

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687789209336

अनुबंध तिथि | Contract Generated Date : 30-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4741134](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : Coal India Limited कार्यालय क्षेत्र   Office Zone: Coal India Limited HQ	पद   Designation : General Manager E and T संपर्क नंबर   Contact No. : 033-71104443- ईमेल आईडी   Email ID : gment.cil@nic.in जीएसटीआईएन   GSTIN : 19AABCC3929J1ZH पता   Address : COAL BHAWAN Premises No - 04, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, NORTH 24 PARGANAS, WEST BENGAL-700156, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DT CIL वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM (E&T),CIL	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Manager Finance ईमेल आईडी   Email ID : debjanimitra.cil@nic.in जीएसटीआईएन   GSTIN : - पता   Address: COAL BHAWAN, 04-1111, A III, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, CALCUTTA NORTH DIVISION, WEST BENGAL-700156, India

परोक्षी विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 033-71104443- ईमेल आईडी   Email ID : gment.cil@nic.in जीएसटीआईएन   GSTIN : 19AABCC3929J1ZH पता   Address : COAL BHAWAN Premises No - 04, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, NORTH 24 PARGANAS, WEST BENGAL-700156, India	Vulnerability and Penetration Testing

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : 70B7180000472325 कंपनी का नाम   Company Name : PRIME INFOSERV LLP संपर्क नंबर   Contact No. : 09483216921 ईमेल आईडी   Email ID : shwetha@primeinfoserv.com पता   Address : 60,Kolkata, Kolkata, West Bengal-700051, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-10-0016415 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 19AALFP7684E1ZN (R)	

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण   Service Details	
सेवा प्रारंभ तिथि (नवीनतम)   Service Start Date (latest by): 07-May-2024	सेवा समाप्ति तिथि   Service End Date : 06-Aug-2024

श्रेणी नाम   Category Name : Vulnerability and Penetration Testing	
बिलिंग चक्र   Billing Cycle: yearly	

विवरण   Description	Quantity To be set as 1	Total Bill Value
Scope of VA	1	29500
Activities of VA		
Activities of PT		
Standards to be followed		
CERT-In empanelment required		

कुल राशि (सूत्र)   Total Amount (Formula) : (Total Bill Value*1)	
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	29500
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	29500
अतिरिक्त जानकारी   Additional Details	
● Number of IT Assets : 2	
<b>अनुबंध की राशि   Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	29500
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>   Price Break up offered Document link	
<b>एसएलए विवरण   SLA Details</b>	
<p>SERVICE STC SPECIAL TERMS AND CONDITIONS FOR VAPT Service</p>	
<p><b>1. Preamble</b></p> <p>A. All contracts related to Vulnerability Assessment and Penetration Testing (VAPT) services placed through GeM portal shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services ("GTC")  II. Service specific Special Terms and Conditions ("STC") contained in this document  III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as maybe specified by the Buyer</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.</p> <p>C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government department/Buyer/ Client and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.</p>	
<p><b>2. Objectives and Goal</b></p> <p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li> <li><input type="checkbox"/> Present a clear, concise and measurable description of services offered to the Buyer</li> <li><input type="checkbox"/> Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li> <li><input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ul> <p>This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p>	
<p><b>3. Stakeholders</b></p> <p>The main stakeholders associated with this agreement are:</p> <p>i. Buyer: The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms  ii. Service Provider: The service provider is responsible to provide all the required services in timely manner and to the satisfaction of Buyer / its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document.</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deductions in case of non-adherence to the defined terms and conditions.</p>	
<p><b>4. Service Scope</b></p> <p>Vulnerability Assessment and Penetration Testing should cover the application and its components including web server, application server, database server, mobile applications, networking systems, security devices, load balancers etc. accessible with public IP's, websites following security standards guidelines as specified by the Buyer  Every VAPT shall have minimum two test cycles (or as defined by the Buyer) one at the beginning of VAPT for identification of gaps and to check for known vulnerabilities, and a retesting post closure of vulnerabilities identified.  VAPT for infrastructure should be comprehensive but not limited to following activities ; The following activities maybe covered, the list is only indicative, and Buyer uploaded scope of work will take precedence.</p> <ul style="list-style-type: none"> <li>• Network Scanning • Port Scanning • System Identification &amp; Trusted System Scanning • Vulnerability Scanning • Malware Scanning • Spoofing • Scenario Analysis • Application Security Testing &amp; Code Review • OS Fingerprinting • Service Fingerprinting • Access Control Mapping • Denial Of Service (DOS) Attacks • DDOS Attacks • Authorization Testing • Lockout Testing • Password Cracking • Cookie Security • Functional validations • Containment Measure Testing • War Dialling • DMZ Network Architecture Review • Firewall Rule Base Review • Server Assessment (OS Security Configuration) • Security Device Assessment • Network Device Assessment • Database Assessment • Website Assessment (Process) • Vulnerability Research &amp; Verification • Man in the Middle attack • Man in the browser attack • Any other attacks.</li> </ul> <p>VAPT for Website/Web/Mobile should be comprehensive but not limited to following activities</p> <ul style="list-style-type: none"> <li>• Injection • Broken Authentication and Session Management • Cross-Site Scripting (XSS) • Insecure Direct Object References • Security misconfiguration • Insecure Cryptographic Storage • Sensitive Data Exposure • Failure to Restrict URL Access • Missing Function Level Access Control • Cross-Site Request Forgery (CSRF).</li> </ul>	
<p><b>5. Terms and Conditions</b></p> <p><b>5.1. Buyer's Obligations</b></p> <p>i. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data etc.  ii. Buyer agrees to promptly provide service provider with Information, resources and assistance (including access to records, systems, premises and people) that service provider reasonably requires to perform the Services such as</p> <ol style="list-style-type: none"> <li>a. Credentials for every user role would be provided to service provider</li> <li>b. Network infrastructure diagram and Data Flow details.</li> <li>c. In case of testing of web applications, Buyer shall provide the number of dynamic pages and number. of modules. For VAPT of devices, Buyer shall provide the device model and vendor name for all devices and OS versions. For VAPT of network, the Buyer shall indicate the number of IP Addresses. For OS, the version will be specified, and super admin credentials of OS may also be provided to service provider for testing purpose.</li> <li>d. For Security code review, Buyer shall indicate the language and number of lines of code.</li> </ol> <p>iii. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider 's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.</p>	

iv. It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM

## 5.2. Service provider's obligations

- i. Service Provider will be required to follow guidelines provided in Guidelines for CERT-In Empanelled Information Security Auditing Organizations Version 3.0 or any latest versions as updated by CERT-In.
- ii. The time/schedule at which testing takes place will be agreed upon with the Buyer such that peak-hour users of the portal do not face any disruption.
- iii. Service provider shall undertake confirmatory re-testing for identified gaps in critical applications to ensure that the identified gaps have been successfully closed.
- iv. For closure of identified gaps in all internet facing applications and Infrastructure components, External Black Box Penetration Testing shall be done within defined time(month/s), followed by confirmatory testing to ensure closure of such identified gaps.
- v. Mandatory security testing shall be conducted in case of all applications and related infrastructure components so as to check for known vulnerabilities once initially and again whenever major changes in internet facing applications and related infrastructure components take place.
- vi. Service provider shall provide interim and final report summarising the test findings along with severity scoring, findings from re-testing, limitations of testing etc
- vii. If required by the Buyer, Service Provider will undertake user awareness and training workshops as per contextual requirement of the Buyer.
- viii. The Service Provider will treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party without the prior written approval of the Buyer.
- ix. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, byelaws, regulations, rules, standards, guidelines, recommended practices etc including guidelines issued by Ministry of Information and Technology (MeitY) from time to time.
- x. The Service Provide will deploy such personnel with adequate qualification, experience and certifications to carry out activities as per scope of work. On request of the Buyer, Service Provider maybe required to furnish documentary evidence for the same.
- xi. The Service Provider will treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party without the prior written approval of the Buyer.
- xii. All the software, hardware equipment like laptops, tools etc to carry out the assignment has to be arranged by the Service Provider. Any, travel cost to different locations of the Buyer shall also be met by the Service Provider unless specified otherwise by the Buyer.
- xiii. Service Provider will use audit tools and any other resources that are licensed and not the trial versions. In case of the same is of open-source tools, Service Provider should ensure that there is no risk to Buyer and its IT assets.
- xiv. Service Provider should disclose the details of automated tools used for accomplishing the scope of work and must have the valid license of the same.
- xv. Service Provider will sign a Non-Disclosure agreement with Buyer in the format specified by the Buyer.
- xvi. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, guidelines, recommended practices etc

## 6. Service Formula

Lump sum value will be quoted by the service provider.

## 7. Payment Schedule

- i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM.
- ii. Payment schedule to be as per payment terms specified in bid document.

## 8. SLAs and Deductions

Unless specified otherwise by the client, the following SLAs and corresponding deductions will be applicable.

S. No.	SLA	Deduction
1.	Delay in deployment of Core Team as specified in bid document	0.1% of the contract value for every week of delay after the stipulated date for mobilization of team
2.	Delay in submission of deliverable/milestone due to delay attributable to the Service Provider	0.1% of the contract value for every week of delay
4.	Cumulative penalty should not exceed 10% of the contract value	Buyer may decide to terminate contract, besides levying stipulated deductions.

### अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. **Payment Terms** : 100% payment plus applicable GST to be paid only after the submission of final closure report to CIL as mentioned in the bid document.
2. **Format of Non disclosure agreement** : [click here](#)
3. **Scope of Work** : [click here](#)

### अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC)** : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Break Up Document](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :	NA

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

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