

NOTICE INVITING TENDER INSTRUCTIONS

1. Tenders will be accepted through sealed quotations only.
2. In case tender opening date is declared a Holiday, tenders shall be opened on next working day at the same time as specified in the NIT
3. Tenders must be accompanied by Tender fee and earnest money without which same shall be liable to be rejected.
4. Tender fee/processing fee and earnest money should be remitted separately vide demand drafts to be issued in the name of "The Punjab State Cooperative Milk Producers' Federation Ltd."
5. Parties registered with DGS & D/C.O.S/S.S.I shall also be required to deposit earnest money along with the tender.
6. The bidder should be a CERT-in impanelled auditor as on the date of bidding and during the period of execution of the audit process.
7. Bidder whose earnest money is already lying with "Verka" against previous rate contract if any or due to any other reason will not be exempted for deposit of the earnest money. Such parties should deposit fresh earnest money.
8. Earnest money of unsuccessful tenderer shall be returned after finalization of the tender.
9. Only "Valid" offer shall be considered.
10. Offers should be strictly according to our specifications/Scope of work annexed. The best practices and standards issued by CERT-in of the Department of Information Technology, Government of India, available in www.cert-in.org.in shall be the essence of the audit task.
11. Normally rate contracts will be finalized on the basis of lowest offer strictly as per N.I.T terms & conditions. However, in exceptional cases, where the lowest rates are not found reasonable, Verka may negotiate the rates/items with valid L-1 only.
12. The management reserves the right to accept/reject, any/all tenders, in part/full thereof without assigning any reason whatsoever.

Seen and accepted

For Managing Director
Verka Punjab

Signature of Tenderer/ authorized
Representative with Office rubber stamp.

TENDER DETAILS AND SCHEDULE

S. No.	Item	Particulars
1	Online link	http://verka.coop/tenders
2	Tender Fee	Rs. 500/- (Rupees Five Hundred Only) Non Refundable.
3	Earnest Money deposit	Rs. 5,000/- (Rupees Five Thousand only)
4	Bid submission dates	09.12.2020 to 23.12.2020
5	Technical bid opening dates	24.12.2020
6	Financial bid opening dates	Shall be conveyed to the bidders who clear the technical bid round.
7	Contact detail for communication	Vikram Katyal Website Coordinator. Verka Corporate Office SCO 153-155, Sector 34-A, Chandigarh-160022 Tel – 0172-5041820 Email: vikramkatyal@verka.coop

THE PUNJAB STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED
SCO 153-155, SECTOR - 34A, CHANDIGARH - 160022

**TERMS & CONDITIONS FOR WEBSITE SECURITY AUDIT BY A CERT-in
IMPANELLED AGENCY**

1. The website security audit task shall be carried out as per the document "Scope of Work" (Annexure 4)
2. Nominal Membership: **Successful bidder** shall have to become Nominal Member of Milkfed as per Milkfed Bye-Laws No. 5.2 with latest amendment dated 25.5.2001 after Depositing **Membership Fee of Rs. 1000/- only once for all (non-returnable)** along with prescribed format duly signed.
3. **EARNEST MONEY/SECURITY DEPOSIT**
 - i. Earnest money Deposit of **Rs. 5000.00 (Rs. Five Thousand Only)** should be deposited through Demand Draft in the name of "The Punjab State Cooperative Milk Producers' Federation Ltd., payable at Chandigarh.
 - ii. The Tender fee shall be **Rs. 500.00 (Rupees Five Hundred Only)** which is non-refundable should be deposited through Demand Draft in the name of "The Punjab State Cooperative Milk Producers' Federation Ltd., Payable at Chandigarh
 - iii. The earnest money of the successful bidder shall be retained as security and will be returned only after the successful/faithful execution/completion of the Web security audit. No interest shall be paid on EMD/Security.
4. **REQUISITES FOR BIDDER**
 - a. The bidder should be a CERT-in impanelled auditor as on the date of bidding and during the period of execution of the audit process. Third party provisions are not allowed during testing/audit/certificate generation etc.
 - b. The certificate of empanelment has to be annexed.
 - c. The bidder should have ample experience in web security audit and related IT ventures. As a technical criterion, the **bidder should have conducted a minimum of 10 Web security audits since FY 2017-18 till Oct-2020, 2 of which should be mandatorily Government/PSU**. In this regards, the stamped and signed copies of the Work orders should be annexed.
 - d. The bidder should be well equipped with able manpower and facilities of Web Testing and inspection.
5. Bidders are required to send sealed documents in separate envelopes as follows:

Envelop 1: TECHNICAL ASSESSMENT DOCUMENTS

- a. Filled, Signed and stamped copy of Terms and Conditions
- b. Filled, Signed and stamped copy of Annexures 1 to 4.

- c. Signed and stamped copy of CERT-in certification/related orders.
- d. Signed and stamped copies of work orders, (Min 10) out of which Govt./PSU should be 2. Refer Annexure 1.
- e. Demand Drafts – Tender fee Rs. 500/- and EMD Rs. 5000/-.

Envelop 2: Financial Bid Proforma, duly filled, signed and stamped. (Refer Annexure 5)

The above two envelopes should be further sealed within a 3rd Envelop with header “Quotation for Web Security Audit of Verka official website”.

The price bid of only those bidders shall be considered for price opening who fulfil the technical Assessment Criteria. The technical bid should contain all the necessary documents as required in tender document. Verka reserves the right to obtain or not to obtain any clarifications/documents in the matter after opening of bids.

6. VALIDITY OF THE BID:

The bids shall remain valid for 90 days after the date of bid opening. A bid valid for a shorter period may be rejected by the purchaser as non-responsive.

“In exceptional circumstances, the purchaser may solicit the bidders’ consent to an extension of the period of validity. The request and the responses there shall be made in writing. The bid security/EMD provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security/EMD. A bidder granting the request will not be required nor permitted to modify its bid”.

7. BID PRICE:

- i. The price quoted should be firm and free from escalation. The quoted rates should be all inclusive of testing, consulting, documentation, linking up with M/s Cyfuture India Pvt. Ltd., Noida whether online or vide personnel visits required in the matter.
- ii. If during the currency of the delivery process, there is a variation in the statutory levies, e.g. GST, or a fresh levy is imposed on the service based activity, this may be allowed on the production of documentary proof in its support by the Service Provider. In case the rate of GST or any other statutory Levy reduces during the currency of the activity, the benefit of the same should be passed to Milkfed Punjab and the bill shall be processed as per the new rules/rates.

However, in no case there shall be increase in the Basic Price Quoted and no requests related to same shall be entertained against whatsoever reasons.

8. BID CURRENCY:

For all services covered in this bidding document, prices should be quoted in Indian Rupees only.

9. BASIS of evaluation of price/Ranking of offers:

The overall lowest bidder as quoted in the price bid shall be considered for placement of work order.

10. PAYMENT TERMS:

Sr. No.	Payment Instalments	Timeline
1	--	Submission and acceptance of VAPT report./Scan-1 report.
2	100%	Against invoice raised upon submission and acceptance of Re-Scan report/s. The invoice submitted by the party should be supported with a copy of the VAPT report, Re-Scan report/s and certificate/affirmation if any from CERT-In empanelled Auditor, thus affirming the audit process is completed.

11. PENALTY CLAUSE

Should the service provider fail to adhere to the timelines, the company shall be entitled at its option either:

- I. To recover from the service provider, a sum of 0.5% of the total price quoted (Excluding GST) for failure to start /finish the work for each week, during which the respective deliverable is delayed subject to a maximum of 5% of the price.
- II. To cancel the work order, if deemed.

12. BREACH OF TERMS AND CONDITIONS

- a. The earnest money deposit furnished by a firm will be liable to be forfeited in full (including excess amount of earnest money, if deposited), if the firm withdraws as a whole or for any particular item at any stage during the tenure of the tender or fails/refuses to enter into written agreement once the rate for any/all item/s is/are accepted within the time specified when requested to do so by this office and/or refuses to deposit security money. Such firms offer may not be taken into consideration in future and may be liable for blacklisting for 3 (three) years.
- b. The security money deposit furnished by a bidder is liable to be forfeited in full (including excess amount of security money, if deposited) along with cancellation of order without prejudice in the event of failure/refusal to maintain the delivery schedule and/or non-observance of terms & conditions of tender and/or contracted specifications and/or quality/quantity and the authority will be at liberty to terminate the contract as a whole or party.
- c. Contract can be terminated earlier in case of any breach of contractual obligations and/or malafied /undesirable activity on the part of supplier, within 7 days' prior

notice. Verka reserves the right to extend /reduce the contract period at approved rates, terms and conditions depending on the requirements of our member Verka dairy.

13. FORCE MAJEURE CLAUSE

- i. Nothing standing the provisions of aforesaid Penalty Clause, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- ii. For the purpose of this clause, "Force Majeure" means an event beyond the control of supplier and not involving the supplier fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchase either in its sovereign or contractual capacity, wars, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a force majeure situation arises, the supplier shall promptly notify the purchase in writing of such conditions and cause thereof. Unless otherwise directed by the purchaser, in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and alternate means for performance not prevented by the Force Majeure event.

14. STATUTORY DEDUCTIONS

- i. The statutory deductions such as Income Tax, ESI/EPF etc. wherever applicable will be made as per rules/legal provisions. The bidder should also enclose copy of documents of identity of the bidder/supplier, PAN card, GST Number etc.
- ii. Bank charges, if any of supplier's bankers shall be paid to their account and of our banker to our account.

15. MAINTAINING ETHICAL STANDARDS IN BUSINESS

It is highly necessary for the suppliers to ensure that business ethics are maintained at the highest degree with our dairy. In no case unethical practice by the supplier by way of offering either cash or in kind or compensation in any form will be tolerated.

By any chance if it comes to our notice that supplier or any of his employee/representative/Agent has tried to initiate such unfair business practices with any of our employee or any of the employee/decision maker of our union/village societies even with/without any documentary evidences, the same shall be considered as a cancellation of the P.O. and we reserve our right to terminate/suspend the P.O. during any time without assigning any reason thereof.

16. ARBITRATION

In the event of any difference or dispute having arisen out of any contract or agreement at Milkfed Level/Unit Level/Union Level the same shall be referred to the Registrar, Cooperative Societies, Punjab to decide the dispute himself; or transfer it for disposal to any office not below the rank of Deputy Registrar, Cooperative Societies, Punjab for dispute resolution by the arbitrator. The provision of the Punjab Cooperative Societies Act, 1961 and rules, 1963 as amended up to date shall apply to arbitration proceedings which shall be held in the office of designated arbitrator.

Seen and Accepted:

Name, Seal and Signature.

TECHNICAL ASSESSMENT FORM

All documents submitted for Technical Assessment should be stamped and signed.

S. No.	PARTICULARS TO BE FURNISHED	
1	Name of the Bidder	
2	Full Address of the Bidder	
3	Mobile	
4	Email	
5	Nature of business/item manufacture	
6	a) In case of Proprietary company. Name, address and telephone number of the proprietor.	
	b) In case of Partnership company. Name, address and telephone number of partners	
	c) In case of Public/Private company. Name, address and telephone number of Chief Executive.	
7	Person to be contacted for clarifications, POs, supplies etc.	
8	Type of industry Small Scale, medium scale, large scale (Copy of Registration Certificate/approval certificate from competent authority be enclosed)	
9	Year of commencement of IT operations.	
10	CERT-IN CERTIFIED? ATTACH PROOF.	
11	Carrying out Security Audits since (Mention Year)	
12	Annual turnover during last 3 years	
13	Whether equipped with facilities of Web testing and inspection	
14	Number of Web Security Audits carried out till date:	Government: PSU: Private: Total:

15	Total employee strength of which technical Manpower deployed	Total staff: Technical Staff:
16	<p>List of top 10 major Web-Security audit projects handled since April 2017 till Oct-2020. (Note – At least 2/10 should be Government / PSU)</p> <p>Project 1: Organisation: Year Govt/PSU/Private:</p> <p>Project 2: Organisation: Year Govt/PSU/Private:</p> <p>Project 3: Organisation: Year Govt/PSU/Private:</p> <p>Project 4 Organisation: Year Govt/PSU/Private:</p> <p>Project 5 Organisation: Year Govt/PSU/Private:</p> <p>Project 6 Organisation: Year Govt/PSU/Private:</p> <p>Project 7 Organisation: Year Govt/PSU/Private:</p> <p>Project 8 Organisation: Year Govt/PSU/Private:</p> <p>Project 9 Organisation: Year Govt/PSU/Private:</p>	

	Project 10 Organisation: Year Govt./PSU/Private:	
17	Certificate of not being blacklisted.	
18	Copy of PAN Number	
19	Copy of GST Certificate	
20	Signed and stamped copy of all annexures.(1-4)	
21	EMD Rs. 5000/- Bank Name D.D. Number	
22	Tender Fee Rs. 5000/- Bank Name D.D. Number	

Certified that the information given above is correct to the best of my knowledge

All copies – signed and stamped have been submitted.

SIGNATURE

NAME.....

DESIGNATION.....

PLACE.....

DATE.....

SEAL

Annexure-2

TENDER ACCEPTANCE LETTER

To be given on Company Letter Head Only.

The Managing Director,
The Punjab State Cooperative Milk Producers' Federation Ltd.
SCO 153-155, Sector 34-A
Chandigarh-160022.

Subject: - ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

Tender Reference No. _____

Tender ID No. _____

Name of the Tender/Work/Item _____

Dear Sir.

1. I/We have downloaded /obtained the tender document(s) for the above mentioned "Tender/Work/Item" from the website(s) namely: _____.
2. I/We hereby certify that I/We have read and understood the entire Terms and Conditions of the tender documents (Including all documents like Special Notes, Annexure(s), Schedule(s) , Specifications of the item(s) etc.) which form part of the tender and I/We shall abide hereby the Terms/Conditions/Clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally agree and accept the tender conditions of the above mentioned document(s), Corrigendum(s) in its totality and entirety.
5. In case any provisions of this tender are found violated and breached, then your department/Organisation shall without prejudice to any other legal right or remedy be at liberty to reject the tender /bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder with official seal)

Annexure 3

CERTIFICATE OF NOT BEING BLACKLISTED.(Non Judicial Notarised)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that our company M/s_____ intends to submit the tender regarding Web Security Audit of Verka official website www.verka.coop.

We declare that our company has not been blacklisted or barred by any Central/State Government departments/Public sector banks/Financial institutions/hold any sanctions/blacklisting by any Government/Quasi Government agency or any multi-lateral donor body.

Certified that the information given above is correct to the best of my knowledge

Name of the Bidder	
Designation	
Email	
Mobile	
Contact Address	

*All details except email in CAPITALS only.

Signature & Stamp

Date:

SCOPE OF WORK

1. The scope of this engagement will be the Web Application Security Auditing, also known as Vulnerability Assessment and Penetration Testing (VAPT) and malware scanning/removal of the official website of The Punjab State Cooperative Milk Producers' Federation Limited, which is www.verka.coop
2. The security audit should be performed by a CERT-In empanelled auditor, as per the best practices and standards issued by CERT-In of the Department of Information Technology, Government of India, available in www.cert-in.org.in. The certificate of empanelment of has to be submitted along with the offer.
3. The following services will have to be provided:
 - I. Exhaustive Vulnerability Assessment and Penetration Testing (VAPT) of Milkfed's official website in order to identify security loopholes.
 - II. On completion of the VAPT, a comprehensive security audit report would be made available to Milkfed Punjab detailing the following:
 - a. Affected URLs/Pages
 - b. Issues found
 - c. Threat type
 - d. Threat level
 - e. Consequences
 - f. Steps to recreate
 - g. Steps to fix the vulnerability (Patching)
 - h. Best practices while development.
 - III. Assistance in patching found security vulnerabilities.
 - IV. Rescanning audit of the Punjab Milkfed website www.verka.coop files based on recommendation of the First Security Audit and submission of report.
 - V. Furnish certificate for the website on successful completion of the security audit stating that the website is free from security vulnerabilities.
4. The first security audit report and re-scan security audit report should contain:
 - I. Identification of auditee (Address & Contact information)
 - II. Date(s) and location of Audit.
 - III. Terms of reference (As agreed between the auditee and auditor), including standard for audit, if any.
 - IV. Audit plan
 - V. Summary of audit findings including identification tests, tools used and results of tests performed.
 - VI. Analysis of vulnerabilities and issues of concern
 - VII. Recommendations for action
 - VIII. Personnel involved in the audit, including identification of any trainees.

5. The CERT-In empanelled security Auditor will provide the above mentioned services for the following portals:
- I. ICT Infrastructure of www.verka.coop
 - II. Web Application Server
 - III. Database Server

6. Methodology:

Exhaustive Vulnerability Assessment and Penetration Testing (VAPT) will be performed along with Business Logic Testing that would identify security loopholes in the Web Application that could potentially allow a malicious user to gain access to the system or perform malicious operations.

The Web Application Security Testing should be based on the OWASP (Open Web Application Security Project) Testing Methodologies and OWASP Testing Framework. The testing procedure should comply with CERT-In best practices and quality standards expected by them. The security testing should be a hybrid of Manual and Automated Vulnerability Testing.

7. Confidentiality

All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner.

8. Technical Details

The technical details of the website are as follows:

Website	www.verka.coop
Hosting Space	480GB
Security	Firewall, Portblock etc.
Database	My SQL
Operating System	CENTOS 7
CMS	Word Press V. 5.3.2
Web Server	Apache 2
PHP	Version 7.20
No. of pages	100 + pages
Website size	3.6 Gig's
Any other details	
Created by	M/s Cyfuture India Pvt. Ltd, Noida
Hosted by	M/s Cyfuture India Pvt. Ltd., Noida

For ant technical collaboration/assistance if any, the auditor may contact the personnel at M/s Cyfuture India Pvt. Ltd. Noida, whose contact shall be provided to the selected bidder.

9. Deliverables with Timeline

S. No.	Deliverable	Timeline	Remarks
1	Start of VAPT	Within 7 days of receipt of Work Order	Milkfed Punjab should be intimated vide official email that VAPT has been initiated.
2	Completion of VAPT and submission of VAPT report	15 working days (Excluding weekends and Holidays) after initiation of VAPT	A detailed report to be submitted vide email and hard-copy to Verka Head Office, Chandigarh.
3	Re-Scan Audit and submission of final Audit Report.	7 Working days (Excluding weekends and holidays) after Milkfed Punjab's confirmation to the party that the security issues as detailed in the VAPT report have been fixed.	A detailed report to be submitted vide email and hard-copy to Verka Head Office, Chandigarh.

Annexure 5

PRICE BID PROFORMA (To be submitted in separate sealed envelope)

Name of the Bidder: _____

S. NO.	PARTICULARS	AMOUNT (IN RUPEES)
1	Charges for Web Security Audit of www.verka.coop , i.e. the official website of “The Punjab State Cooperative Milk Producers’ Federation Ltd., Punjab” as per SCOPE OF WORK at Annexure-4 and TERMS AND CONDITIONS.	
2	Taxes applicable at _____%	
3	Total Price inclusive of Taxes (Rounded off to nearest Rupee) = Sr. 1+Sr. 2	
4	Total Price inclusive of Taxes. (In words)	

NOTE TO BIDDERS

- I. All bidders are required to quote the Price-Bid separately
- II. Please indicate the nature of Taxes & Duties etc. applicable and its rates.