



GOVERNMENT OF TAMIL NADU
Tamil Nadu e-Governance Agency

Request for Proposal

For

Empanelment of CERT-IN empanelled Audit Agencies for “Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure” for a period of 3 years

Tender Ref No: TNeGA/OT/ISA/2022-2023

Tamil Nadu e-Governance Agency
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Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

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1. Introduction

1.1 Tamil Nadu e-Governance Agency (TNeGA)

Tamil Nadu e-Governance Agency (TNeGA) is responsible for driving all technology initiatives for the Government of Tamil Nadu. Its primary aim is to develop low-cost, technology-enabled scalable solutions to impact Governance in a significant way. It aims to create an inclusive, equitable, and universally accessible G2C service delivery mechanism for barrier-free access to Governance. TNeGA offers IT solutions and consultancy services to Government departments for their technology needs. Tamil Nadu e-Governance Agency is functioning under the Information Technology Department, Government of Tamil Nadu.

Tamil Nadu State Departments are managing their software applications, websites & Mobile applications and as per the TN policy, the said applications have to be hosted at the Tamil Nadu State Data Center.

As per Tamil Nadu State Data Center policy, websites and software applications should undergo Application Security Audit prior to hosting, after change made to the website or software application and periodically (every year). To protect the software applications, websites & Mobile applications from the vulnerabilities that may be exploited by intruders with malicious intent to cause defacements, data corruption, access sensitive information and disruption in service continuity etc. The Security Audits should be performed on applications followed by subsequent code hardening aiming to mitigate the vulnerabilities and strengthening and enhancing their security.

TNeGA aims to empanel competent and professional firms who are CERT-IN empaneled to provide Application Security and

related Infrastructure Security Audit services (including hardware) to TNeGA and to Tamil Nadu Government Departments/PSUs/Agencies. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from www.tenders.tn.gov.in and <https://tnega.tn.gov.in> The bids are to be submitted as per the procedure given in this document.

The empaneled Audit Agencies have to,

1. Identify the security vulnerabilities, in the website/ Web application/including cross site scripting, Broken ACLs/Weak session management, Buffer Overflows, Forceful browsing, CGI-BIN manipulation, Form/ hidden field manipulation, Command injection, Insecure use of cryptography, Cookie posing, SQL injection, Server miss-configuration, Well-known platform vulnerabilities, Errors triggering sensitive information leak etc. On the Web Application/websites.
2. Suggest the remedial solutions and recommendations for making the web applications secure.
3. Re-audit the application to ensure the vulnerabilities identified are Rectified / fixed.
4. Provide the Clearance Certificate/Safe to Host.

1.2 Definitions

- i. In this document, the following terms shall have respective meanings as indicated:
- ii. "TNeGA" shall mean Tamil Nadu e-Governance Agency and GoTN shall mean Government of Tamil Nadu.

- iii. "Client" shall mean the department/organisation for which the order is being placed.
- iv. "e-Governance" or IT consultancy - ICT (Information and Communication Technology) based projects in government sector
- v. "Consulting Service" means any subject matter of procurement (which as distinguished from 'Non Consultancy Services' involves primarily non-physical project-specific, intellectual and procedural processes where outcomes/ deliverables would vary from one consultant to another), other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training and advisory services or any other service classified or declared as such by a procuring entity.
- vi. "RFP" shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by TNeGA in respect of the RFP.
- vii. "Authorized Representative/Agency" shall mean any person/agency authorized by TNeGA.
- viii. "Contract" shall mean the Work Order placed by TNeGA on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- ix. "Financial Year" (FY) period from 1st of April till 31st of March of the subsequent year.
- x. "Site" shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
- xi. "Specifications" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
- xii. "Bidder" means the firm offering the services, and/or materials required in the RFP. The word Bidder when used in the pre-award

period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency", on whom TNeGA places Work Order for Delivery of services.

- xiii. "Party" shall mean TNeGA or Bidder individually and "Parties" shall mean TNeGA and Bidder collectively.
- xiv. "Services" means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.
- xv. "SME" means subject matter expert is an individual with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment.

2. Tender Schedule and Data Sheets

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, 2 nd floor, P.T. Lee. Chengalvarayan Naicker Building, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	Empanelment of CERT-IN empanelled Audit Agencies for "Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application, mobile application & Infrastructure" for a period of 3 years
	B) Tender Ref No.	TNeGA/OT/ISA/2022-2023
3.	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty Thousand Only) should be paid by way of Demand Draft or

		Banker's Cheque drawn in favour of Chief Executive Officer, Tamil Nadu e-Governance Agency and payable at Chennai only.
4.	Contract Period	3 years and extendable to further 2 years on mutual consent
5.	Tender Document	The Tender document can be downloaded from the URL https://tnega.tn.gov.in or www.tenders.tn.gov.in at FREE OF COST.
6.	Mode of Submission	Two Cover System Tender comprising of Technical Bid and Price Bid should be submitted MANUALLY in a single sealed cover. Stage-1 – Technical Bid opening, Stage-2 –Financial Bid opening. Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	<p>On 11.04.2022 @ 15.30 hrs.</p> <p>Pre-bid meeting will be conducted online through</p> <p>Video Conference (VC) and the link for the VC is given below.</p> <p>VCLINK:</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjYyZmNiYWYtNWZhMi00NWUyLWFKMGYtMTIzNjE0MTQ3NzFi%40thead.v2/0?context=%7b%22Tid%22%3a%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2c%22Oid%22%3a%223fc617d8-467a-4dcc-93a6-d5a55d8ccc38%22%7d</p>

8.	Due Date and Time for Bid Submission	On 25.04.2022 upto 04.00 PM at TNeGA (address mentioned above)
9.	Date, Time and Place of Opening of Technical Bids	On 25.04.2022@ 04.30 PM at TNeGA (address mentioned above)
10.	Date, Time and Place of Opening of Financial Bids	Financial bid opening Date & Time will be communicated to Technically qualified bidders ONLY.

Note:

Neither the TNeGA nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management

3. General Instructions

3.1 General

- a. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b. It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNeGA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim

whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNeGA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

- d. The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f. The Bidder should be fully and completely responsible to TNeGA and Government of Tamil Nadu for all the deliveries and deliverables.
- g. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registration with the Competent Authority.

3.2 Clarifications to the RFP

- a. A prospective Bidder requiring any clarification in the RFP may notified by e-Mail to tenders.tnega@tn.gov.in. Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites <https://www.tnega.tn.gov.in> and www.tenders.tn.gov.in.

3.3 Amendments to the Tender

- a. A Pre-bid meeting will be held online through video conference (VC) for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNeGA. The

Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The link for the VC is given below: -

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjYyZmNiYWYtNWFiMi00NWUyLWFkMGYtMTIzNjE0MTQ3NzFi%40thread.v2/0?context=%7b%22Tid%22%3a%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2c%22Oid%22%3a%223fc617d8-467a-4dcc-93a6-d5a55d8ccc38%22%7d

- b. Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNeGA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- c. No clarifications would be offered within **48 hours** prior to the due date and time for submitting the Tender.
- d. Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- e. Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the website mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- f. TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.

- g. TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

- a. Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:
- i. Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - ii. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - iii. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

Provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter. Arbitration detailed in clause: 7.11.

4. Eligibility Criteria (EC)

- a) The Bidders should have the following EC for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the EC in the Technical Bid. **If a Bidder fails to enclose the documentary proof for EC, their bid will be summarily rejected.**

Clause	Eligibility Conditions	Documents to be submitted
4.1.1	The bidder must be a company registered under India Companies Act, 1956/2013 or Partnership or LLP or Proprietary Firm for the past 3 years as on 31.03.2021	Copy of the Certificate of Incorporation.
4.1.2	The Bidder should be CERT-In Empanelled Information Security Auditing Organisation effective from November'2021	Valid copy of latest CERT-In empanelment certificate
4.1.3	The Bidder should have licensed Application Audit and Server VA/PT Tool.	Copy of valid licenses for all Tools to be used.
4.1.4	The Bidder should have an average annual turnover of at least Rs.10 Lakhs in the last 3 financial years (i.e., 2018-19, 2019-20, 2020-21).	Audited and Certified Balance Sheet & Profit/Loss Account of the 3 Financial Years or Turnover certificate duly certified by registered CA.

4.1.5	The Bidder should have minimum 10 No. of Technical Manpower with skills to perform Security Audit out of which 5 Nos. Employees should possess information Security Audit related qualifications like CISSP or CISM or CISA or ISA/DISA or any other equivalent qualification to perform Security Audit as on 28.02.2022.	Undertaking on the company's letter head as per the format specified in Annexure-3 that the minimum numbers of employees are there on the company's payroll on the date signed.
4.1.6	The Bidder should have carried out minimum 30 IT Security Audits for any Central/ State Government Departments/ Organizations or PSU or Nationalized Banks during the last 3 financial years.	Relevant copies of Work Orders obtained and completion certificate obtained from the customers
4.1.7	The bidder should have the certification on ISO 9001:2015	Copy of valid Certificate to be submitted.

b) The Financial bid of the bidders who have submitted required documents and meet the eligibility criteria as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall only be opened.

5. Bid Preparation and Submission

5.1 Cost of Bidding

The Bidder should bear all costs associated with the preparation and submission of Bids. TNeGA will in no way be responsible or liable for

these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Earnest Money Deposit (EMD)

- a) Bidder shall submit, along with their bids, EMD of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of a Demand Draft / Banker's Cheque drawn in favour of Chief Executive Officer, Tamil Nadu e-Governance Agency and payable at Chennai only. EMD in any other form shall not be entertained.
- b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- c) Unsuccessful bidder's EMD will be discharged/ returned without any interest, as promptly as possible, but not later than 30 days after the award of the empanelment to the successful bidders
- d) The EMD may be forfeited:
 - i. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - ii. In the case of a successful bidder, if the bidder fails to sign the contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- e) The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

5.3 Letter of Authorization

- a. A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise, the Bids will be summarily rejected.

5.4 Two Part Bidding

- a. Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.4.1 Technical Bid

The first part relates to technical bid submitting all the required details, EMD as specified and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.

- 1) A Letter of Undertaking (as per the format given in this RFP) in company's letter head along with letter of authorization in pdf.
- 2) EMD amount in the form of a Demand Draft / Banker's Cheque
- 3) Copy of this bid document (RFP), supporting documents for EC must be submitted.

5.4.2 Financial Bid

- a) Second part relates to financial Bid which should be submitted in the Bill of Quotation (BoQ) as given in the Tender. The bidder must strictly follow the prescribed format as mentioned in the financial bid (Price bid BoQ).
- b) The rate quoted by the bidder in the financial bid should be for the cost involved in the successful implementation of scope of work mentioned in the clause 8 of this RFP and no other charges will be allowed by the TNeGA other than the cost quoted.

- c) Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise, the bids will be summarily rejected.
- d) Bidders should quote for all the items including the price discovery items in the financial bid (Price bid BoQ) (Appendix V). Failure to submit the rates for all the items or partial offer or non-submission of rates for price discovery item will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
- e) The rates quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- f) Ambiguous/Incomplete/Illegible bids may be out rightly rejected. Not quoted bids shall be considered as non-responsive and shall be rejected.
- g) The cost quoted by the bidder shall be kept firm for a period specified in the tender from the date of opening of the tender. The bidder should keep the rates firm during the period of contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India.

5.5 Bid closing date and time

Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.6 Submission of Bids

The bidders should submit their offers in two parts (Two Cover System) namely, "Technical bid" and "Financial bid" and in the format given in this document.

- i. Technical Bid – Original – 1 hard Copy (separate sealed envelopes along its bid)
- ii. Financial Bid – Original – 1 hard Copy (separate sealed envelopes along its bid)
- iii. The hardcopies of the technical proposal should be in a single sealed envelope, clearly marked as "Technical Proposal for Empanelment of CERT-IN empanelled Audit Agencies for "Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure for a period of 3 years from <<Bidder Name>>."
- iv. The hardcopy of the financial proposal should be in separate sealed envelopes, clearly marked as "Financial Proposal for Empanelment of CERT-IN empanelled Audit Agencies for "Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure for a period of 3 years from "<<Bidder Name>>" – DO NOT OPEN BEFORE Technical Bid Evaluation".

All inner envelopes of, Technical & Financial Bid(s) shall be sealed in an outer envelope marked " Empanelment of CERT-IN empanelled Audit Agencies for "Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure for a period of 3 years. – **DO NOT OPEN BEFORE 25.04.2022 upto 04.00 PM**". Both the, technical and financial bids have to be sealed properly in separate

envelopes. If any of the technical/financial bids is found open, bids will be liable to be rejected.

- v. The outer envelope shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late". Both inner and outer envelopes shall be addressed to TNeGA at the address specified in the Row (1) of Section 2 - Tender Schedule.
- vi. The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself.
- vii. Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.
- viii. All pages of the proposal must be sequentially numbered and shall be initialled by the authorised representative of the bidder with seal of the firm.
- ix. The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.
- x. **Venue and Deadline for submission**
 - a) Proposals must be received at the address specified below by 25.04.2022 upto 04.00 PM at the Row (1) of Section 2 - Tender Schedule.
 - b) Any proposal received by TNeGA after the above deadline shall be rejected and returned unopened to the Bidder.
 - c) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

- d) TNeGA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- e) Any default by the bidder in respect of tender terms and conditions will lead to rejection of the bid and forfeiture of EMD.
- f) TNeGA reserves the right to (a) reject any / all proposals without assigning any reasons thereof, b) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the TNeGA and the objective of the scheme without assigning any reasons thereof and c) include any other item in the Scope of work at any time after consultation in the pre-proposal meeting or otherwise.
- g) TNeGA reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-a-vis urgent commitments.

6. Tender Opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNeGA (if any).

NOTE: If the date fixed for opening of the tender happens to be a Government holiday, the tender will be opened on the next Working day at the time specified in the Tender Schedule.

6.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender. If necessary, TNeGA shall seek extension in the bid validity (as required) period. If the bidders are not agreeing for such extension of validity period, their

bids will be rejected. However, the bidders, not agreeing for such extensions will be allowed to withdraw their bids.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and if bids are submitted with incomplete details as given below, the bid will be treated as non-responsive.

If Tenders are;

- a. received without the Letter of Undertaking (as per the format given in this RFP) and Letter of Authorization
- b. received without EMD.
- c. found with suppression of details.
- d. with incomplete information, subjective, conditional offers and partial offers
- e. submitted without support documents as per the EC.
- f. non-compliance of any of the clauses stipulated in the Tender.
- g. lesser validity period
- h. Technical bid contains disclosing the financial bid price directly or indirectly.

All responsive Bids will be considered for further evaluation. The decision of TNeGA will be final in this regard.

6.4 Clarifications

- a. When deemed necessary, TNeGA shall seek bona-fide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During Technical Bid evaluation, TNeGA may seek additional information or historical documents for verification to facilitate decision

making. In case the Bidder failed to comply with the requirements of TNeGA as stated above, such Bids may at the discretion of TNeGA, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a. During the bid evaluation, if any suppression or misrepresentation is brought to the notice of TNeGA, TNeGA shall have the right to reject the bid and if after selection, TNeGA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNeGA shall have the right to seek the correct facts and figures or reject such Bids.
- c. It is up to the Bidders to submit the full copies of the proof documents to meet out the EC. Otherwise, TNeGA at its discretion may or may not consider such documents.
- d. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2 Technical bid evaluation

(a) Eligibility Criteria (EC):

TSC will examine the technical bids as per Cl.4 EC given in the Tender document. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders

satisfying all the criteria in cl. 4 alone will be considered for financial bids opening. The decision of TNeGA will be final in this regard.

6.5.3 Financial bid opening and evaluation

- a. On a designated day and time duly informed to the Bidders, Financial Bids (Bill of Quotation BOQ) of only those Bidders who satisfy all conditions of the EC (Cl.4).
- b. All the taxes indicated in the financial bid will be taken for the financial evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c. Bidders should quote for all the items including price discovery item in the financial bid (Price bid BoQ). Failure to submit the rates for all the items or partial offer will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
- d. The bids in which the bidder quote NIL charges/Zero charges, such bid will be treated as non-responsive and will be summarily rejected.
- e. The bidder has to quote the rates for (i) Static Web applications hosted on windows/Linux or equivalent (ii) Dynamic Web applications hosted on windows/Linux or equivalent (iii) Mobile App (iv) Audit of Web service (v) Compliance of Payment Gateway (vi) Infrastructure (vii) Source Code Audit (viii) AUA/KUA Compliance Audit.
- f. The lowest quoted Bidder (L1) per each category is the one who satisfy all the EC (4.1) and has quoted the lowest value for that category. The rates thus arrived for each category are called L1 rates.
- g. Negotiation will be conducted with the L1 rates on reduction of bid price for each item and also on the rate quoted for price discovery item.

6.6 Empanelment

- a. All the successful bidders will be asked to match the negotiated bid price (component wise) of the L1 rates. The bidders whoever agrees to the L1 rates would be empanelled.
- b. The decision of TNeGA arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
- c. In case of the certificate expired issued by CERT-IN, that particular bidder will not be engaged for auditing.

6.7 Award of Contract

- a. Award of Contract for empanelment (Letter of Acceptance) shall be issued to the successful bidder(s). After acceptance of the tender and LOA issued by TNeGA, the successful bidder shall have no right to withdraw their tender or claim higher price.
- b. Empanelment will be initially for a period of three years, extendable annually for a period of upto 2 years, solely at the discretion of TNeGA on same terms and conditions or additional mutually agreeable conditions.
- c. The empanelment /contract with TNeGA shall be valid till the validity of the bidder's CERT-IN empanelment. Upon expiry of the certificate issued by CERT-IN, the empanelment/ contract with TNeGA shall also stand terminated.
- d. The rates finalized shall remain valid during empanelment/extended empanelment.
- e. Based on the performance of the bidder, priority of the work, Project Review Committee (PRC) of TNeGA will select one of the empaneled firm and issue a work order for job assignment to any of the empanelled bidder.

- f. No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained or paid on this account.

6.8 TNeGA reserves the right to:

- a. Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- b. withhold any amount for the deficiency in Quality/Service aspect rendered during the contract period.
- c. accept or reject any or all the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances.

7. Execution of Contract

7.1 Payment of Security Deposit (SD)

- a. The successful (L1) bidder(s) shall have to furnish a Security Deposit (SD) for an amount of Rs. 50,000/- (Rs. Fifty thousand Only) by way of demand draft or banker's cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 39 months from the date of acceptance of the tender on receipt of confirmation from TNeGA. The SD shall be paid within 15 days from the date of issue Letter of Acceptance (LOA) by TNeGA. The SD furnished by the Successful Bidder(s) in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by TNeGA from time to time during the execution of work and after 3 months from the

completion of contract period.

- b. In the event wherein the Empanelment is extended by TNeGA beyond 36 months, the selected agency shall ensure submission of a renewed/fresh Security Deposit for the period of extension plus three months, within 14 days of issuance of letter for extension of Empanelment by TNeGA.
- c. The Security Deposit held by TNeGA till it is refunded to the successful bidder will not earn any interest thereof.
- d. The EMD/Security Deposit will be forfeited if the successful bidder withdraws the bid during the period of bid validity specified in the tender or if the bidder fails to sign the contract.

7.2 Execution of Contract

- a. The successful bidder should execute a Contract in the INR 100 non-judicial stamp paper bought in Tamil Nadu in the name of the TNeGA within 15 working days from the date of letter of acceptance issued by TNeGA with such changes/modifications as may be indicated by TNeGA at the time of execution on receipt of confirmation from TNeGA.
- b. The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNeGA. TNeGA reserves its right to cancel the LoA either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 15 days, the SD of the Successful Bidder will be forfeited, and their tender will be held as non-responsive.
- c. The expenses incidental to the execution of the agreement should be borne by the successful bidder.

- d. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNeGA and also TNeGA have the right to recover any consequential losses from the Successful Bidder.

7.3 Release of Work Order

- a. After the payment of Security Deposit and execution of the Contract by the successful bidder, selection procedure for issuance of Work Order will be at the sole discretion of TNeGA. TNeGA may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its clients. Work may be awarded based on activity basis. The selected Agency will provide services as per TNeGA /User Department's requirements.
- b. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency for their consent for the specific scope of work using the L1 rates.
- c. This tender is for empanelment of multiple firms and TNeGA shall have right to choose any of the empaneled bidder for allotment of projects / work considering various parameters like performance, priority etc. or any other factors depend on the situation.

7.4 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards security deposit payable by them. If the Successful Bidder submits security deposit for the stipulated value, the EMD will be refunded. The EMD amount of the unsuccessful bidder(s) will be refunded without any interest upon finalization and issue of LoA to the

successful bidder(s).

7.5 Forfeiture of EMD and SD

- a. If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b. If the successful bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNeGA and the tender will be held void.
- c. If the successful bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNeGA.

7.6 Termination of Contract

7.6.1 Termination for default

- a. TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the successful bidder, terminate the contract in whole or part,
 - i. if the successful bidder fails to deliver any or all of the service within the time period(s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by TNeGA; or
 - ii. if the successful bidder fails to perform any of the obligation(s) under the contract; or
 - iii. if the successful bidder, in the judgment of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b. In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the

successful bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

7.6.2 Termination for Insolvency

TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful 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 that has accrued or will accrue thereafter to TNeGA.

7.6.3 Termination for Convenience

TNeGA may by written notice, with a notice period of 15 days sent to the successful bidder, TNeGA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Services rendered by the bidder, as assessed by TNeGA, would be paid for. On termination, the successful bidder is not entitled to any compensation whatsoever.

7.7 Project Lead/ Single point of Contact (SPoC)

The successful bidder should nominate and intimate TNeGA, a Project Lead/SPoC who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Project Lead fully familiarizes with the RFP, Contract and deliverables.

7.8 Assigning of Tender whole or in part

The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The successful bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of TNeGA.

7.9 Liquidated Damages (LD)

- a. The successful bidder must strictly adhere to the implementation schedule, specified in the RFP & Contract / Work Order and any delay attributable to the successful bidder will enable TNeGA to resort to any or both of the following:
 - i. Claim liquidated damages at 0.25% of the value of work value for delayed performance per week and the maximum LD applicable is 10% of the work order value. When the LD reaches 10% of the contract, TNeGA may terminate the contract due to the non-performance of the successful bidder. However, LD shall not be levied if the delay is attributable to the successful bidder.
 - ii. In case of the termination of the contract by TNeGA due to non-performance of the successful bidder, the Security Deposit will be forfeited.
 - iii. In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the successful bidder.
- b. The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.

- c. Notwithstanding anything contained in this clause, TNeGA reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

7.10 Other Conditions

- a) TNeGA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNeGA for good and sufficient reasons.
- b) In case the empanelled vendor /empanelled bidder is found in-breach of any condition(s) of tender or work order, at any stage during project deployment period, the legal action as per rules/laws will be taken.
- c) Any attempt by empanelled bidder to bring pressure towards TNeGA/ User department's decision-making process, such vendors shall be disqualified for participation in the present tender and those vendors may be liable to be debarred from bidding for TNeGA tenders in future for a period of three years.
- d) The period of services is for 36 months from the date of award. If required, TNeGA may extend the services for a further period of 2 years based on mutual consent of both the parties.

7.11 Arbitration and Jurisdiction

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by

Sole Arbitrator to be appointed by the CEO, TNeGA.

- b. If the sole arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Sole Arbitrator shall be appointed by the CEO, TNeGA. The Sole Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. Neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- d. The Sole Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e. The venue of the arbitration shall be Chennai and language English. The fees of the sole arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- f. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- g. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

7.12 Labour Laws

- i. The selected bidder shall, and hereby agrees to comply with all the provisions of Indian Labour Laws and industrial laws in respect of the human resources employed thereof. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of

Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. TNeGA shall not be held responsible for any breach of the license terms and conditions by the vendor.

- ii. The selected bidder shall be solely responsible for the payment of wages to the deployed human resources and ensure its timely payment thereof. The vendor shall duly maintain a register giving particulars of the deployed human resources, nature of work, rate of wages, etc.
- iii. The selected bidder shall also ensure compliance to the following labour legislations.
 - a) Minimum Wages Act
 - b) Employees Provident Fund Act*
 - c) Employees State Insurance Act*
 - d) Workmen's Compensation Act, if the ESI Act does not apply

*Applicable as per respective state

- iv. The selected bidder shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of TNeGA.
- v. The selected bidder shall indemnify TNeGA against any liability incurred by TNeGA on account of any default by the vendor or human resources deployed by it.
- vi. Neither the selected bidder nor his workmen can be treated as employees of TNeGA/ GoTN for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of TNeGA/ GoTN. The selected bidder or its workmen shall not at any point of time have any claim whatsoever against TNeGA/ GoTN. If the User Department / TNeGA so recommends, a deployed resource must be replaced by the selected bidder within a period of 5 working days.

7.13 Limitation of Liability

- a. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / TNeGA under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / TNeGA for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- b. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / TNeGA stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- c. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.”

7.14 Indemnity

- a. The selected agency shall indemnify and defend the TNeGA/User departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof (“Deliverables”). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:

- (i) the selected agency's compliance with TNeGA/User departments specific technical designs, specifications or instructions where the selected agency has notified TNeGA/ User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims;
- (ii) inclusion in a Deliverable of any content or other materials provided by TNeGA/User departments and the infringement relates to or arises solely from such TNeGA/User departments materials or provided material;
- (iii) Modification of a Deliverable after delivery by the selected agency to TNeGA/User departments if such modification was not made by or on behalf of the selected agency and the claim arises solely due to such modification;
- (iv) operation or use of some or all of the Deliverable in combination with materials not provided by the selected agency and the claim arises solely due to such reason; or
- (v) use of the Deliverable for any purposes for which the TNEGA/ User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected agency; or
- (vi) use of a superseded release of some or all of the Deliverables or TNEGA/User departments" failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected agency provided that such modifications or new releases are made available by selected agency free of cost and the use of

such modifications or new releases does not adversely impact the performance / service levels

- b. TNEGA/User department stand indemnified from any employment claims that the hired human resources / agency's human resources may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.
- c. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's human resources while discharging their duty towards fulfilment of the purchase orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

8. Scope of work

The audit firm/company will be required to prepare the checklist/reports.

Task 1: Website/Web Application/Mobile Application/Infrastructure Security Audit /Assessment

The audit should cover the following or any type of attacks, which are vulnerable to the website/ web application/mobile application/ infrastructure

- Vulnerabilities to SQL Injections.
- CRLF injections
- Directory Traversal
- Authentication hacking/attacks
- Password strength on authentication pages
- Scan Java Script for security vulnerabilities
- File inclusion attacks

- Exploitable hacking vulnerable
- Web server information security
- Cross site scripting
- PHP remote script vulnerability
- HTTP Injection
- Phishing a website
- Buffer Over flows, Invalid inputs, insecure storage etc.
- Other any attacks, which are vulnerability to the website and web applications.

In addition to the above, the audit has to be carried out based on the Open Web Application Security Project (OWASP) Top Ten Security Risks (mentioned below) and not limited to

- Broken Access Control
- Cryptographic Failures
- Injection
- Insecure Design
- Security Misconfiguration
- Vulnerable and Outdated Components
- Identification and Authentication Failures
- Software and Data Integrity Failures
- Security Logging and Monitoring Failures
- Server-Side Request Forgery
- The vendor will be responsible to provide a detailed recommendations report for the vulnerabilities observed in Task 1

Task2: Re-Audit based on the recommendation Report from Task 1

Upon receipt of fixing the bugs/ issues by the concerned SI/department identified in Task1, the audit vendor has to re-audit and to provide a detailed recommendations report for the vulnerabilities observed from Task 2

Task 3: Re, Re-Audit, if required based on the recommendations Report from Task 2

If vulnerabilities are observed from the re-audit, the vendor has to provide a detailed recommendations report on the vulnerabilities observed or found in Re-audit/ Task2. Perusing that all the vulnerabilities/bugs are closed/fixed at the Task 3 stage. The audit firm / company has to submit a summary compliance report at end of each task and the final report should certify that the website/ web applications (should mention the name of website and/or web application) is "Clearance Certificate / Safe to Host."

9.Deliverables and Audit Reports

(a) The successful bidder will be required to submit the following documents after the audit for each website, as mentioned below and the audit firm must also submit suggestions/ recommendations and other detailed steps for enhancing the website security

(i) A detailed report will be submitted with security status and discovered vulnerabilities, weaknesses and mis-configurations with associated risk levels and recommended actions for risk mitigations.

(ii) Summary and detailed reports on security risk, vulnerabilities and audit with the necessary counter measures and recommended corrective actions as recommended above need to be submitted to TNeGA.

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

(iv) The vendor will be required to submit the deliverables as per agreed implementation plan

- The deliverables (like *Summary compliance report, Check list, Audit Report, Executive Summary and Final compliance report after all observations*) for each task to be submitted by the Auditors for this assignment as mentioned in the Task 1, Task 2 and Task 3.

(b) Time frame of the deliverables

- The selected successful bidder will be required to start the project within 1-2 days from the date of placing the order for the audit.
- The entire audit must be completed within 30 days from the placing of order.
- All the draft reports of the agreed deliverables should be submitted by the firm/company within 7 days of the commencement of the audit.
- The successful bidder should submit the final reports of the deliverables within 20 days of the commencement of the audit or within 7 days of receiving feedback from the concerned department on draft reports whichever is earlier.
- The audit, as mentioned above, has to be completed in time. It is expected that, if required, the successful bidder may deploy multiple teams to complete the audit projects within given time frame.

(c) Audit Report

The Website security audit report is a key audit output and must contain the following:

1. Identification of auditee (Address & contact information)
2. Dates and Location(s) of audit
3. Terms of reference (as agreed between the auditee and auditor), including the standard for Audit, if any
4. Audit plan
5. Explicit reference to key auditee organization documents (by date or version) including policy and procedure documents
6. Additional mandatory or voluntary standards or regulations applicable to the auditee
7. Standards followed
8. Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, application security assessment, password cracking and etc.)
 - a. Tools used
 - b. List of vulnerabilities identified.
 - c. Description of vulnerability
 - d. Risk rating or severity of vulnerability
 - e. Test cases used for assessing the vulnerabilities
 - f. Illustration if the test cases to provide the vulnerability
 - g. Applicable screen dumps
9. Analysis of vulnerabilities and issues
10. Recommendations for action

10.SLA for Security Audit:

1. The Scope document should be submitted with all the required information (as applicable to the respective application).

2. Department shall ensure the availability of the Developer/SI to coordinate with the audit agency and to complete the audit within time line as per the work order
3. Department/Developer shall ensure the availability of the staging environment to carry out the security audit.
4. Audit Agency has to initiate the audit process within 2 days.
5. Penalty shall not be levied to the auditor if the delay is not attributable to them. Any delay from the department/their SI has to be promptly intimated to the TNeGA immediately through mails/letter communication.

Sl. No.	Stakeholders	Responsibilities	Timeline
1	TNeGA	Processing the request received from the Department & issuance of work order (if document all the details required to obtain the quotes)	T0
2	Audit Agency	Initiate the Audit Process	T1=T0+2 days
		Issuance of First level report	
		Static/Simple Applications	T2=T1+3 days
		Dynamic Application	T2=5 days
		Completion of the Audit	As per Work

			order
3	Department/Developer	Sharing credentials	1 day from request received
		Static/Simple Applications-fixing the issues	3 days from issuance of report by auditor
		Dynamic Application	5 days from issuance of report by auditor

11.Payment Terms and Schedule

11.1 Payment Terms and Conditions:-

1. Payment Terms:

- i. Advance payment will not be paid
- ii. 75% of the payment would be made against submission of security audit reports to TNeGA / Department. The report should be submitted along with a security audit completion letter.
- iii. Balance 25% will be released after submitting the final audit report and Safe to host Certificate (or) after completion of subsequent 3 iterations as the case may be.
- iv. Payment will be processed only after receipt of the above along with Invoices.

v. All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

vi. Income Tax: As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).

2. IT Security Audit should be completed within 30 days **(i.e., on or before date: DD.MM.YYYY)** from issue of this Work order by TNeGA. The undue delay on the part of Software development team for fixing issues if any should be communicated to TNeGA then and there.

12.APPENDIX – I: Letter of Undertaking

To

Chief Executive Officer,
Tamil Nadu e-Governance Agency (TNeGA),
807, P.T. Lee. Chengalvarayan Naicker Building,
Anna Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in Empanelment of CERT-IN empanelled Audit Agencies for “Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure” for a period of 3 years

- Reg.

Ref: Tender Ref: **TNeGA/OT/ISA/2022-2023**

I/We do hereby submit my/our bid for the Empanelment of CERT-IN empanelled auditors for “Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure” for a period of 3 years

in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as Empanelment of CERT-IN empanelled Audit Agencies for “Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure” for a period of 5 years

per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNeGA and considering this my/our tender.

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last five years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby confirm that our Company has not filed for bankruptcy during the last five years.

I/We ----- hereby confirm that our Company has not violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.

I/We..... shall not sub-contract any works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

I/We..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Tamil Nadu G.O.Ms.No.343, Finance

(Salaries) department, dated 18.9.2020; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

I/We _____ certify that I/we shall not form any consortium with other firms/ organizations/agencies/ companies for carrying out the tasks specified in this RFP.

In case of violation of any of the conditions above, I/Weunderstand that I/We are liable to be blacklisted by TNeGA/Government of Tamil Nadu for a period of five years.

Note:

Declaration in the company's letter head should be submitted as per format given above

If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

No Consortium is allowed.

13.APPENDIX – II: Performance Bank Guarantee (from a Nationalized Bank)

Ref No.

Bank Guarantee No

Dated

To

The Chief Executive Officer,
Tamil Nadu e-Governance Agency,
807,2nd floor, PT Lee Chengalvarayan Naicker Building,
Anna Salai,
Chennai – 600002

e-mail: ceotnega@tn.gov.in

1. Against contract vide Letter of Acceptance of the Tender covering "Tender for " (hereinafter called the said 'contract') entered into between the Tamil Nadu e-Governance Agency, Government of Tamil Nadu, (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we __ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof

has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder

shall have no claim against us for making such payment.

6. We_____Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we,_____Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS NO. 1
Representative

Authorised Bank

(Signature)

(Signature)

Full name and official
Address (in legible letters)
with Bank stamp

Full name, designation and
address (in legible letters)

WITNESS NO. 2

Attorney as per power of (Signature)

Attorney No.....

Full name and official

Dated.....

Address (in legible letters)

14. Appendix – III

Master Service Agreement

*(To be executed on Rs.100/- Non-Judicial Stamp Paper bought in
TamilNadu)*

This **AGREEMENT** is entered into at Chennai on the _day of ____ 2022 between **Tamil Nadu e-Governance Agency**, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its registered office at P.T. Lee Chengalvarayan Naicker Maaligai, 2nd floor, 807, Anna Salai, Chennai -2 hereinafter referred to as “**TNeGA**” (which term shall mean and include its Successors and permitted assigns)

AND

_____, a company registered under the Companies Act, 1956 having its registered office at _____ here in after referred to as the “Successful Bidder” (which term shall mean and include its successors and permitted assigns)

Whereas TNeGA invited a tender vide Tender Ref: _____ for Empanelment of audit agencies for “Application security audit and vulnerability assessment (VA)/ penetration testing (PT) for web application/ mobile application/ infrastructure” as per the Scope of Work clause

(3) Prescribed in the Tender document.

Whereas TNeGA and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions:

- 1) This Contract shall remain in force during the Contract period as per the

Deliverables and Scope of work from the date of signing of this Contract. TNeGA may renew/ extend the contract for a further term based on mutual consent on the same terms and conditions stipulated herein or on such terms and conditions as may be agreed upon by the parties at that time.

- 2) The Successful Bidder agrees to deliver the services as per the scope indicated in Tender Scope of work Clause-8 of this Tender within the stipulated period prescribed by TNeGA at the cost arrived at in the BoQ. This cost is firm and not subject to enhancement.
- 3) The Contractor any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to person or persons whomsoever without the prior written consent of TNeGA.
- 4) Neither TNeGA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond the unreasonable control such as:
 - a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited towards declared or undeclared.
 - c) Accidents or disruptions including, but not limited to fire and explosions.
- 5) The Tender document in relation with this Tender shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

6) Liquidated Damages (LD)

- a. The successful bidder must strictly adhere to the implementation schedule, specified in the RFP & Contract / Work Order and any delay attributable to the successful bidder will enable TNeGA to resort to any or both of the following:
 - i. Claim liquidated damages at 0.25% of the value of work value for delayed performance per week and the maximum LD applicable is 10% of the work order value. When the LD reaches 10% of the contract, TNeGA may terminate the contract due to the non-performance of the successful bidder. However, LD shall not be levied if the delay is attributable to the successful bidder.
 - ii. In case of the termination of the contract by TNeGA due to non-performance of the successful bidder, the Security Deposit will be forfeited.
 - iii. In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the successful bidder.
 - b. The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.
 - c. Notwithstanding anything contained in this clause, TNeGA reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.
- 7) The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this

contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

- 8) Notwithstanding anything contained in the penalty clause, TNeGA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carryout supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders.

9) Payment Terms

- a) Advance payment will not be paid
- b) 75% of the payment would be made against submission of security audit reports to TNeGA / Department. The report should be submitted along with a security audit completion letter.
- c) Balance 25% will be released after submitting the final audit report and Safe to host Certificate (or) after completion of subsequent 3 iterations as the case may be.
- d) Payment will be processed only after receipt of the above along with Invoices.
- e) All taxes and other levies imposed by Governments in India will be paid at actual as applicable.
- f) **Income Tax:** As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).
- g) Any payment due to the successful bidder will be released within 30 (thirty) days from the date of receipt of bills along with acceptance from User Department.

- h) The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder.
- i) The Taxes as applicable during the contract period as specified in the RFP will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.
- j) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed to the respective statutory authorities. TNeGA will not be responsible or liable for default on payment of taxes to the statutory authorities.
- 10) SLA for Security Audit
- 1) The Scope document should be submitted with all the required information (as applicable to the respective application).
 - 2) Department shall ensure the availability of the Developer/SI to coordinate with the audit agency and to complete the audit within time line as per the work order
 - 3) Department/Developer shall ensure the availability of the staging environment to carry out the security audit.
 - 4) Audit Agency has to initiate the audit process within 2 days.
 - 5) Penalty shall not be levied to the auditor if the delay is not attributable to them. Any delay from the department/their SI has to be promptly intimated to the TNeGA immediately through mails/letter communication.

Sl. No.	Stakeholders	Responsibilities	Timeline
1	TNeGA	Processing the request received from the Department & issuance of work	T0

		order (if document all the details required to obtain the quotes)	
2	Audit Agency	Initiate the Audit Process	T1=T0+2 days
		Issuance of First level report	
		Static/Simple Applications	T2=T1+3 days
		Dynamic Application	T2=5 days
		Completion of the Audit	As per Work order
3	Department/Developer	Sharing credentials	1 day from request received
		Static/Simple Applications-fixing the issues	3 days from issuance of report by auditor
		Dynamic Application	5 days from issuance of report by auditor

- 6) The Successful Bidder shall be liable and/or responsible for the compliance of all Statutory Provisions, especially those relating to User Laws in respect of this Contract.
- 7) Any notice from one party to the other given or required to be given here under shall be given by either:
 - a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
 - b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
- 8) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNeGA reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.
- 9) In case of Political uncertainty, examinations may not be conducted by the Government departments for a certain period.
- 10) Termination of Contract
 1. Termination for Default
 - a. TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the successful bidder, terminate the contract in whole or part,
 - i. if the successful bidder fails to deliver any or all of the service within the time period(s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by TNeGA; or

- ii. if the successful bidder fails to perform any of the obligation(s) under the contract; or
- iii. if the successful bidder, in the judgment of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b. In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

2. Termination of Insolvency

TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful 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 that has accrued or will accrue thereafter to TNeGA.

3. Termination of Convenience

TNeGA may by written notice, with a notice period of 15 days sent to the successful bidder, TNeGA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Services rendered by the bidder, as assessed by TNeGA, would be paid for on termination, the successful bidder is not entitled to any compensation whatsoever.

- 11) Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at the last known place of abode or business.
- 12) TNeGA reserves the right to cancel the order(s) and to terminate the

contract in the event of short performance or non-performance of the Successful Bidder.

13) Arbitration and Jurisdiction

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.
- b. If the sole arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Sole Arbitrator shall be appointed by the CEO, TNeGA. The Sole Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. Neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- d. The Sole Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e. The venue of the arbitration shall be Chennai and language English. The fees of the sole arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- f. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

g. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

In Witness whereof the parties here to have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of Tamil Nadu e-Governance Agency
Witness	Witness
Witness	Witness

15. Appendix – IV: AGREEMENT

NON-DISCLOSURE AGREEMENT

(Between CERT-In empanelled Auditor & Auditee)

THIS NON-DISCLOSURE AGREEMENT is made on this xxth day of xxxxx month of XXXX year By and between

Tamil Nadu e-Governance Agency (TNeGA) registered under the societies registration Act having its registered office at P.T Lee Chengalvarayan Naicker Building, 2nd Floor, Anna Salai, Chennai 600002 hereinafter referred to as "Auditee" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the first part .

and

M/s. AAAAAA incorporated/registered under the..... Name of the Act having its registered/corporate office at (herein referred to as "Auditor" which expression shall unless repugnant to the context or meaning thereof, includes its seccessors, assigns, administrators, liquidators and receivers) of the second part

WHEREAS

A. Auditor is a services organization empanelled by the Indian Computer Emergency Response Team (hereinafter CERT-IN) under Department of Electronics & IT, for auditing, including vulnerability assessment and penetration testing of computer systems, networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No.....dated.....

B. Auditor as an empanelled Information Security Auditing organization has agreed to fully comply the "Guidelines for CERT-In Empanelled Information Security Auditing Organizations, Terms & conditions of empanelment and Policy guidelines for handling audit related data" while conducting audits.

C. Auditee is also aware of the aforesaid Guidelines along with

guidelines for Auditee Organizations published by CERT-In.

D. Both Auditor and Auditee have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to Auditee products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

(b) The term "Auditee products" shall include all such products, goods, services, deliverables, which are subject to audit by the empanelled auditor under the Agreement.

2. Protection of Confidential Information.

With respect to any Confidential Information disclosed to it or to which it has access, Auditor affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with scope of audit and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable and requisite steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any such details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from Auditee or any of the prospective clients of Auditee for any purpose.
- (d) Not to make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. without the express written consent of Auditee unless and until need warrants.
- (e) Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the auditee unless and until need arises; and
- (f) Return to the auditee, or destroy, at auditee's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Auditee therefor.
- (g) Not to send Auditee's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Auditee.
- (h) The auditor shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with auditee.

(i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit. In case of information security audits for Government/ critical sector organization, only the man power declared to CERT-In shall be deployed to carry out such audit related activities with prior written consent from competent authority/**Auditee**

(j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Auditor and the Auditee or the nature of services to be provided by Auditor to the Auditee.

(k) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non-disclosure agreement.

3. Onus:

Auditor shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. Permitted disclosure of audit related information:

The auditor may share audit information with CERT-In or similar Government entities mandated under the law as and when called upon to do so by such agencies with prior written information to the Auditee as and when the need requires.

5. Exceptions:

The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:

(a) Which is independently developed by Auditor or lawfully received from another source free of restriction and without breach of this Agreement; or

(b) After it has become generally available to the public without

breach of this Agreement by Auditor; or

(c) Which at the time of disclosure to Auditor was known to such party free of restriction and evidenced by documents in the possession of such party; or

(d) Which Auditee agrees in writing is free of such restrictions; or

(e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information; or

(f) Which is an information which is available from public domain;

6. Remedies:

Auditor acknowledges that any actual or threatened disclosure or use of the Confidential Information by Auditor would be a breach of this agreement and may cause immediate and irreparable loss/harm to Auditee or to its clients; Auditor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Auditee / its clients may be impossible to calculate and compensate fully. Therefore, Auditor acknowledges that in the event of such a breach, Auditee shall be entitled to specific performance by Auditor of its obligations contained in this Agreement. In addition Auditor shall compensate the Auditee for the loss or damages caused to the auditee actual and liquidated damages which may be demanded by Auditee time to time. **Liquidated damages will be determined by TNeGA and same will be borne by the Auditee.** Moreover, Auditee shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Auditor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

7. Need to Know:

Auditor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the such purposes set forth in

the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Auditee without any need for it. No information relating to Auditee shall be hosted or taken outside the country in any circumstances, **will be liable under section 123 of the Indian Evidence Act* and any other procedural laws of India.**

*(**Evidence as to affairs of state:** No one shall be permitted to give any evidence derived from unpublished official records relating to any affairs of State, except with the permission of the officer at the head of the department concerned, who shall give or withhold such permission as he thinks fit).

8. Intellectual Property Rights Protection:

No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

9. No Conflict:

The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

10. Authority:

The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder as empowered by the competent authority.

11. Governing Law:

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at **Chennai/Madras.**

12. Entire Agreement:

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

13. Amendments:

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. Binding Agreement:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Severability:

It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws in vogue, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. Waiver:

Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Survival:

Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

18. Non-solicitation:

During the term of this Agreement and thereafter for a further period of two (2) years Auditor shall not solicit or attempt to solicit Auditee's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to Auditee with any employee and/or consultant of the Auditee who has knowledge of the Confidential Information, without the prior written consent of Auditee unless and until need arises.

19. Conflicts and Dispute:

This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein TNeGA will appoint one arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be in Chennai as per Agreement already entered between TNeGA and M/s.----- . The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.

20. Term:

- iv. This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to **ONE** year.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

(AUDITEE)

(AUDITOR)

Tamil Nadu e-Governance Agency

M/s.AAAAAAAA

WITNESSES:

WITNESSES:

16. Appendix V: Financial Bid – Price bid BOQ

Name of the bidding firm: _____

Address of the bidding firm: _____

S. No	Categorization of Website and Web Applications		Unit	Basic rate in Rs.	GST @18% in Rs.	Total amount in Rs. (incl GST)
A	B		C	D	$E = D \times 18\%$	$F = D + E$
1.	Static Web Applications hosted on windows/Linux (Offsite audit)					
	a.	upto 35 pages	Lumpsum			
	b.	36 - 75 pages	Lumpsum			
	c.	above 75 pages	Lumpsum			
2.	Dynamic Web applications hosted on windows/Linux or					

		equivalent (Offsite audit)				
	a.	upto 100 input fields	Lumpsum			
	b.	101 - 300 input fields	Lumpsum			
	c.	301 - 500 input fields	Lumpsum			
	d.	above 500 input fields	Lumpsum			
		Audit of Mobile Application (Offsite audit)				
3.	a.	no financial transaction capability	Lumpsum			
	b.	has financial transaction capability	Lumpsum			
		Audit of Web service (Offsite audit)				
4.	a.	upto 5 APIs	Per API			
	b.	6- 25 APIs	Per API			
	c.	above 25 APIs	Per API			
5.		Compliance of Payment gateway (Offsite audit)	Lumpsum			
6.		Source Code Audit (Offsite audit)	Lumpsum			
7.		AUA/KUA Compliance Audit (Offsite audit)	Lumpsum			

8.	Man day cost in case above said Application audits to be carried out in Client Premise	per day			
9.	Infrastructure Audit (Onsite audit)				
9.1	External VAPT-Public IP				
	a.	upto 5 public ips	Per ip		
	b.	6 - 10 public ips	Per ip		
	c.	above 10 public ips	Per ip		
9.2	Internal VAPT - Servers / Desktops				
	a.	upto 25 Servers / Desktops/Laptops	Per desktop/servers/Laptops		
	b.	26 to 50 Servers / Desktops/ Laptops	Per desktop/servers/Laptops		
	c.	above 50 Servers / Desktops/ Laptops	Per desktop/servers/Laptops		
9.3	Network Devices Security Assessment				

	a.	upto 10 devices	Per device			
	b.	11 - 20 devices	Per device			
	c.	above 20 devices	Per device			
9.4	Red Team Exercise (Physical Penetration Test, Social Engineering, DOS / DDOS simulation, Ethical Hacking)					
	a.	upto 25 employees or 1 location	Lumpsum			
	b.	26-50 employees or 2-3 locations	Lumpsum			
	c.	above 50 employees or above 3 locations	Lumpsum			

Authorized Signatory (Signature In full):_____

Name and title of Signatory:_____

Seal & Stamp of the Company:_____

Appendix VI - Format for Eligibility Criteria
(S.NO.4.1.5) TECHNICAL SKILLS WITH COMPETENCE
STATEMENT

(to be printed in the letter head of the firm duly signed by the
authorized signatory)

S.No	Technical Skill Details	Bidder Inputs
1	Describe Experience in working with Government Departments and Public Sector for similar Projects.	
2	Describe Quality Management Standards/Certifications	
3	Describe Experience in conducting similar website and web application Security Audit.	
4	Describe Level of understanding of the Project	
5	Provide Vendor's Proposed Technical solution: Type of Security assessment tool will be used for identifying Security Vulnerabilities tools (Licensed/Free) and Technologies.	
6	Describe Project implementation Methodology giving approach of vendor along with rollout plan, Project Management and Reporting.	
7	Describe Level of skills and experience	
8	List Number of CISA/CISSP and other personnel to be deployed on this project. a) No of CISAs:- b) No of CISSPs:- c) Others:-	
9	Number of Personnel in various categories proposed	

	to be deployed on this project. Provide complete details like their Job/Experience/qualifications profile of the Project Manager and other key Personnel to be involved in the project including relevance of Experience of The Individual to the Website & Web Application Security.	
10	Sample Reports, Fulfillment of Audit Requirements as per this RFP Scope of Work- The extent to which Bidder's proposed solution fulfils Department of Information Technology stated requirements asset out in this tender. An assessment of the Bidder's ability to deliver the indicated	

Authorized Signatory (Signature In full):_____

Name and title of Signatory:_____

Seal & Stamp of the Company:_____