of the above information is found to be false or incorrect.

Date

Place

Signature of Authorized Signatory………………………….

Name of the Authorized Signatory…………………………

Designation…………………………………

Name of the Organization

Organization seal ………………………

(Letter to OCAC on the Bidder's letterhead)

To General Manager

Dear Madam/Sir,

Sub: **OPERATION &MAINTENANCE OF CERT-O WEB PORTAL**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer OPERATION &MAINTENANCE CERT-O WEBSITE as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information.

We understand that we shall comply with scope of work and requirements as specified in tender terms and conditions completely and there are no deviations/recommendations of any manner and/or sort and/or kind in this regard from my/our side.

We understand that OCAC is not bound to accept the offer either in part or in full and that OCAC has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(To be submitted on Vendor's letter head)

To General Manager

Dear Sir/Madam,

Ref: OCAC Tender No.: OCAC-SEGP-INFRA-0001-2019-ENQ-19028

SUB: Acceptance of Scope of work

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, OCAC has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm, having accepted OCAC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of vendors for providing CERT-O Website Maintenance services

We also acknowledge the information that this response of our Company for OCAC's RFP process is valid for a period of, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document.

Yours faithfully,

(Signature of the Bidder)

Printed Name
Designation
Date:
Business Address:

Annexure – V – Compliance with Terms and conditions

Description	Compliance (Yes/No)	Deviation if any
General Terms and conditions as well as other terms and conditions		

Note:

1. Non-Submission of Annexure-V shall be treated as acceptance of all Terms and Conditions mentioned in the Tender Document.

2. Deviation, if any shall be clearly mentioned

Date Signature of Authorized Signatory ……………………………
Place Name of the Authorized Signatory…………………………….
  Designation…………….. ………………………………………………….
  Name of the Organization…………………………………………

Annexure – VI – Escalation Matrix

(Starting from the person authorized to make commitments to OCAC till the person in rank of CEO / VP)

Delivery Related Issues

Name	Organization	Designation	Mobile	Phone	Email address

Service/ Maintenance Related Issues

Name	Organization	Designation	Mobile	Phone	Email Address

Any changes in the Designations / Contact Persons, OCAC need to be informed immediately.

Thanking you,

Date

Place

Signature of Authorized Signatory…………………….

Name of the Authorized Signatory……………………

Designation……………………………………………………

Name of the Organization …………………………….

Organization Seal ……………………………………….

Annexure – VII – Letter authorising representing executive(s)

(To be submitted on Vendor's letter head)

Ref: OCAC Tender No: **OCAC-SEGP-INFRA-0001-2019-ENQ-19028**

<Name>,< Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid.

For the purpose of validation, his/ her verified signatures are as under and on our behalf. We undertake to abide by any acceptance given by him under his signature.

_____

(Specimen Signatures of Authorized Representative)

Date

Place

Signature of Authorized signatory……………………….

Name of the Authorized signatory…………….…………

Designation…………………………………………

Name of the Organization ……………………………….

Organization Seal ……………………………………….