

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

Online Tender documents are invited for “APPLICATION SECURITY AUDIT AND VULNERABILITY ASSESSMENT (VA) / PENETRATION TESTING (PT) FOR WEB APPLICATION & MOBILE APPLICATION THROUGH CERT-IN EMPANELLED INFORMATION SECURITY AUDITING ORGANISATIONS” WHICH WILL BE TREATED AS RATE CONTRACT FOR CARRYING OUT SECURITY AUDIT. Reputed Cert-IN empanelled Information Security Auditing Organisations and having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department /PSU /Autonomous Body or any reputed organization. Bidder must have the same solution using robust professional tools and technique with supported version of licenses/subscription.

1.	Tender No. & Date	WTL/SDC/SA/20-21/011 Dated 08.12.2020
2.	Tender Version No.	1.0
3.	Brief description of Service required	Application Security Audit and Vulnerability Assessment (VA) / Penetration Testing (PT) for Web Application & Mobile Application through Cert-in empanelled Information Security Organisations, which will be treated as rate contract for carrying out audit.
4.	Tender Fee	Rs 4000.00 (Rupees Four thousand only). The amount to be transferred electronically as per the details given in Clause – 9, Section - D.  (Those bidders who have already submitted Tender Fee in reference to e-Tender No. WTL/SDC/SA/20-21/009 dated 11.11.2020 need not be required to submit Tender Fee again. However, such bidders are required to provide details of Remittance such as Tender No. / Tender Date / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (purchase@wtl.co.in).
5.	Earnest Money Deposit	Rs 40000.00 (Rupees Forty thousand only). The amount to be transferred electronically as per the details given in Clause – 9, Section - D.  (Those bidders who have already submitted EMD in reference to e-Tender No. WTL/SDC/SA/20-21/009 dated 11.11.2020 need not be required to submit EMD again. However, such bidders are required to provide details of Remittance such as Tender No. / Tender Date / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (purchase@wtl.co.in).
6.	Date of Downloading	08.12.2020
	Pre-Bid Meeting date & time	No Pre Bid Meeting. Bidder can send the query as per format (Section – N) reaching WTL by 11.12.2020 at 16.00 Hrs. Query to be sent to Mr. Arunava Saha purchase@wtl.co.in.
7.	Bid Submission Start date & time	10.12.2020 at 12.00 Hrs.
8.	Last date & time of EMD & Tender Fee submission remittance details	23.12.2020 at 12.00 Hrs.
9.	Last date & time of Bid Submission	23.12.2020 at 1200 Hrs.
10.	Date & time of Technical Bid Opening	24.12.2020 at 12.00 Hrs.
12.	Address of WTL Office	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	WTL Contact Number	Contact no. 23673403-06

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Cost of tender fee may be remitted through electronically and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through electronically and also to be documented through e-filing. The remittance details against Tender Fee & Earnest Money Deposit (EMD) should be emailed to the Manager (Purchase) & Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 on or before 12:00 Hrs. of 23.12.2020. The details given in Clause – 9, Section – D.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications/ corrigenda will be published only on the WTL / <https://www.wbtenders.gov.in> website.

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# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – A**

### **SCOPE OF WORK**

#### **Job title: Application Security Audit and Vulnerability Assessment (VA) / Penetration Testing (PT) for Web Application & Mobile Application Which Will Be Treated As Rate Contract For Carrying Out Security Audit Through Cert-In Empaneled Information Security Organisations.**

##### **1. Introduction & Background**

A secure Web portal creates a single doorway to online services to the citizens. This doorway generates new opportunities to strengthen relationships and increase the value of services delivered to citizens, and employees. To take advantage of these opportunities, it is necessary to mitigate the risk of sharing information, accepting commitments and delivering services over the public internet. A secure web portal mitigates risk of unauthorized access to resources, has an auditable trail to support transactions, particularly those with high sensitivity or high value, protects important information from the moment it is entered by the user and as it continuous through backend applications and workflow processes, strengthens on-line relationships enabling more and more applications and services to be integrated with and accessed via the high-value web portal. Also, submission of data on a web portal to its final destination in multiple back-end applications, information needs to be protected from unauthorized access or use.

##### **2. Objective**

The objective of this proposal is to conduct the Audit to discover any vulnerabilities / weaknesses / attacks in the website(s), web application(s) and Mobile Application, which are managed & undertaken /in the process by WTL. The Audit should be done by using Industry Standards and as per the Open Web Application Security Project (OWASP) methodology.

The main objectives for conducting this Web Application, website & Mobile Application security audit and Vulnerability Assessment / Penetration Testing is to:

1. Identify the security vulnerabilities, which may be discovered in the Web application / website and Web Application / website application security audit 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. Requirements and analysis performed to increase overall security posture;
3. Identification and prioritization of various risks to the websites;
4. Gain a better understanding of potential website its applications and vulnerabilities;
5. Determine if the current Web Application / websites of WTL are secure and evaluate the security.
6. Identify remedial solutions and recommendations for making the web applications secure.
7. Rectify / fix identified potential vulnerabilities, and web application vulnerabilities thereby enhancing the overall security.

##### **3. Scope of Audit**

- Web Application Security testing of Static Applications
- Web Application Security testing of Dynamic Applications
- Mobile Application Security Audit
- Vulnerability Assessment of identified WBSDC servers (both Physical & Virtual Machine)
- Penetration Test of identified WBSDC servers (both Physical & Virtual Machine)
- Closure verifications of the findings from the tests, maximum 3 iterations

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## 4. Scope of Work

Bidder would be expected to perform the following tasks for Website and the web application security to analyze and review the website / application security. The auditors will have to carry out an assessment of the vulnerabilities, threat and risks that exist in website through Internet Vulnerability Assessment and Penetration Testing. This will include identifying remedial solutions and recommendations for implementation of the same to mitigate all identified risks, with the objective of enhancing the security of the website. The bidder will also be expected to propose a risk mitigation strategy as well as give specific recommendations to tackle the residual risks emerging out of identified vulnerabilities assessment. The website and Web application should be audited as per the Industry Standards and also as per the OWASP (Open Web Application Security Project) model. The auditor is expected to submit the final audit report after the remedies / recommendations are implemented. The final report will certify the particular website / web application as "Certified for Security". All the website security audit reports should contain the details as mentioned at the Audit report.

**The scope of the proposed audit tasks is given below. The audit firm / company will be required to prepare the checklist / reports.**

**Task 1: Web Application/Mobile Application Security Audit / Assessment**

Check various web attacks and web applications for web applications for web attacks. The various check / attacks / Vulnerabilities should cover the following or any type of attacks, which are vulnerable to the website / web application.

- 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 Overflows, Invalid inputs, insecure storage etc.
- Other any attacks, which are vulnerability to the website and web applications.
- *The Top 10 Web application vulnerabilities, which are given below, should also checked from the given websites:*

A1 – Cross Site Scripting (XSS)	XSS flaws occur whenever an application takes user supplied data and sends it to a web browser without first validating or encoding that content. XSS allows attacks to execute script in the victim's browser which can hijacks user sessions, deface web sites, possibly introduce worms, etc.
A2 – Injection Flaws	Injection flaws, particularly SQL injection, are common in web applications. Injection occurs when user-supplied data is sent to an interpreter as part of a command or query. The attacker's hostile data tricks the interpreter into executing unintended commands or changing data.
A3 – Malicious File Execution	Code vulnerable to remote file inclusion (RFI) allows attackers to

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	include hostile code and data, resulting in devastating attacks, such as total server compromise. Malicious file execution attacks affect PHP, XML and any framework, which accepts filename or file from users.
A4 – Insecure Direct Object Reference	A direct object reference occurs when a developer exposes a reference to an internal implementation object, such as a file, directory, database record, or key as a URL or form parameter. Attackers can manipulate those references to access other objects without authorization.
A5 – Cross Site Request Forgery (CSRF)	A CSRF attack forces a logged- on victim's browser to send a pre-authenticated request to a vulnerable web application, which then forces the victim's browser to perform a hostile action to the benefit of the attacker. CSRF can be powerful as the web application that it attacks.
A6 – Information Leakage and Improper Error Handling	Application can unintentionally leak information about their configuration, internal working, or violate privacy through a variety of application problems. Attackers use this weakness to steal sensitive data or conduct more serious attack.
A7 – Broken Authentication	Account credentials and session tokens are often not protected. Attackers compromise passwords, keys or authentication tokens to assume other users' identities.
A8 – Insecure Cryptographic Storage	Web application rarely use cryptographic functions properly to protect data and credentials. Attackers use weakly protected data to conduct identity theft and other crimes, such as credit card fraud.
A9 – Insecure Communication	Applications frequently fail to encrypt network traffic when it is necessary to protect sensitive communication.
A10 – Failure to Restrict URL Access	Frequently an application only protects sensitive functionality by preventing the display of links or URLs to unauthorised users. Attackers can use this weakness to access and perform unauthorized operations by accessing those URLs directly.

**Task 2:** RE-Audit based on the recommendation Report from Task 1

The vendor will be responsible to provide a detailed recommendations report for the vulnerabilities observed from Task 1

**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 from Re-audit / Task2. WTL expects that all vulnerabilities will be removed 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 "*certified for security.*"

### 5. Deliverables and Audit Reports

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- (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 detail 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 countermeasures and recommended corrective actions as recommended above need to be submitted in duplicate to the WTL. Also, the same copy should be submitted to the concerned department.
  - (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 Task1, Task2 and Taks3.

(b) Timeframe of the deliverables

- The selected successful bidder will be required to start the project within 15 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.
- 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 of concern
10. Recommendations for action

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11. Personnel involved in the audit, including identification of any trainees

The auditor may further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process.

## **6. Expectations Of Auditee Organization From The Auditor**

Following are the expectations of auditee from the auditor:

1. Verification of possible vulnerable services will be done only with explicit written permission from the auditee.
2. The auditee will refrain from security testing of obviously highly insecure and unstable systems, locations, and processes until the security has been put in place.
3. With or without a Non-Disclosure Agreement Contract, the security auditor will be ethically bound to confidentiality, non-disclosure of customer information, and security testing results.
4. Auditor should have clarity in explaining the limits and dangers of the security test.
5. In the case of remote testing, the origin of the testers by telephone numbers and/or IP addresses will be made known.
6. Seeking specific permissions for tests involving survivability failures, denial of service, process testing, or social engineering will be taken.
7. The scope should be clearly defined contractually before verifying vulnerable services.
8. The scope should clearly explain the limits of the security test.
9. The test plan should include both calendar time and man-hours.
10. The test plan should include hours of testing.
11. The security auditors are required to know their tools, where the tools came from, how the tools work, and have them tested in a restricted test area before using the tools on the customer organization.
12. The exploitation of Denial of Service tests is done only with explicit permission.
13. High risk vulnerabilities such as discovered breaches, vulnerabilities with known, high exploitation rates, vulnerabilities which are exploitable for full, unmonitored or untraceable access, or which may convey immediate risk, discovered during testing are to be reported immediately to WTL with a practical solution as soon as they are found.
14. The Auditor is required to notify the auditee whenever the auditor changes the auditing plan, changes the source test venue, has high risk findings, previous to running new, high risk or high traffic tests, and if any testing problems have occurred. Additionally, WTL is to be notified with progress updates at reasonable intervals.
15. Reports should state clearly all states of security found and not only failed security measures.
16. Reports will use only qualitative metrics for gauging risks based on industry-accepted methods. These metrics are based on a mathematical formula and not on feelings of the auditor.
17. The Auditor is required to notify WTL when the report is being sent as to expect its arrival and to confirm receipt of delivery.
18. All communication channels for delivery of report are end to end

## **7. Completion of Web Application Security Audit, Mobile Application Security Audit & VA/PT Activity**

1. The Vulnerability Assessment should be carried out at on-site for the devices/servers, etc and Penetration Testing should be carried out from the selected bidder's site. The VA/PT may also be carried out after obtaining written permission from WTL.
2. The selected bidder should complete the VA/PT activity and submit the reports within two weeks from the date of acceptance of Purchase Order.

## **8. Deliverables**

The deliverables for Web Application Security, Mobile Application Security Audit & VA/PT activity are as follows: -



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1. Execution of Vulnerability Assessment and Penetration Testing for the identified network devices, security devices, servers, Web Application Security Audit for Web applications/ websites, etc as per the Scope mentioned in this RFP and Analysis of the findings and guidance for resolution of the same
- a. Web Application Security Audit &VA/PT Report (Type - Documentation)  
The Web Application Security Audit &VA/PT Report should contain the following: -
  1. Identification of auditee (Address & contact information)
  2. Dates and Locations of VAPT
  3. Terms of reference
  4. Standards followed
  5. Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, penetration testing, application security assessment, website assessment, etc.)
    - a. Tools used and methodology employed
    - b. Positive security aspects identified
    - c. List of vulnerabilities identified
    - d. Description of vulnerability
    - e. Risk rating or severity of vulnerability
    - f. Category of Risk: Very High / High / Medium / Low
    - g. Test cases used for assessing the vulnerabilities
    - h. Illustration of the test cases
    - i. Applicable screenshots.
  6. Analysis of vulnerabilities, and issues of concern
  7. Recommendations for corrective action
  8. Personnel involved in the audit

The bidder may further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process. All the gaps, deficiencies, vulnerabilities observed shall be thoroughly discussed with WTL before finalization of the report.

The Web Application Security, Mobile Application Security Audit & VA/PT Report should comprise the following sub reports: -

- a. Web Application Security, Mobile Application Security Audit & VA/PT Report - Executive Summary: -The vendor should submit a report to summarize the Scope, Approach, Findings and recommendations, in a manner suitable for WTL authority.
- b. Web Application Security, Mobile Application Security Audit & VA/PT Report - Core Findings along with Risk Analysts: The vendor should submit a report bringing out the core findings of the VA/PT conducted for network devices, security devices, servers and websites.
- c. Web Application Security, Mobile Application Security Audit & VA/PT Report VA/PT Report - Detailed Findings/Checklists: The detailed findings of the VA/PT would be brought out in this report which will cover in details all aspects viz. identification of vulnerabilities/threats in the systems (specific to equipment's/resources -indicating name and IP address of the equipment with Office and Department name), identifications of threat sources, identification of Risk, Identification of inherent weaknesses, Servers/Resources affected with IP Addresses etc. Report should classify the observation into Critical/Non-Critical category and asses the category of Risk implication as VE. RY HIGH/HIGH/MEDIUM/LOW RISK based on the impact. The various checklist formats, designed and used for conducting the VA/PT activity as per the scope, should also be included in the report separately for Servers (different for different OS), application, Network equipment, security equipment et, so that they provide minimum domain wise baseline security standard/practices to achieve a reasonably secure IT environment for technologies deployed. The Reports should be substantiated with the help of snap shots/evidences /documents etc. from where the observations were made.

Web Application Security Audit, Mobile Application Security Audit and VA/PT Report - In Depth Analysts of findings /Corrective Measures

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Recommendations along with Risk Analysts: - The findings of the entire VA/PT Process should be critically analyzed and controls should be suggested as corrective /preventive measures for strengthening / safe guarding the IT assets of the WBSDC against existing and future threats In the short /long term. Report should contain suggestions /recommendation for improvement in the systems wherever required. If recommendations for Risk Mitigation /Removal could not be implemented as suggested, alternate solutions to be provided. Also, if the formal procedures are not in place for any activity, evaluate the process & the associated risks and give recommendations for improvement as per the best practices.

Web Application Security Audit, Mobile Application Security Audit and VA/PT Report -Suggestion for Industry Best Practices: The vendor has to provide hardening parameters for OS, Websites, Web-based Applications, Databases, Servers, Network and Security Devices as per the Industry best practices standard.

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## **SECTION – B**

### **ELIGIBILITY CRITERIA**

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary evidence to be submitted.
2. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
3. Bidder should be CERT-In Empanelled Information Security Auditing Organisation effective from Novemver'2020. Valid copy of latest CERT-In empanelment certificate copy to be submitted.
4. Bidder should have licensed Application Audit and Server VA/PT Tool. Copy of valid licenses for all Tools to be used needs to be submitted.
5. The bidder should have the certification on ISO 9001:2015. Copy of valid Certificate to be submitted.
6. Bidder should submit Tender Fee of Rs. 4000.00 (Rupees Four thousand only) electronically to Webel Technology Limited as per the details given in Clause – 9, Section - D. Those bidders who have already submitted Tender Fee in reference to e-Tender No. WTL/SDC/SA/20-21/009 dated 11.11.2020 need not be required to submit Tender Fee again. However, such bidders are required to provide details of remittance.
7. Bidder should submit Earnest Money Deposit (EMD) of Rs. 40000.00 (Rupees Forty thousand only) electronically to Webel Technology Limited as per the details given in Clause – 9, Section - D. Those bidders who have already submitted EMD in reference to e-Tender No. WTL/SDC/SA/20-21/009 dated 11.11.2020 need not be required to submit EMD again. However, such bidders are required to provide details of remittance.
8. The bidder should submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
9. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. Declaration on bidder's letter head duly signed by the authorized signatory to be submitted.

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## **SECTION – C**

### **DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	08.12.2020
2	Documents download/sale start date (Online)	08.12.2020
3	Bid Submission start date & time (On line)	10.12.2020 at 12.00 hrs.
5	Last Date & time of submission of remittance details of Earnest Money Deposit deposited	23.12.2020 at 12.00 hrs.
8	Last Date & time of submission of remittance details of Tender Fee deposited	23.12.2020 at 12.00 hrs.
9	Bid Submission closing date & time (On line)	23.12.2020 at 12.00 hrs.
10	Bid opening date & time for Technical Proposals (Online)	24.12.2020 at 12.00 hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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## **SECTION – D**

### **INSTRUCTION TO BIDDER**

#### **1. DEFINITIONS**

In this document, the following terms shall have following respective meanings:

“**Agreement**” means the Agreement to be signed between the successful bidder and WTL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“**Bidder**” means any firm offering the service(s) required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with WTL signs the agreement for render services for the Application Security Audit and Vulnerability Assessment (VA) / Penetration Testing (PT) through Cert-in empanelled Information Security Organisation, which will be treated as rate contract for carrying out audit.

“**Contract**” is used synonymously with Agreement.

“**Contract Price**” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“**Contractor**” means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

“**Default Notice**” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive WTL and eventually Departments of Gov. of W. Bengal of the benefits of free and open competition.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

“**Government**” / “**Gov. of W. Bengal**” means the Government of West Bengal.

“**GoI**” shall stand for the Government of India.

“**GoWB**” means Government of West Bengal

“**Installation**” means that the laying down and installation of the Solution in accordance with this Contract.

“**Personnel**” means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.\

“**Similar Nature of Work**” means job related to Application Security Audit and Vulnerable Assessment / Penetration Testing viz.

“**Project**” means jobs of Application Security Audit for web application and Vulnerable Assessment / Penetration Testing of servers under West Bengal State Data Centre.

“**Services**” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

“**Interest rate**” means “364 days Government of India (GoI) Treasury Bills” rate.

“**Law**” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

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“**LOI**” means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

“**Operator**” means the company providing the services under Agreement.

“**Requirements**” 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 Contract.

“**IT&E**” mean Department of Information Technology & Electronics

“**SDC**” mean State Data Center

“**Termination Notice**” means the written notice of termination of the Agreement issued by WTL.

“**WTL**” means Webel Technology Limited a Govt. of W. Bengal undertaking.

## 2. PRE BID MEETING

No Pre Bid Meeting will be held. Bidder can send their queries as per format (Section - N) to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within 11.12.20 at 16.00 Hrs.

## 3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

## 4. BID DOCUMENT

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

## 5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## 6. MODIFICATION AND WITHDRAWAL OF BID

As per the bidding process available in the tender.

## 7. LANGUAGE OF BID & CORRESPONDENCE

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

## 8. EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish Tender Fee of Rs. 4000.00 (Rupees Four thousand only) and EMD of Rs. 40000/- (Rupees Forty thousand only) by transferring the amount electronically to the undernoted Bank Account.

ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED

BANK NAME: SYNDICATE BANK

CURRENT A/C NO: 95981010003870

IFS CODE: SYNB0009760

MICR: 700025048

**The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / Tender Fee Amount / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Purchase Department – (purchase@wtl.co.in) prior to the opening of the bid.**

# **WEBEL TECHNOLOGY LIMITED**

The bidder shall also furnish the details of Tender Fee & EMD submission in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EMD & Tender Fee shall be rejected.

The bidders are also requested to furnish the Bank Account details (Name of the Bank, Account Number, IFS Code, etc.) for refund of EMD in case of unsuccessful bidder.

## **9. FORFEITURE OF EMD**

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions.
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

## **10. FORMS AND FORMATS**

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

## **11. LACK OF INFORMATION TO BIDDER**

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

## **12. CONTRACT EXECUTION**

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six months more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

## **13. INFORMATION PROVIDED**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with WTL in relation to the provision of services. Neither WTL nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

## **14. FOR RESPONDENT ONLY**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

## **15. COSTS BORNE BY RESPONDENTS**

# **WEBEL TECHNOLOGY LIMITED**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by WTL, will be borne entirely and exclusively by the Recipient / Respondent.

## **16. NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and WTL until execution of a contractual agreement.

## **17. ERRORS AND OMISSIONS**

Each Recipient should notify WTL of any error, omission, or discrepancy found in this RFP document.

## **18. ACCEPTANCE OF TERMS**

A Recipient will, by responding to WTL RFP, be deemed to have accepted the terms as stated in the RFP.

## **19. TIME SCHEDULE FOR COMPLETION**

Project Timeline as given in Scope of Work (Section – A).

## **20. LIABILITY**

In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.

For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

## **21. PATENTS & COPYRIGHT**

If a third party claims that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that WTL.

- Promptly notifies Contractor in writing of the claim
- Allows Contractor to control and co-operate with Contractor in the defense and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (whichever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

## **22. SUSPENSION OF WORK**

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

## **23. TERMS OF PAYMENT**



# WEBEL TECHNOLOGY LIMITED

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., Department of Information Technology & Electronics, Government of West Bengal.

## 24. GOVERNING LAWS

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

## 25. CORRUPT OR FRAUDULENT

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or System Integrator, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or System Integrator shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or System Integrator, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical System Integrator/ adviser of the Client in relation to any matter concerning the Project;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

# **WEBEL TECHNOLOGY LIMITED**

- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **26. BIDDING CLAUSE**

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **27. WORKMEN’S COMPENSATION**

In every case in which by virtue of the provision of the workmen’s compensation Act 1923 or any other relevant acts and rules, compensation to a workman employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen’s compensation.

## **28. CONTRACTOR’S EMPLOYEES**

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

## **29. SAFETY MEASURES**

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

## **30. EQUIPMENT**

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

## **31. SUB-CONTRACT**

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor’s responsibility is not transferable.

## **32. TERMINATION FOR DEFAULT**

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (development, implementation/deployment, training and delivery, commissioning as well as warranty maintenance support and post AMC support viz.) is not carried out according to scope & specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

## **33. BANKRUPTCY**

# **WEBEL TECHNOLOGY LIMITED**

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

## **34. FORCE MAJEURE**

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.
- Give rise to any claim fro damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

## **35. CONTRACTOR'S RESPONSIBILITIES**

Refer Section – A (Scope of Work)

## **36. GRAFTS, COMMISSIONS, GIFTS, ETC.**

It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WTL shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WTL resulting from any cancellation. WTL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

## **37. ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

# **WEBEL TECHNOLOGY LIMITED**

## **38. PERIOD OF VALIDITY OF OFFER**

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates. After finalization of placement of order, the price will remain valid for one year from the date of confirmation as Rate Contract.

## **39. TAXES & DUTIES**

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade Licence, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

## **40. DISCREPANCIES IN BID**

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

## **41. BID DUE DATE**

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

## **42. LATE BID**

Any proposal received by WTL after the deadline for submission of proposals may not be accepted.

## **43. OPENING OF BID BY WTL**

Bids shall be opened and downloaded in the presence of Tender Committee and Bidder's representative (maximum 2) may attend, which is not compulsory. The bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization. The bidder's name, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid Security and such other details as WTL office at his/her discretion, may consider appropriate, shall be announced at the opening. WTL shall open the bid security at mentioned time.

## **44. CONTACTING WTL**

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing.

## **45. WTL'S RIGHT TO REJECT ANY OR ALL BIDS**

WTL reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **46. BID CURRENCIES**

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Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

## **47. PRICE**

- Price should be quoted in the BOQ format only. No deviation is acceptable.
- Percentage/specified amount of GST should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive up to submission of Final Security Audit Report and "Safe for Hosting" Certificate at West Bengal State Data Centre as per scope mentioned (Section – A).

## **48. CANVASSING**

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

## **49. NON-TRANSFERABILITY OF TENDER**

This tender document is not transferable.

## **50. FORMATS AND SIGNING OF BID**

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

## **51. WITHDRAWAL OF BID**

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

## **52. INTERPRETATION OF DOCUMENTS**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

## **53. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK**

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

## **54. PREPARATION OF TENDER**

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.

## **55. PRE-DISPATCH INSTRUCTION**

All the deliverable as per the scope of audit and work (Section – A) against the purchase order shall be subjected to acceptance, check and /or test by the authorized representative from WTL.

## **56. FINAL INSPECTION**

Final inspection will be carried by the authorized representative from WTL.

## **57. ERASURES OR ALTERNATIONS**

# **WEBEL TECHNOLOGY LIMITED**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

## **58. COMPLIANCE WITH LAW**

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

## **59. CLARIFICATION OF BIDS**

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

## **60. QUALITY CONTROL**

- The contractor is obliged to work closely with WTL act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

## **61. CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the System Integrator who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## **62. GENERAL TERMS**

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ion is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.

## **WEBEL TECHNOLOGY LIMITED**

- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- i) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- l) The customer/WTL at its discretion may extend the deadline for the submission of Bids.

### **63. MISCELLANEOUS**

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (ii) Consult with any Applicant in order to receive clarification or further information;
  - (iii) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
  - (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
  - All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the System Integrator, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the System Integrator to Client in relation to the project shall be the property of Client.
  - The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – E**

### **BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To

**Webel Technology Limited**  
**Plot – 5, Block – BP, Sector - V,**  
**Salt Lake City,**  
**Kolkata – 700091.**

**Sub: Application Security Audit, Mobile Application Security Audit and Vulnerability Assessment (VA) / Penetration Testing (PT) Which Will Be Treated As Rate Contract For Carrying Out Security Audit Through Cert-In Empaneled Information Security Organisations.**

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/SDC/SA/19-20/011 dated 08.12.2020, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed the EMD remittance details for a sum of Rs. 40000/-.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2020

Thanking you, we remain,



**WEBEL TECHNOLOGY LIMITED**

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – F**

### **TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT**

#### **1. EVALUATION PROCEDURE**

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in Eligibility Criteria, qualified bidders will only be considered for Financial Bid evaluation.

#### **2. FINAL EVALUATION & AWARDING OF CONTRACT**

Financial Proposal of the bidders qualifying in the evaluation of Techno Commercial Evaluation will be evaluated. A minimum of 2 nos. of responsive bidders will be necessary for the job. L1 bidder will be one of the two selected bidders. L2 bidder will have to match the L1 evaluated price to qualify for the job. In case L2 bidder refuse to offer their service at the L1 evaluated price, then the next lowest bidder will be invited to match the L1 evaluated price, and the process will go on until the one number of bidder other than bidder who originally offered L1 price are identified and selected. In case of failure of any other responsive bidder to match the L1 price, the original L1 bidder may be offered the remaining job.

#### **3. POST QUALIFICATION**

The determination will evaluate the Bidder's financial, technical and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures.

#### **4. NEGOTIATION:**

The selected applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal, but will be for re-confirming the obligations of the System Integrator under this RFP. Issues such as deployment of key personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite for negotiations.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – G**

### **GUIDANCE FOR E-TENDERING**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

**1. Registration of Bidder:**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

**2. Digital Signature Certificate (DSC):**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

3. The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**4. Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

**5. Submission of Tenders:**

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

The proposal should contain scanned copies of the following in two covers (folders).

**Techno Commercial Cover:**

**Technical Document1 (scanned & join in pdf format then upload)**

1. Copy of Remittance details of Earnest Money Deposit (EMD)
2. Copy of Remittance details of Tender Fee

**Technical Document2 (scanned & join in pdf format then upload)**

1. N I T Declaration duly stamped & signed in bidder's letter head, Section – Q.
2. Bid Form as per format (Section – E).

**Technical skills and competence (scanned & join in pdf format then upload)**

1. Technical skills With Competence Statement (Section – I)
2. Documents related to Techno Commercial Evaluation (Section – F)

**Financial Cover:**

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

**NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:**  
**(In each folder, scanned coy will be uploaded with single file having multiple pages)**

## **WEBEL TECHNOLOGY LIMITED**

<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Name</b>	<b>Sub Category Description</b>
A	CERTIFICATES	CERTIFICATES	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• PAN</li> <li>• Document as per Clause no. 3 &amp; 4 of Section – B</li> <li>• Document as per Clause no. 6 of Section – B</li> </ul>
B	COMPANY DETAILS	COMPANY DETAILS	<ul style="list-style-type: none"> <li>• Document as per Clause – 1 of Section – B</li> </ul>
C	LICENSING DETAILS	LICENSE	<ul style="list-style-type: none"> <li>• Document as per Clause no. 5 of Section – B</li> </ul>
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> <li>• Document as per Clause no. 2 of Section – B</li> <li>• Document as per Clause no. 9 of Section – B</li> </ul>
		DECLARATION 2	<ul style="list-style-type: none"> <li>• Document as per Clause no. 7 of Section – B</li> <li>• Document as per Clause no. 8 of Section – B</li> </ul>
		DECLARATION 3	<ul style="list-style-type: none"> <li>• Document as per Clause no. 9 of Section – B</li> <li>• Document as per Clause no. 10 of Section – B</li> </ul>
		DECLARATION 4	<ul style="list-style-type: none"> <li>• Curriculum Vitae as per format (Section – J)</li> <li>• Financial Capability as per format (Section – K)</li> <li>• Bidders Details as per format (Section – L)</li> <li>• Technical Man Power Details as per format (Section – M)</li> <li>• List of Clients Similar Order as per format (Section – O)</li> <li>• NIT Declaration as per format (Section – Q)</li> </ul>
E	FINANCIAL INFO	P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017
		P/L & BALANCE SHEET 2017-2018	P/L & BALANCE SHEET 2017-2018
		P/L & BALANCE SHEET 2018-2019	P/L & BALANCE SHEET 2018-2019

# WEBEL TECHNOLOGY LIMITED

## SECTION – H

### BOQ, TECHNICAL SPECIFICATION & DELIVERY LOCATION

SL. NO.	Description / Specification	Qty	UOM
1	WEB APPLICATION SECURITY AUDIT OF ONE STATIC APPLICATION (RC)	10	Job
2	WEB APPLICATION SECURITY AUDIT – 1 DYNAMIC APP (1-25 FILELDS) (RC)	50	Job
3	WEB APPLICATION SECURITY AUDIT – 1 DYNAMIC APP (26-100 FILELDS) (RC)	30	Job
4	WEB APPLICATION SECURITY AUDIT – 1 DYNAMIC APP (101-200 FILELDS) (RC)	20	Job
5	WEB APPLICATION SECURITY AUDIT – 1 DYNAMIC APP (>200 FILELDS) (RC)	20	Job
6	VULNERABILITY ASSESSMENT (VA) / PENETRATION TESTING (PT) OF 1 IDENTIFIED SERVER (PHYSICAL MACHINE) OF WBSDC (RC)	50	Job
7	VULNERABILITY ASSESSMENT (VA) / PENETRATION TESTING (PT) OF 1 IDENTIFIED SERVER (VIRTUAL MACHINE) OF WBSDC (RC)	150	Job
8	WEB APPLICATION SECURITY AUDIT FOR 1 YEAR (ANY NO. OF FIELD) (RC)	10	Job
9	MOBILE APPLICATION SECURITY AUDIT (RC)	5	Job

**Note.**

1. The Rate Contract (RC) will be valid for 1 Year from the date of confirmation.
2. Order will be placed based on the requirement on time to time basis.
3. Details Technical Requirement given in Section – A.

# WEBEL TECHNOLOGY LIMITED

## SECTION - I

### TECHNICAL SKILLS WITH COMPETENCE STATEMENT

(Tender No. WTL/SDC/SA/20-21/011)

	<b>Technical Skill Details</b>	<b>Bidders Inputs</b>
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 toll will be used for identifying Security Vulnerabilities tolls (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 as set 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: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – J**

### **FORMAT OF CURRICULUM VITAE**

(Tender No. WTL/SDC/SA/20-21/011)

- Name of Company:
- Name of Staff:
- Job Designation:
- Role in this project
- Total years of experience:
- Years with Company:
- Nationality:
- Membership in Professional Societies:
- Key Qualifications:
- (Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page)
- Educational Qualification.
- Employment Record:
- (Starting with present position, list in reverse order every employment held. For experience in last ten years, also give types of activities performed and client references, where appropriate.
- Experience relevant to assignment (provide information on experience in relation to Information Technology Security Audit work experience).
- Languages Known:
- (For each language, indicate proficiency: Excellent, Good, Fair or Poor in Speaking, Reading and Writing.)

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – K**

### **FINANCIAL CAPABILITY OF BIDDER**

(Tender No. WTL/SDC/SA/20-21/008)

#### **FINANCIAL INFORMATION**

Sl. No.	Name of the Bidder	Turnover (Rs. / Lakh)		
		2016-17	2017-18	2018-19
1				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Note:**

Submit the audited financial statement/ audited annual report of the last three financial years.



# WEBEL TECHNOLOGY LIMITED

## SECTION – L

### BIDDERS'S DETAILS

(Tender No. WTL/SDC/SA/20-21/011)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	<p>Is the firm</p> <ul style="list-style-type: none"> <li>▪ a Government/ Public Sector Undertaking</li> <li>▪ a propriety firms</li> <li>▪ a partnership firm (if yes, give partnership deed)</li> <li>▪ a limited company or limited corporation</li> <li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li> <li>▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.</li> </ul>	
8	Is the firm registered with Sales Tax department? If yes, submit valid VAT Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> <li>▪ Manufacturer</li> <li>▪ Supplier</li> <li>▪ System Integrator</li> <li>▪ Consultant</li> <li>▪ Service Provider (Pl. specify details)</li> <li>▪ Software Development</li> <li>▪ Total Solution provider (Design, Supply, Integration, O&amp;M)</li> <li>▪ IT Company</li> </ul>	

## **WEBEL TECHNOLOGY LIMITED**

14	Number of Offices in district headquarters in West Bengal	
15	Is your organization having ISO 9001:2015 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION - M

### TECHNICAL MANPOWER DETAILS OF BIDDER

(Tender No. WTL/SDC/SA/20-21/011)

<b>Sl. No.</b>	<b>Name of Employee</b>	<b>Duration with &lt;organization&gt;</b>	<b>Experience in Information Security</b>	<b>Qualifications related to Information security</b>

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – N

### FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/SDC/SA/20-21/011)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

**Note:** The filled form to be submitted in XLS & PDF Format. There is a cut off date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**WEBEL TECHNOLOGY LIMITED**

**SECTION – O**

**LIST OF CLIENTS OF SIMILAR ORDERS**

(Tender No. WTL/SDC/SA/20-21/011)

<b>Sl. No.</b>	<b>Client Name</b>	<b>Scope Title</b>	<b>PO Value</b>	<b>Status &amp; Date of Completion</b>	<b>Remarks</b>

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – P**

### **PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

#### **PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE**

Ref ..... Bank Guarantee no.....

Date.....

#### **PROFORMA OF BG FOR SECURITY DEPOSIT**

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from \_\_\_\_\_ (hereinafter called "The Contractor") Having its Head Office at \_\_\_\_\_, a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Purchaser for \_\_\_\_\_ (hereinafter called "the said work order \_\_\_\_\_ dated \_\_\_\_\_)". We \_\_\_\_\_ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, \_\_\_\_\_ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of \_\_\_\_\_ Rupees \_\_\_\_\_) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for \_\_\_\_\_ Work Order no. \_\_\_\_\_ dated \_\_\_\_\_

(3) WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We \_\_\_\_\_ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

## **WEBEL TECHNOLOGY LIMITED**

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and our guarantee shall remain in force up to \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, \_\_\_\_\_ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we \_\_\_\_\_ have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(Stamp of the executants)

WITNESS

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

# **WEBEL TECHNOLOGY LIMITED**

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.



**WEBEL TECHNOLOGY LIMITED**

**SECTION – Q**

**NIT DECLARATION**

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder’s Letter Head)

To  
**Webel Technology Limited**  
**Plot – 5, Block – BP, Sector -**  
**V, Salt Lake City,**  
**Kolkata – 700091.**

**Sub: Web Application Security Audit (Dynamic & Static), Mobile Application Security Audit and Vulnerability Assessment / Penetration Testing which will be treated as rate contract for carrying out security audit through Cert-in empanelled Information Security Organizations**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject tender no. WTL/SDC/SA/20-21/011 dated 08.12.2020 for Web Application Security Audit (Dynamic & Static), Mobile Application Security Audit and Vulnerability Assessment / Penetration Testing which will be treated as rate contract for carrying out security audit through Cert-in empanelled Information Security Organizations published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2020