REQUEST FOR PROPOSAL
for
Supply, Installation, Training and Support
of
Web Application Vulnerability Scanning Tool

RFP No. 19(10)/TSCA/SDC/2017  Dated 07/04/2018
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## Important Information to Bidders

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<th>Sl. No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender No.</td>
<td>19(10)/TSCA/SDC/2017</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Publication Detail</td>
<td>The tender form can be seen and downloaded from the website <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a> and also from Directorate of IT website at <a href="http://dit.tripura.gov.in">http://dit.tripura.gov.in</a> and <a href="http://tripura.gov.in">http://tripura.gov.in</a>. The stated Tender is in e-Tender mode with built-in e-Bid and their online evaluation and can only be accessed through <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>.</td>
</tr>
<tr>
<td>3.</td>
<td>Date of Publication of e-Tender</td>
<td>07/04/2018 at 4:00 PM</td>
</tr>
<tr>
<td>4.</td>
<td>Last Date of Submission of Pre-Bid Queries</td>
<td>12/04/2018 at 5:00 PM</td>
</tr>
<tr>
<td>5.</td>
<td>Date of Pre-Bid Meeting</td>
<td>16/04/2018 at 11:00 AM</td>
</tr>
<tr>
<td>6.</td>
<td>Last Date and Time for Receipt Of eBids</td>
<td>26/04/2018 at 5:00 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Last Date and Time for Receipt of Demand Draft (DD) of Tender Fee and EMD</td>
<td>27/04/2018 at 5:00 PM</td>
</tr>
<tr>
<td>8.</td>
<td>Date &amp; Time of Opening of Technical Bids</td>
<td>02/05/2018 at 11:00 AM</td>
</tr>
<tr>
<td>9.</td>
<td>Bid Validity Period</td>
<td>180 days from the date of floating the tender.</td>
</tr>
<tr>
<td>10.</td>
<td>Tender Fee</td>
<td>Rs. 500/- in the form of DD in favour of Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura), payable at Agartala.</td>
</tr>
<tr>
<td>11.</td>
<td>EMD Amount</td>
<td>Rs. 12,000 /- in the form of DD in favour of Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) payable at Agartala.</td>
</tr>
<tr>
<td>12.</td>
<td>Performance Bid Security (PBG) Amount</td>
<td>10% of the contract value as a security deposit for period of 1 year 2 months in the form of Demand Draft/Performance Bank Guarantee.</td>
</tr>
<tr>
<td>13.</td>
<td>Address for communication/Submission of DD/ Opening</td>
<td>Member Secretary, Tripura State Computerization Agency (A Society under Directorate of</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Information</td>
<td>Details</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>of Technical &amp; Commercial Bid</td>
<td>Information Technology, Govt. of Tripura), ITI Road, Indranagar, Agartala-799006</td>
</tr>
<tr>
<td>14.</td>
<td>Contact person</td>
<td>Shri. Bidyut Datta, Joint Director</td>
</tr>
<tr>
<td>15.</td>
<td>Contact email</td>
<td><a href="mailto:bidyut.datta@nic.in">bidyut.datta@nic.in</a></td>
</tr>
<tr>
<td>16.</td>
<td>Contact Phone no</td>
<td>0381-2355751</td>
</tr>
</tbody>
</table>
Section-I

1.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. "TSCA" means the Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura).

2. "The Purchaser/Purchaser" means the Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) or any other representative authorized by the TSCA.

3. "Purchase Officer" means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

4. "The Contract" means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.

5. "The Vendor" means the person or the firm or the company with whom the order of or the Procurement of the Tools/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

6. "The Contract Value" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

7. "The Tool" mean the Web Application Vulnerability Scanning Tool which the Vendor is required to supply to the Purchaser under the Contract;

8. "Service" means services ancillary to the supply of the Tool and any other incidental services, such as perpetual licensing, installation, commissioning, configuration, testing, acceptance and one year on call support, provision of technical assistance, on-site training and other obligations of the Vendor covered under the Contract.

9. "IA" shall be mean the Implementation Agency or Vendor to which the work will be awarded.

10. "Acceptance of Bid" means the letter/telex/telegram/fax or any memorandum communicating to the successful bidder/ Vendor the acceptance of his Bid and includes an advance acceptance of his Bid.

11. “Supply” means once the purchaser issues a Purchase Order, the bidder has to supply the Tool within stipulated time.

12. “Delivery” includes logistics and physical delivery of sealed packaged tool at purchaser premise and handing over the same to purchaser representatives.

13. “Installation” includes unpacking, installation and configuration of tools in the proposed location in Data Centre.

14. “Commissioning” includes installation of tool in respective components as per purchaser requirements. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the web application vulnerability scanning tool.

15. “Acceptance” It is acceptance (UAT) by TSCA after commissioning of Tool by successful bidder/ Vendor. Acceptance includes execution of test cases and verifying the expected results by Purchaser or its representatives.

1.2 Scope of Work

1.2.1 Introduction

Web applications are susceptible to attacks that may result in exposure or modification of sensitive data or impact on availability of services to authorized users. Web applications hosted in Tripura State Data Centre (TSDC) have access to critical data (financial data, transactional data etc.) which must be safeguarded at highest priority. Any vulnerabilities in these web applications can be exploited by cyber attackers which in turn results critical information theft, unavailability of services etc. In order to detect and properly defend against these web application threats we must first have the capability to identify these vulnerabilities. This includes performing web application vulnerability scanning.

Web application scanner is an automated vulnerability scanning solution that crawls a website looking for vulnerabilities within web applications. The solution analyses all web pages and files that it finds, and builds a structure of the entire website. The scanner then performs automated checks against security vulnerabilities by launching a series of common web attacks and analyses the results for vulnerabilities.

TSCA is looking for a web application vulnerability scanning tool to identify security vulnerabilities in the web application to be hosted in Tripura State Data Centre. All the web application will be scanned before deployment using the web application vulnerability scanning tool to identify and minimize the security vulnerabilities.

1.2.2 Scope of Work

1. The Directorate of Information Technology (TSCA) is inviting bids for “Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool” at Tripura State Data Centre (TSDC) situated at Indranagar, Agartala.
2. The scope of work for this bid comprises supply, installation, training and support of Web Application Vulnerability Scanning Tool during the contract period.

1.2.3 Supply of Tool

The successful bidder/ Vendor shall have to supply a web application vulnerability scanning tool as per minimum specifications required for the tool mentioned below. Bidder should submit data sheets with detail technical specification. Original Equipment Manufacturer (OEM) of the web application vulnerability scanning tool must be listed in Leaders or Challengers Quadrant of Gartner 2017 Magic Quadrant for Application Security Testing.

1.2.3.1 Specification of Web Application Vulnerability Scanner

<table>
<thead>
<tr>
<th>Feature</th>
<th>Accuracy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web input vector extractor teaser (WIVET) score</td>
<td>90% or more</td>
</tr>
<tr>
<td>SQL Injection detection</td>
<td>100%</td>
</tr>
<tr>
<td>Cross site scripting (XSS) vulnerabilities detection</td>
<td>100%</td>
</tr>
</tbody>
</table>
### Feature | Accuracy
---|---
Local File inclusion (LFI) vulnerabilities detection | 90% or more
Remote File inclusion (RFI) vulnerabilities detection | 100%
URL redirection vulnerability detection | 35% or more

### Feature | Is available?
---|---
Web App Scanner | Yes
Flash Scanner | Yes
CGI scanner | Yes
Web Service Scanner | Yes

#### 1.2.4 Installation, Training and Support of the Tool
The successful bidder/vendor shall be responsible for installation of Web Application Vulnerability Scanning Tool at Tripura State Data Centre (TSDC) situated at Indranagar, Agartala. The successful bidder/vendor shall provide comprehensive hands-on training on use of the supplied Web Application Vulnerability Scanning Tool. The successful bidder/vendor shall provide support for the tool for minimum one-year contract period.

#### 1.2.5 Schedule of requirements
1. The Bidder shall be responsible to Supply, Installation, Training of Web Application Vulnerability Scanning Tool and also provide on-call Support Services as mentioned in this Section.
2. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to TSCA.
3. The licenses of Tools/Software that the Bidder provide should be perpetual software licenses along with maintenance, upgrades and updates during the currency of the contract. The software licenses should not be restricted based on location and TSCA should have the flexibility to use the software licenses for other requirements if required. The Bidder should provide the licensing policy for every software component along with the Technical Bid.
4. The Bidder should ensure that there is a 24x7 comprehensive on-call support arrangement during the currency of the contract with all the OEMs for respective Tool.
5. The Bidder should ensure no tool is declared end-of-support by the respective OEM during the contract duration. If, the OEM declares the tool end of support within the contract period, bidder shall replace it with an equivalent or better substitute without any additional cost to TSCA and without impacting the performance specification of the solution in any manner.
6. Any additional tools, software’s that would be required to meet the requirements will have to be provisioned by the Bidder at no additional cost to TSCA and without any project delays.
7. It is expected that the Bidder will provide the tool after due consideration to the compatibility issues between Windows and Linux operating environment. If there is a problem with compatibility between environments, the Bidder should replace the tool with an equivalent or better version that is acceptable to TSCA at no additional costs to TSCA and without any project delays. The successful bidder/Vendor shall have to provide minimum one hard and two soft copies of all the manuals, documentation, including but not limited to, detailed operations manual, maintenance manual, administration manual, etc. for the tool proposed as part of this Bid. The documentation shall be supplied for Installation, Maintenance and Operations of proposed tool.

8. After acceptance tests and final acceptance of the Tool by TSCA, the successful bidder shall hand over the Tool to the TSCA and shall continue to provide on-call support for the tool for minimum of 1 year period.

1.2.6 Services

1.2.6.1 Requirements and Objectives

1. The Bidder shall provide services for installation, commissioning and other incidental services at Tripura State Data Centre (TSDC) at Indranagar, Agartala.

2. The services, including but not limited to the following, should be provided:
   i. Planning and scheduling for installation and commissioning as per agreed plan.
   ii. Installation of Web Application Vulnerability Scanning Tool.
   iii. On-site Training for the tool provided.
   iv. On-call support for the tool provided for minimum one-year contract period.

3. The successful bidder/Vendor shall be responsible for the generation and submission of necessary documentation required during various phases of the project viz. Planning, Installation, Commissioning and Acceptance. Prior approval from the authority is required on all such documentation before commencement of activity.

4. The successful bidder/Vendor shall be responsible for the installation and commissioning of the tool supplied.

5. The successful bidder/Vendor shall document the baseline for installing and commissioning of the tool and get it approved from TSCA prior to commencement of installation.

6. The installation and commissioning would be considered acceptable only after the conditions stipulated as under Clause 1.2.6.2 are completely met to the satisfaction of TSCA.

1.2.6.2 Installation, Commissioning and Testing

1. The Vendor shall be responsible for installation, commissioning of Web Application Vulnerability Scanning Tool at Tripura State Data Centre under Directorate of Information Technology, Government of Tripura.

2. The Vendor shall ensure correct working of the tool supplied. It shall be responsibility of vendor to furnish necessary certificate to purchaser certifying that the tool conforms to specifications given in the contract.

3. The Vendor should ensure that the tool supplied is of latest version available.

4. Commissioning and acceptance of the system shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of the TSCA:
   • Delivery of the tool under the proposed bill of material at the designated location of installation.
• Installation and configuration of the tool supplied as per requirement of TSCA in accordance with the contract.
• The vendor needs to submit Acceptance Test Readiness Report (ATRR) for user acceptance test to be conducted by the purchaser or its authorized representative.
• Successful acceptance would be certificated by TSCA.

5. Utilization of Tool shall be done after acceptance of Tool is complete.

1.2.6.3 Training

1. The successful bidder/Vendor shall provide comprehensive hands-on training on use of the supplied Web Application Vulnerability Scanning Tool as part of the bid requirement.
2. The Bidder shall provide the training on-site i.e., at Tripura State Data Centre under the Directorate of Information Technology, Indranagar, Agartala.

1.2.6.4 Maintenance & On-call Support Services

1. The Bidder shall be responsible for executing software updates when necessary. These services shall be provided at the time of installation and commissioning and thereafter on ongoing basis till the currency of contract.
2. The successful bidder/vendor shall provide on-call support for one year for any issue related to the tool.

1.2.7 Implementation Schedule

The successful bidder/Vendor shall be responsible for supply, installation, commissioning and training of Web Application Vulnerability Scanning Tool at the Tripura State Data Centre situated at Indranagar, Agartala. In this regard, the successful bidder/vendor must follow the implementation schedule given below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activity</th>
<th>Time line</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Signing of Agreement &amp; issuance of Work Order.</td>
<td>T</td>
</tr>
<tr>
<td>2</td>
<td>Supply of Web Application Vulnerability Scanning Tool.</td>
<td>(T+30) days</td>
</tr>
<tr>
<td>3</td>
<td>Installation of the Web Application Vulnerability Scanning Tool.</td>
<td>(T+40) days</td>
</tr>
<tr>
<td>4</td>
<td>Hands-on on-site training on use of the supplied Web Application Vulnerability Scanning Tool.</td>
<td>(T+45) days</td>
</tr>
<tr>
<td>5</td>
<td>Maintenance and On-call Support.</td>
<td>For minimum of 12 months from the date of acceptance (UAT) by TSCA after commissioning of Tool.</td>
</tr>
</tbody>
</table>

1.2.8 Service Levels and Penalties

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an
efficient manner to the identified users under this procurement. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Parameter of Service Level Agreement</th>
<th>Definition</th>
<th>Service Level Target</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delay in delivery of Tool</td>
<td>Measured as the difference between the planned date for delivery and the actual date of delivery.</td>
<td>Up to 14 days</td>
<td>1% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 14 days &amp;&lt;= 28 days</td>
<td>2% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 28 days</td>
<td>3% of contract value.</td>
</tr>
<tr>
<td>2</td>
<td>Delay in installation and commissioning of Tool</td>
<td>Measured as the difference between the planned date for installation and commissioning and the actual date.</td>
<td>Up to 14 days</td>
<td>1% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 14 days &amp;&lt;= 28 days</td>
<td>2% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 28 days</td>
<td>3% of contract value.</td>
</tr>
<tr>
<td>3</td>
<td>On-site Training</td>
<td>Measured as the difference between the planned date and the actual date.</td>
<td>Up to 14 days</td>
<td>0.5% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 14 days &amp;&lt;= 28 days</td>
<td>1% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 28 days</td>
<td>2% of contract value.</td>
</tr>
<tr>
<td>4</td>
<td>On-call Support</td>
<td>Measured as the difference between the date and time of opening/lodging complaint and the actual date and time for closing/solving the complaint.</td>
<td>Up to next business day</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 1 business day &amp;&lt;= 3 business days</td>
<td>0.1% of contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 3 business days</td>
<td>0.5% of contract value.</td>
</tr>
</tbody>
</table>
1.3 Invitation for Bids

This invitation to bid is for “Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool” for the Tripura State Data Centre situated at Directorate of Information Technology, ITI Road, Indranagar, Agartala.

1. Bidders are advised to study all commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder’s risk and may result in the rejection of the bid.

2. The tender should indicate specifically price and taxes should be as per financial bid. No additional information will be entertained after due date. However, any change in Government taxes will be paid/deducted by the TSCA as per rules. TSCA may reject tenders if they do not carry such information separately and specifically quantitatively.

3. Agency should have Local presence/representative in Tripura and should submit a proof for the same.

4. The bids should indicate that the rates are for the TSCA.

5. The vendor should clearly indicate the delivery period and validity period of the tender.

6. The bidders are required to quote for each item separately. Prices must be quoted in Indian currency only (INR).

7. The tender should be submitted along with refundable EMD of Rs. 12,000/- (Rupees Twelve Thousand) in the form of Demand Draft valid for a period of 3 months in favour of “Member Secretary, Tripura State Computerization Agency” payable at Agartala from Nationalized Bank/ Schedule commercial Bank having branch at Agartala. The issue date of the DD shall be after the floating date of the tender. Tenders which are not accompanied by earnest money and tender fee or incomplete in any respect will be rejected out rightly. All bidders/vendor except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation should submit EMD.

8. Successful bidder has to submit 10% of the total contract value as a security deposit for period of 1 year and 2 months in the form of Demand Draft/Performance Bank Guarantee (As per format given at Annexure 5: Format for Performance Bank Guarantee) from Nationalized Bank/ Schedule commercial Bank having branch at Agartala. After providing the security deposit, EMD of the successful bidder will be returned. However, EMD of the unsuccessful bidder will be returned after issuing of work order to the successful bidder.

9. TSCA reserves the right to reject any or all tenders without assigning any reason whatsoever.

10. The tenders will be opened on the date and the time indicated in the presence of bidders. If the date of opening is declared to be a holiday, the tenders will be opened on the next working day.

11. No advance payment or payment against Performa invoice will be made. Payment will be made after receipt, inspection, installation and testing and final acceptance of the item(s).

12. Any damaged or unapproved goods shall be returned at the bidder’s risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.
13. Printed conditions of the firm sent along with the quotation, if any, shall not be binding on us.
14. Packing list must be put in all packages.
15. On acceptance of tender, the date of delivery should be strictly adhered to otherwise, TSCA reserves the right not to accept the delivery in full or in part. In case the order is not executed within the stipulated period, TSCA will be at liberty to make purchase through other sources, and to forfeit the earnest money of the bidder.
16. Payment of bill will be made through the crossed account payee cheque drawn in favour of bidder or through eRTGS/NEFT on submission of invoice and acceptance from the authorised person of Directorate of Information Technology (DIT) after verification and certification by TSCA.
17. Supply, Installation, Testing, Training and Commissioning of the tool will be as Implementation Schedule given in Clause 1.2.7 after the allotment of work order from TSCA.
18. TSCA shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.
19. The payment shall be made as per below schedule:

<table>
<thead>
<tr>
<th>#</th>
<th>Milestone</th>
<th>% of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, installation and satisfactory commissioning of the Tool.</td>
<td>60% of the contract value</td>
</tr>
<tr>
<td>2</td>
<td>On-site training on use of the Tool supplied.</td>
<td>40% of the contract value</td>
</tr>
</tbody>
</table>
Section-II

2.1 Procedure for submission of bids

The Bid shall be submitted in 4 (Four) parts, post registration in the http://tripuratenders.gov.in as under:

PART-I:

Tender Fees and EMD: Bidder is expected to scan the relevant drafts into PDF format (in 150 dpi scan resolution). Documents to be uploaded in My Space:

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>Documents required to upload</th>
<th>Where documents shall be uploaded in “My Space” of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>“My Space” Category</td>
</tr>
<tr>
<td>1</td>
<td>PAN Card</td>
<td>Tax related documents</td>
</tr>
<tr>
<td>2</td>
<td>GST Registration Certificate</td>
<td>Tax related documents</td>
</tr>
<tr>
<td>3</td>
<td>Audited Balance sheets</td>
<td>Financial Details</td>
</tr>
<tr>
<td>4</td>
<td>Certificate of incorporation, Undertaking for Opening of Office or Local Office address and any other relevant document if reqd.</td>
<td>Misc. document</td>
</tr>
</tbody>
</table>

PART-II: Pre-Qualification Documents

Digitally signed Tender Document is to be downloaded. The Tender document shall be downloaded by the Bidder, digitally signed and upload the same for submission of “Pre-Qualification” during actual bidding session, which will be regarded as equivalent to signing all pages of the Tender Document.

All documents to be submitted for Pre-qualification as per Clause 2.7 of Section-II below are free format except “Format for Profile of Bidding Firm” as per Annexure 2: Profile of the Bidding Firm and “Bidder’s Prior Experience” as per Annexure 3: Pre-Qualification Citations in this Bid document.

For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

PART-III: Technical Bid

Complete technical details, data sheet, Manufacturer Authorization Form (MAF) / OEM Authorization certificate and detail technical specification for the item to be offered & any other relevant documents.

PART-IV: Financial Bid

A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and
no other format will be acceptable. Financial Bid will be considered for evaluation for those Bidders who have cleared the Part-II & Part-III.

2.2 Tender Preparation Cost
The bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct, or outcome of the Tendering Process. Tender document can also be downloaded from https://tripuratenders.gov.in, http://tripura.gov.in and http://dit.tripura.gov.in.

2.3 Clarification of Tender Document
A prospective bidder requiring any clarification of the tender document may notify the client in the email address specified in “Important Information to Bidders”. The template for clarification/pre-bid queries is given in Annexure 1: Template for Pre-Bid Queries. The client will respond in writing to any request for clarification of the tender document, received not later than the last date of submission of pre-bid queries mentioned in Important Information to Bidders section. In case of any further clarification on any of the points in the tender, if required, a meeting can be held.

2.4 Amendment of Tender Document
1. At any time prior to the last date for receipt of bids, the client may for any reason, whether at its own initiative or in response to a clarification request by the prospective bidder, modify the tender document by an amendment.
2. The amendment/ Corrigendum if any will be notified in https://tripuratenders.gov.in and will also be uploaded at www.dit.tripura.gov.in. and will be binding on the bidders. The bidders have to check the website regularly for any updates.
3. In order to afford prospective bidder reasonable time in which to take the amendment into the account in preparing their bids, the TSCA may, at its discretion, extend the last date for the receipt of the Bids.

2.5 Language of Bids
The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the client, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another so as long accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.6 Bid Evaluation
2.6.1 Part I – Bid Security
Bidders who have submitted the valid tender fees and EMD shall be considered for further evaluation.

2.6.2 Part II – Prequalification Criteria
The Evaluation Committee would evaluate the Pre-qualification. Bidders should be ready to give any clarification asked by the evaluation committee. If bidder does not fulfil all the conditions mentioned in the Eligibility Criteria, his Technical bid will not be considered for evaluation.
2.6.3 Part III - Opening and Evaluation of Technical Bids
The Evaluation Committee would evaluate the technical bids. Bidders should be ready to reply to all the queries raised by the evaluation committee in front of the Evaluation Committee at a date, time and location determined by TSCA.

TSCA may also undertake oral clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in (Annexure 4: Technical Evaluation Criteria). The marking scheme presented is an indication of the relative importance of the evaluation criteria.

Bidders securing a minimum of 75% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids which don’t secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

2.6.4 Part IV - Opening and Evaluation of Financial Bids
Financial bids of only technically qualified bidders shall be evaluated. The bids, found lacking in strict compliance to the commercial bid format shall be rejected straightaway. On opening the financial bids, the Evaluation Committee shall read out the financial bids to all the technically qualified bidders and note the same. All the financial bids shall then be ranked according to the financial bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial bids of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial bid. However, in this case, the revised financial bids should be less than the lowest financial bid quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

2.7 Eligibility Criteria
The following are the conditions, which are to be necessarily fulfilled, to be eligible for Prequalification and Technical evaluation. Only those interested Bidders who satisfy the following eligibility criteria should respond to this RFP:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder should be registered under the Companies Act, 1956 or Companies Act 2013 and should have been in existence for the last 5 years in the field of supply of software.</td>
<td>Certificate of Incorporation.</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have an average annual turnover of not less than INR 20 Lakhs</td>
<td>Copy of the audited profit and loss account/ Statutory Auditors Certificated letter/ certified balance sheet of the last</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Criteria</td>
<td>Documents</td>
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<tr>
<td>3</td>
<td>The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central / State Government/Government agencies/ PSUs/ World Bank etc.</td>
<td>Bidder should submit a duly notarized affidavit in this regard.</td>
</tr>
<tr>
<td>4</td>
<td>Permanent Account Number (PAN) of Bidder available from Income Tax authorities and Service tax registration.</td>
<td>Supporting documents to be provided.</td>
</tr>
<tr>
<td>5</td>
<td>The Bidder should have GST Registration in accordance with Goods and Services Tax Act, 2017.</td>
<td>GST Registration Certificate.</td>
</tr>
<tr>
<td>6</td>
<td>The Bidder should have prior experience in supply and installation of minimum three security software/tools in last 3 years.</td>
<td>Work completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</td>
</tr>
<tr>
<td>7</td>
<td>The Bidder should submit Tender Fee of INR 500 and EMD of INR 12,000 by DD from a nationalised / scheduled bank in favour of the “Member Secretary, Tripura State Computerisation Agency” payable at Agartala.</td>
<td>Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation shall submit DD of EMD and Tender Fee before the bid submission end date.</td>
</tr>
</tbody>
</table>
Section – III

3.1 General Terms and Conditions

1. The Vendor is required to attach a proper and latest OEM Authorization certificate on their letter head indicating the Tender /Enquiry Ref. number and date. Without proper authorization letter, the offer will be REJECTED.

2. OEM of Web application vulnerability scanning tool should be listed Leaders or Challengers Quadrant of Gartner Magic Quadrant 2017 for Application Security Testing.

3. The vendor is required to install the items to the satisfaction of the buyer at respective locations.

4. The vendor is required to clearly mention the make/type/model of the item. The vendor is also required to attach original manufacturer’s Datasheets; otherwise the quotation is liable to be rejected.

5. The Vendor should adhere with all seriousness to the time schedule provided by the TSCA.

6. There is no provision for making advance payment to the vendor as per the TSCA rules.

7. The vendor is required to supply all relevant user manuals/documentation, software along with the tool.

8. The bid should be valid for 180 days.

9. The rates are to be quoted as per BoQ. Prices should be firm and fixed.

10. The vendor should provide and attach the following details along with its quotations: Quantity of similar items supplied in last one year, List of reputed customers dealt with them, latest copy of Income Tax Return Form, PAN /TAN Copy of the Registration firm.

11. The vendor should ensure on-call support for the supplied tool for at least 1 year.

12. This process shall be governed by the laws of India and only the courts of Agartala, Tripura shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.
Annexure 1: Template for Pre-Bid Queries

Bidders requiring specific points of clarification may communicate with the Member Secretary, TSCA, during the specific period using the following format.

**RFP No:**

**Name of Project:** Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool

**Name of the Bidder:**

**Contact Address of the Bidder:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Section No.</th>
<th>Page No.</th>
<th>Query</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries should be sent in this format to bidyut.data@nic.in. No other format is acceptable apart from this format. Any query received after the last date of submission of pre-bid queries mentioned in Important Information to Bidders section will not be answered.
Annexure 2: Profile of the Bidding Firm

A. Background Information

| Name of the firm: |  |
| Registered Office Address: |  |
| Name of the Authorised Signatory and contact details: |  |

B. Financial Information

| Financial Year | Audited Annual Turnover (INR Lakhs) |  |
|  |  |  |
|  |  |  |
|  |  |  |

C. Other Information

| Total number of Employees |  |
| List of Quality Certifications |  |
| Similar Tools supplied before |  |

Note:

1. Submit the audited financial statement / audited annual report of the last three financial years (i.e. FY 14-15, FY 15-16 and FY 16-17).
## Annexure 3: Pre-Qualification Citations

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Bidder’s Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Bidder entity</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Assignment Name</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of Client</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name of the entity engaged in the Assignment</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contact Details <em>(Contact Name, Address, Telephone Number)</em></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Approximate Value of the Contract</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Duration of Assignment (months)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Award Date (month/year)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Completion Date (month/year)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Narrative description of the project</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Details of Work that defines the scope relevant to the requirement</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Documentary Evidence attached</td>
<td></td>
</tr>
</tbody>
</table>
## Annexure 4: Technical Evaluation Criteria

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Criteria</th>
<th>Requirements</th>
<th>Max Marks</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Period (in years) of existence of the Bidder in India.</td>
<td>≥ 10 Years = 25 Marks &lt;br&gt;≥ 8 and &lt; 10 = 22.5 marks &lt;br&gt;≥ 6 and &lt; 8 = 20 marks &lt;br&gt;≥ 5 and &lt; 6 = 18.75 marks</td>
<td>25</td>
<td>Certificate of Incorporation</td>
</tr>
<tr>
<td>2</td>
<td>Average Annual turnover of the Bidder for last three FY (FY 14-15, FY 15-16 and FY 16-17)</td>
<td>≥ 1 Cr= 25 marks &lt;br&gt;≥ 50 Lakhs and &lt; 1 Cr= 20 marks. &lt;br&gt;≥ 20 Lakhs and &lt; 50 Lakhs = 18.75 marks.</td>
<td>25</td>
<td>Copy of the audited profit and loss account/ Statutory Auditors Certificated letter/ certified balance sheet of the last three financial years. (F.Y. 2016-17, 2015-16 and 2014-15 respectively).</td>
</tr>
<tr>
<td>3</td>
<td>Technical specification of the Item</td>
<td>Percentage of Technical Specification satisfied (Best Specification will get highest marks. Technical Bid Evaluation Committee will decide suitability of the product and provide the marks)</td>
<td>25</td>
<td>Necessary data sheet and Manufacturer Authorization Form (MAF).</td>
</tr>
<tr>
<td>4</td>
<td>Prior Experience: Number of security software / tools supplied and installed in last 3 years</td>
<td>≥ 10 = 25 Marks &lt;br&gt;≥ 8 and &lt; 10= 22.5 marks &lt;br&gt;≥ 5 and &lt; 8= 20 marks &lt;br&gt;≥ 3 and &lt; 5= 18.75 marks</td>
<td>25</td>
<td>Work completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</td>
</tr>
</tbody>
</table>

- Note: The point system and points in the evaluation table are indicative, however evaluation committee reserves the right to change the points and point system for free and fair competition, if necessary.
- Note: Please submit all documentary evidence in support of above evaluation criteria.
Annexure 5: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No. Date:

To
Member Secretary,
Tripura State Computerization Agency
(A society of Directorate of Information Technology, Govt. of Tripura)
IT Bhavan, ITI Road,
Indranagar; Agartala

Dear Sir,

WHEREAS ... (Name of IA) hereinafter called "the IA" has undertaken, in pursuance of work order dated .... 2018 to Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool at Tripura State Data Centre for Tripura State Computerization Agency(TSCA) a society of Directorate of Information Technology, Govt. of Tripura.

AND WHEREAS it has been stipulated in the said work order that the IA shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized Bank/ Schedule commercial Bank having branch at Agartala for the project/performance for Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool at Tripura State Data Centre as per the terms and conditions of the Tender.

WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give TSCA the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. ___________ (being 10% of the sum of contract value) to TSCA under the terms of their Agreement dated on account of full or partial non-performance / non- implementation and/or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards TSCA under this Guarantee shall not, under any circumstances, exceed in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from TSCA stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to TSCA any and all sums demanded by TSCA under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from
TSCA to the Bank shall be sent by Registered Post (Acknowledgement Due)/FAX/Email at the following address: Attention Mr. __________________________.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of one year and two months from the date of issue of this Guarantee. However, the Guarantee shall, not less than one year and two months, be extended by the Bank for further period.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
   a. Any change or amendment to the terms and conditions of the work order or the execution of any further Work order.
   b. Any breach or non-compliance by the IA with any of the terms and conditions of any Agreements/credit arrangement, present or future, between IA and the Bank.

5. The BANK also agrees that TSCA at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against IA and not withstanding any security or other guarantee that TSCA may have in relation to the IA’s liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of TSCA or any other indulgence shown by TSCA or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and only the courts of Agartala, Tripura shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this……………………… the ………………. Day of ……………………..2018

Witness

(Signature) (Signature)
(Name) (Name)

Bank Rubber Stamp

(Official Address) Designation with Bank

Stamp Plus Attorney as per Power of Attorney No. Dated:
Annexure 6: Un-Priced Bills of Materials

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Item Code</th>
<th>Make</th>
<th>Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1. Web Application Vulnerability Scanning Tool</td>
<td>item1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure 7: Bid Proposal Format

**Bidder's Proposal Reference No & Date:**

Bidder’s Name & Address:

Person to be contacted:

Designation

Telephone No: Fax No: Email:

To <>

Subject: Tender for Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool.

Sir,

1. We, the undersigned bidders, having read and examined in detail general terms and conditions, the specifications and the entire Tender document in respect of the Supply, Installation, Training and Support of Web Application Vulnerability Scanning Tool in the bidding document.

2. All price mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the last date of submission of bids.

3. We do hereby confirm that the bid prices are inclusive of all taxes, wherever applicable.

4. We declare that all the services shall be performed strictly in accordance with the fine-tuned technical specifications. No Technical deviation will be acceptable and any technical deviation is liable to rejection of tender.

5. We hereby declare that our proposal is made in good faith and the information contained in this proposal is true and correct to the best of our knowledge & belief.

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

Thanking you

Yours Faithfully

(Signature)

Date Name

Place Designation

Business Address Seal