F. No. 19(39)/2016-CCA

Government of India

MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY (MeitY) OFFICE OF CONTROLLER OF CERTIFYING AUTHORITIES (CCA) Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi -110003.

Tender Inquiry No. F. No. 19(39)/2016-CCA

SHORT TERM TENDER NOTICE

CCA licenses Certifying Authorities (CA) to issue Digital Signature Certificates (DSC) under the IT Act, 2000. Office of CCA proposes to implement Online Certificate Status Protocol (OCSP) Service for checking Revocation Status of CA certificates issued by CCA to licensed CAs.

Sealed tenders are invited from CA Licensed by CCA for providing OCSP Service.

The last date for receiving tenders is 30 days from the date of publication of this advertisement. The detailed Terms & Conditions may be downloaded from the website of CCA (<u>http://cca.gov.in</u>). Any further notification in this regard will be made available only on the website <u>cca.gov.in</u>.

> Sd/- xxxxxx (RM Joshi) Col Director (Fin & Admn) Ph. No. : 24367650/24301330

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Published on Friday 12th August 2016

Government of India Ministry of Communications and Information Technology Department of Electronics and Information Technology CONTROLLER OF CERTIFYING AUTHORITIES Electronics Niketan,6, CGO Complex, Lodi Road New Delhi – 110 003

TENDER DOCUMENT

FOR

OCSP SERVICE

Last Date of Submission: 13.09.2016Last Date of Clarification: 22.08.2016

For Clarification please contact on email: mjoshi@cca.gov.in

Bids to be submitted to:

Col R.M Joshi, Room No 3029, Office of Controller of Certifying Authorities Department of Electronics & Information Technology, Electronics Niketan, 6, CGO Complex, Lodi Road, New Delhi – 110 003

I. INTRODUCTION

The Controller of Certifying Authorities (CCA) has been appointed by the Central Government with the aim of promoting the growth of E-Commerce and E-Governance through the wide use of digital signatures.

Office of Controller of Certifying Authorities, issues licences to Certifying Authorities (CA) and signs/certifies their public keys. As the Root CA of India, it certifies the public keys of the CAs, lays down the standards to be maintained by the CAs and performs several other functions to regulate the functioning of the licensed CAs in the country. Licensed CAs issue Digital Signature Certificates. Under section 18 of the Information Technology Act, CCA can facilitate the establishment of any electronic system by a CA either solely or jointly with other CAs and regulate such systems.

In order to make available the status of issued CA Certificates, Office of CCA proposes to establish an Online Certificate Status Protocol(OCSP) responder service by a CA. OCSP service will provide response to relying parties (who query the revocation status of CA certificates issued by the Root CA) through standard protocols

2. SCOPE OF THE PROJECT

Office of CCA is inviting bids from CAs for providing OCSP service for a period of 6 years for CA Certificates issued by CCA. The successful bidder will be required to provide OCSP service for the certificates issued by CCA for a period of six years. The CA certificates and Certificate Revocation List (CRL) will be made available to successful bidder hosting OCSP service by Office of CCA through a secure channel. The maximum expected number of DSCs and CRL entries is one hundred.

3. FUNCTIONAL REQUIREMENTS

- i) The successful bidder should provide a web interface for submission of CA Certificates and CRLs by Office of CCA.
- ii) The successful bidder shall provide OCSP Service in compliance with the guidelines issued by CCA, including time-to-time revision of guidelines. The bidder shall design and implement the system to meet all these requirements
- iii) The bidder shall provide service as per the SLA specified in this document.
- iv) The vendor shall ensure a disaster recovery set-up for OCSP Service.
- v) Compliance to the Guidelines issued by CCA for OCSP will be subjected to audit by an Auditor empanelled by CCA
- vi) The bidder should agree to abide by all Terms & Conditions and other requirements mentioned in the tender

4. ELIGIBILITY CRITERIA:

The bidder should be a CA licensed by CCA.

5. SELECTION PROCESS:

The bidder should meet the eligibility criteria and should provide confirmation of compliance to the functional requirements mentioned in 3. The selection of the bidder will be on the basis of L1.

6. TERMS AND CONDITIONS

(i)The proposal should be submitted with Earnest Money Deposit (EMD) of an amount of Rs. 2 lakhs in the form of Demand Draft/Pay order/Bank draft in favour of "Pay & Accounts Officer, Department of Electronics & Information Technology", payable at New Delhi. Tender submitted without EMD will be rejected

(ii) Offers must be submitted in two sealed covers. The first sealed cover duly superscripted "Technical Bid" should contain details sought in the Annexure I and EMD. The second sealed cover duly superscripted "Financial Bid" should contain details sought in the Annexure II. Both the above covers must be placed in a third sealed cover superscribed "**OCSP Services**".

(iii) The proposal should reach The Director, Room No 3029, Office of Controller of Certifying Authorities, Ministry of Communications and Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi (Room No. 3029, Tel: 24301330) by 1500 hrs. on or before 13.09.2016. Proposals received after the due date and time will not be considered.

(iv) In the case of agencies whose proposals are not considered for placing order, the EMD will be refunded without any interest after the final decision is taken.

(v) Proposals submitted by the agency shall remain valid for a minimum period of 2 months from the date of opening of the proposal.

(vi) The Office of CCA will not be responsible for postal delays suffered by the bidder.

(vii) The Competent Authority reserves the right to reject any proposal or all proposals, if any of the conditions is not fulfilled or without assigning any reason.

(viii) Opening of Bids: The bids received within the due date and time will be opened on 13.09.2016, at 03:30 PM, at Room No 3029.

(ix) For OCSP service, payment will be released at the end of each quarter.

(x) The bid shall be on a fixed price basis. Prices should be exclusive of all taxes. Taxes will be paid separately as per prevailing Govt of India rules.

(xi) The Office of CCA shall be under no obligation to accept the lowest bid or any other tender received in response to this tender notice and shall be entitled to reject any or all tenders without assigning any reason whatsoever. Office of CCA reserves the right to appropriate the damages from the vendor and/or foreclosure of the bank guarantee given by the supplier against advance payment, apart from forfeiture of the EMD.

(xii) The bid shall not have any pre-conditions by bidder. Bids with pre-condition shall be rejected.

(xiii) In the event of the bidder's Company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with office of CCA should be passed on for compliance by the new company/new Division as part of the negotiation for their transfer.

(xiv) Prices should be quoted in Indian rupees as per specifications given in Annexure II .After evaluation of all accepted proposals by the evaluation committee, the contract shall be awarded to the bidder having lowest financial bid based on total cost for 6 years

8. SERVICE LEVELS

- 1. The successful bidder shall ensure that the service is operational within one month from the date of award of contract. Penalty of 5% of Quarterly Payment will be charged for every week delay till acceptance of the solution.
- 2. The OCSP service shall be available 99.99% of the time measured over a month. However the OCSP services shall not be unavailable more than 2 Hrs in any week.
- 3. The OCSP services should have a response time of less than 1 second for each business transaction measured at perimeter of OCSP data centre
- 4. The vendor infrastructure shall support not less than 200 validation responses per minute measured over 10 Mbps (LAN) network and 100 responses per minute over Internet for relying party applications.
- 5. Quarterly report on service levels (month wise) as at 2-4 of above will be provided with in 10 days of beginning of next quarter. The report should be certified by an IS auditor

8.1 PENALTIES

The penalties for non-performance will be as follows

1. Penalty for service unavailability

Sn.	Average Monthly Uptime	Percentage Penalty of the monthly outlay
1	99.99% or greater	0
2	99.98% to 99.00%	2
3	99.00% to 98.5%	4
4	98.5% to 97.5 %	8
5	97.5% to 90 %	25
6	Less than 90 %	Nil, unsatisfactory

#	Percentage of Total Monthly transactions	Percentage penalty of the Monthly charges
1	95	0
2	85	2
3	75	4

2. Response Time greater than one second (With in the perimeter of OCSP data centre)

9. EXIT CONDITIONS

The bidder needs to provide OCSP service for a period of 6 years. Upon completion of the contract period or upon termination of the agreement for any reasons, the Bidder shall comply with the following

- (i) The bidder must provide minimum 3 months notice for cessation of service. The bidder should provide necessary assistance to the Office of CCA or any authorized agency for continuing the service
- (ii) In the event of the bidder being unable to fulfil the contractual obligations, bidder can make alternate arrangements for running the service by any other CA.
- (iii) The bidder must handover all relevant records, logs and reports (in accessible format) pertaining to the OCSP service to the Office of CCA.
- (iv) The bidder must submit/handover learning documents to the Office of CCA. This should include the OCSP Service design, challenges, learning, recommendations etc.
- (v) No copy of the data captured by the bidder during its operation shall be kept by the bidder beyond completion/termination. Eg: database of who all accessed the service etc.

10 CONTRACT

For any chosen vendor, the contract will be awarded after completion of selection process. CCA reserves the right to cancel the project at any time prior to signing the contract for any reasons and without penalty. The bidder is expected to commence the service within four weeks of awarding of work. Contractual contents will be discussed with the selected bidder at the appropriate time.

10.1 PERFORMANCE BOND

The Performance Bond will be used to acknowledge the successful respondent's readiness to comply with due dates and milestones and its confidence and commitments to perform its contractual obligations. The value for the Performance Bond will be 5% of the tender cost and

will be valid for the 6 years service period. The Performance Bond must be submitted within ten (10) calendar days after receiving the letter of award.

The Performance Bond will be returned only upon completion of the contractual obligations by the winning respondent. Without prejudice to any contractual rights CCA may use the performance bond towards the settlement of penalty for the winning respondent's failure to comply with due dates and milestones or for any amount being payable to CCA in pursuance to the provisions of the Agreement

10.2 TERMINATION

CCA reserves the right to terminate any agreement or service in case of

- i) Failure of the successful bidder to comply with terms, conditions and specifications of tender
- ii) Unsatisfactory performance by the bidder
- iii) Cessation of CA operation

In the case of termination, CCA will provide minimum 3 months notice for cessation of service. If necessary, the bidder should provide necessary assistance to the Office of CCA or any authorized agency for continuing the service. The requirements mentioned in the 9(iii)-(v) will also be applicable.

11. HOLD HARMLESS AND INDEMNITY:

The successful bidder undertakes to indemnify and hold harmless Office of CCA (referred to as Indemnified Party/IP) from and against all losses on account of claims by reply party (Subscriber) on account of certificate validation services at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (costs) to which the IP may become subject, in so far as such losses directly arise out of (I) any representation or warranty made by the IP with respect to the vendors performance under this contract (ii)any claim or proceeding by a reply party / third party against CCA arising out of any act, deed or omission by the OCSP bidder for carrying out work related to the Agreement.

Annexure I

TECHNICAL BID

1. OCSP SERVICE REQUIREMENTS

Sl no	Functional requirements mentioned in section 3	Assurance		

Annexure I

PRICE BID

1. Name of the bidder with address:

2. PRICE QUOTE for OCSP SERVICE FOR SIX YEARS

Sl no	Area				Price quote
1.	OCSP	SERVICE	AS	PER	
	GUIDEL	INES ISSUED	BY CC	A	

Note: All prices must be exclusive of all taxes. The applicable tax will be paid by Office of CCA.