



National E-Governance Services Limited

5th Floor, 'The Estate',
121 Dickenson Road,
Bengaluru – 560 042

REQUEST FOR PROPOSAL

FOR

**Setup and Implementation of Static Application Security Testing
(SAST) Solution**

**No: NESL/AO/ISD/RFP-SAST/2023-24/231002
31 October 2023**

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1. Invitation to Bidders

National E-Governance Services Limited (NeSL) publishes this Request For Proposal (RFP), inviting prospective OEMs/Authorised partners of OEM to submit their proposal/bid for “Setup and implementation of Static Application Security Testing (SAST) Solution” at NeSL Administrative office, Bengaluru from eligible OEMs/authorized partners of OEMs. NeSL shall not have any contractual obligation whatsoever shall arise from the RFP process, till issue of PO to the successful bidder and/or signing of an Agreement in this regard. The bidders are advised to read the RFP document carefully and furnish the details and documents as sought in the RFP. Bids with shortage of proper solution/supporting documents shall be treated as non-responsive and shall be liable to be rejected.

2. Contact Information

National E-Governance Services Limited
5th Floor, 'The Estate',
121 Dickenson Road,
Bengaluru – 560 042
E-Mail: is-procurements@nesl.co.in

3. Key Events & Dates

Event	Target Date
Publishing of RFP	31.10.2023, Tuesday
Last date to send in requests for clarifications on the tender document	07.11.2023, 18:00 Hrs. Tuesday
Response to Pre-Bid Clarifications / Corrigendum (if any on the website)	10.11.2023, 18:00 Hrs. Friday
Last date and time of submission of bids	24.11.2023, 1500 Hrs. Friday
Date and time of opening of technical bids	24.11.2023, 1530 Hrs. Friday
Place of opening of technical bids	Online (MS Teams meeting invite shall be sent to participated bidders)
Date and time of opening of Commercial bids	Will be intimated later to technically qualified bidders
Tender Fee	Rs. 1180/- via On-line transfer, UTR number to be shared along with the technical bid.

Bank Details	Beneficiary: National E-Governance Services Ltd. Bank: Canara Bank Branch: Cantonment Branch, Bangalore Account number: 0404214000030 IFSC Code: CNRB0000404
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4. About NeSL

NeSL is India's first Information Utility and is registered with the Insolvency and Bankruptcy Board of India (IBBI) under the aegis of the Insolvency and Bankruptcy Code, 2016 (IBC). The company has been set up by leading banks and public institutions. The primary role of NeSL is to serve as a repository of legal evidence holding the information pertaining to any debt/claim, as submitted by the financial or operational creditor, and verified and authenticated by the parties to the debt.

5. Scope and Delivery timelines

The bidder shall supply and install on premise solution (Static Application Security Testing tool), as per technical specifications provided in this RFP document. NeSL shall provide the required hardware infrastructure (Workstation/Server) for installation of the software. Requirement of any specific database (DB) to be clearly specified in the technical bid and shall be provided as part of the solution by the bidder. The Bidder shall also provide hands-on training to NeSL officials (10 users), handled by an OEM/OEM authorized trainer. Training may be conducted in virtual instructor-led mode or on premises (Bengaluru) including delivery of required training materials. Required infrastructure for the same at NeSL Bengaluru office shall be facilitated.

The successful bidder is expected to complete the installation including demonstration of the integration with code repository, automation server (Jenkins) etc and shall configure optimal rules. The successful bidder should demonstrate scanning of one NeSL application and shall demonstrate generation of the reports.

The successful bidder shall complete the activities including completion of hands-on training **within a period of one month** from the date of issue of confirmed purchase order.

6. Bidder/OEM Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document.

The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

S.No	Clause	Documents required
1	The bidder should be a firm in existence for past 3 years in India.	The copy of Certificate of incorporation/Partnership deed etc GST registration number.
2	The bidder should have an average annual turnover of at least Rs. 1 Crore in the last three (3) financial years.	Audited balance sheet financial years, i.e., 2020-21, 2021-22, 2022-2023.
3	The bidder firm should be ISO 9001:2015 certified.	Copy of the valid certification to be submitted along with the technical bid.
4	The bidder should have completed a minimum of 2 orders for supply and installation of SAST tool in the past 3 years.	Relevant documents such as PO copy/Customer certificate shall be submitted along with technical bid.
5	OEM shall have presence in India for minimum of past 5 years and shall have 24x7 helpdesk operations.	Details of OEM office infrastructure in India along with registration details. Details of OEM/OEM Authorised Helpdesk on 24x7 basis.
6	OEM must be listed in the latest magic quadrant for Application Security Testing.	Gartner report/relevant portions with listing of OEM in the magic quadrant.
7	The Bidder shall be OEM or authorized partner of the OEM to participate in the bid.	The bidder shall submit a MAF (Manufacturer Authorisation Form) along with the technical bid.
8	The bidder must not be blacklisted/suspended by any Central or State Govt. Organizations or debarred from bidding process, as on date of submission of the bids	Undertaking by the bidder on its letterhead to be submitted along with the technical bid

7. Clarification on RFP

Any clarification sought on the RFP shall be sent through e-mail to is-procurements@nesl.co.in with “**231002-QUERY**” as part of the subject line, latest by the date and time specified in “Key Events & dates”. Any query received post last date specified shall not be entertained and NeSL reserves the right to respond to such queries.

8. Submission of Bids

The bid should be submitted through e-mail to is-procurements@nesl.co.in with “**231002-BID**” as part of the subject line within the specified date and time. The Technical and Commercial bids should be submitted as two separate files (Zip or pdf file) properly named as “**231002-BID<Bidder Short Name>_Technical_Bid**” and “**231002-BID<Bidder Short Name>_Commercial_Bid**” in the email attachment. Both Technical and Commercial bid files (zip/pdf) must be password protected. The bids received without required attachments (Technical bid and Commercial bid) or received after the last date and time of submission as specified in “Key Events & dates” shall be rejected.

Please note that the maximum size per email shall be restricted to below 20 MB. In case of bid having more than 20 MB, it must be submitted as multiple email with suitable identifier in the subject line & file name.

9. Bid submission checklist

9.1 Technical Bid

A. Bidder/OEM Eligibility Criteria

- Bidder shall verify and ensure to submit required details/documents in order to prove bidder/OEM eligibility.
- Manufacturer Authentication Form (MAF) from the OEM
- Undertaking on Bidder letterhead on non-blacklisting blacklisted/suspended by any Central or State Govt. Organizations or debarred from bidding process.

B. Technical Proposal

- The technical proposal shall include tool capabilities, proposed licensing scheme, deployment details etc.
- Hardware requirements (Workstation/Server) and Network requirements for the deployment of the software to be specified.
- Requirement of any specific database (DB) to be clearly specified in the technical bid and shall be provided as part of the solution by the bidder.
- Project plan and draft user acceptance test plan and procedure (ATP).
- The details of hands-on training proposed to NeSL officials (10 users).
- Compliance to Technical specification as given in Section 16 to be submitted, along with reference in datasheet/user manual/or any printed material.

- Unpriced (masked)* commercial bid.

* Please note that disclosure of prices in technical bid may lead to disqualification.

9.2 Commercial bid

- Commercial bid shall be submitted in pdf format as per the template given in Section 17.

10. Opening of Bids

i. Technical Bid opening

NeSL shall send invite to all participants in the RFP to participate in the Online Technical bid opening. The password for the technical bid submitted as attachment to the email in Zip/pdf file shall be shared through online chat during technical bid opening session. The response shall be briefly captured and displayed to the participating bidders. Representatives of the participating bidder, with prior intimation shall only be allowed to participate in the technical bid opening session. A maximum of 3 participants per bidder will be allowed.

ii. Commercial Bid Opening

The invite for participating in the Commercial bid opening session shall be shared only to those bidders who are qualified in the evaluation of their technical bids submitted. The date and time of the Commercial bid opening shall be finalized based on the progress of the technical bid evaluation. The password for the Commercial bid submitted as attachment to the email in Zip/pdf file shall be shared through online chat during Commercial bid opening session. The response shall be briefly captured and displayed to the participating bidders. Representatives of participated bidder along with their OEM, with prior intimation shall only be allowed to participate in the Commercial bid opening session

11. Bid Currency

Bidder shall offer the commercial rates for the requirement only in Indian Rupee (INR) for the requirement specified as per Commercial bid template. The bidder shall offer the rates for the tool licensing on an annual basis as per the Commercial bid template.

12. Award of Contract

The bidder offering the lowest price for the requirement shall be declared L1 bidder, which includes one-time installation charges, hands-on training and licensing cost for three years. The contract shall be awarded to the technically qualified bidder, offering the lowest quote. NeSL reserves the right to review the satisfactory performance of the tool annually and renew the license for subsequent years (the second and third year). No escalation in prices shall be accepted during the commitment period of three years from the date of acceptance.

The contract will be awarded, and payments will be released by

National E-Governance Services Ltd.
5th Floor, 'The Estate', 121,
Dickenson Road, Bengaluru – 560 042

13. Security Deposit (SD)

The successful bidder will be required to furnish within 15 days the non-interest-bearing Security Deposit for 10% value of the first-year cost of licenses including OEM warranty/support for Static Application Security Testing (SAST) tool (Line item 3 in the commercial bid) including GST. The security deposit should be submitted either in the form of Demand Draft/s or Irrevocable Bank Guarantee (BG) or Electronic Bank Guarantee (eBG) issued by a Scheduled Commercial Bank as per the format attached (Ref Annexure-1), in the name of National E-Governance Services Limited. The BG/s submitted must remain valid for 37 months from the date of submission, to ensure that a valid instrument during the release of purchase orders for the licenses in subsequent years (Year 2 & Year 3). The BG should have a claim period of one year beyond the validity of the BG.

If the SD is submitted in the form of BG, the BG must be payable at a bank branch in Bengaluru. NeSL shall have the right to treat the Security Deposit as forfeited, if the bidder is unable to fulfill support obligations under this RFP and subsequent work order. NeSL will not pay any interest on the Security Deposit amount.

The Security Deposit will be returned to the bidder within 30 days of contract expiry, after deducting the penalties/ due amounts (if any)

14. Warranty and Technical support

OEM warranty during the period with license shall be provided. Technical support including Helpdesk, regular updates, patches etc. shall be provided by OEM during this period.

15. Payments

- a. No advance payments shall be made.
- b. Payment against Sl. Nos, 1, 2 shall be paid within 45 days from the date of successful completion of the activity and submission of invoices and due certification of completion by NeSL. The payment shall be subject to successful completion of acceptance tests.
- c. The payment towards first year licenses including OEM warranty/support for Static Application Security Testing (SAST) tool shall be paid on successful completion of installation, commissioning and acceptance tests. The license period shall commence from the date of acceptance.
- d. The payment towards subsequent years (second year and Third year) licenses including OEM warranty/support for Static Application Security Testing (SAST) tool shall be made during renewal along with PO against invoices

raised. The PO for second year and third year shall be released based on the satisfactory performance in the previous year.

- e. Applicable TDS / TCS will be deducted. GST payment on invoice only on submission of valid invoice with credit to GSTR 2A of NeSL

16. Technical Specifications:

Sl.No	Specifications
1	The solution must support on-premises deployment. The required workstation computer or server with OS shall be provided by NeSL. The bidder shall specify the minimum technical specification for the hardware. Licences for any additional software or application, such as a licenced database, shall be provided as part of the solution by the bidder.
2	The solution must be able to perform source code scanning and accurately point to the root cause of software security vulnerabilities.
3	The solution must be able to analyse a wide array of programming languages, including Java, JavaScript, JSP etc., Support for Android is desirable. Bidders are required to specify the programming languages supported by their tool as part of the technical bid.
4	The solution should have the ability to identify the root cause of multiple other vulnerabilities and pinpoint the exact line in the source code where the security vulnerability was identified.
5	The solution should have a set of pre-defined industrial-standard secure coding rules like the OWASP Top 10.
6	The solution must have regular updates (at least on quarterly basis) to its vulnerability/rule's knowledge base
7	The solution should have the facility to mark a particular observation as a false positive.
8	The solution shall allow for detailed reporting of vulnerabilities found: <ul style="list-style-type: none"> • Vulnerability explanation • Recommendations • Good code snippets. It should be possible to send these reports to developers, for offline reading and reference.
9	The solution should be able to perform incremental scanning
10	The solution must be able to integrate with the developer environment via IDEs (integration support for Eclipse is mandatory) for source code analysis and/or vulnerability remediation.
11	The solution should support out-of-the Box integration capabilities with dev-ops supporting Build management solutions (Maven, ANT etc.). Bidder to specify the build management solutions that can be integrated into their solution in the technical bid.
12	The solution should be able to integrate with common code repositories.
13	The solution should be able to integrate with open-source automation servers like Jenkins.
14	The solution should integrate with Jenkins for CI/CD.

15	The solution shall be able to integrate with bug tracking solutions (JIRA, Bugzilla etc)
16	The solution must offer the flexibility to begin, continue, and end a scan locally without requiring a connection to a centralised server.
17	The solution supports a central dashboard for all the audit requirements.
18	The solution has the capability to generate out-of-the-box and custom reports which shall include high-level executive analysis summaries and low-level (detailed) technical reports.
19	The solution shall be licenced for a minimum of two applications/codebases and ten (10) users. There should be no constraint on size of code.
20	The solution must provide the capability to create custom rules. These rules can be made available across all projects.
21	The solution should be compatible to install in Virtual machines.
22	The solution should support Windows, Linux operating systems.
23	The solution should provide multiple concurrent scanning capability.

17. Commercial bid Format:

Sl. No	Description	Unit	Qty	Unit price (a)	Amount excl. GST	GST (in %)	Any other levies	All-inclusive amount
			a	b	c=a * b	d	e	f = [c+(c*d)+ e]
1	Onetime charges, if any for the installation and commissioning of the tool.	Lump sum	1					
2	Hands-on training (Online instructor-led/ on-premises) to 10 officials of NeSL.	Lump sum	1					
3	Licenses including OEM warranty/support for Static Application Security Testing (SAST) tool – First year	Lump sum	1					
4	Licenses including OEM warranty/ support for Static Application Security Testing (SAST) tool – Second year	Lump sum	1					
5	Licenses including OEM warranty/ support for Static Application Security Testing (SAST) tool – Third year	Lump sum	1					

Note:

1. Bidder shall provide all the prices in INR.
2. Bidder shall clearly specify the applicable GST percentage and any variations in taxes shall be honored.

ANNEXURE - 1

Format of Bank Guarantee for Performance Security (On Non-judicial paper of appropriate value)

Bank Guarantee No. _____
[Date]

From:

bank _____

To,

M/s National E-Governance Services Limited (NeSL)

5th Floor, The Estate, 121, Dickenson Road,

Bengaluru – 560 042

Sirs,

This has reference to the contract / Order No. _____ Dated _____ been placed by National E-Governance Services Limited (NeSL) on M/s _____ (Name & Address of vendor) for Providing _____ (nature of work) to National e-Governance Services Limited (NeSL). The conditions of this order provide that the vendor guarantees successful and satisfactory performance of the _____ and/ or deployed, as per the requirements stipulated in this document and provide the _____ support as stipulated in the order/contract.

M/s _____ (Name of Vendor) has accepted the said purchase order / Contract with the terms and conditions stipulated therein and have agreed to issue the Performance Security in the form of Bank Guarantee on their part, towards promises and assurance of their contractual obligations vide the said Contract/Order. M/s. _____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

We (hereinafter referred to as the “Bank”) hereby undertake to pay to NeSL on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs-----/- (Rupees ---- only) and the guarantee will remain valid for a period

We do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur, merely on a demand from NeSL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Applicant.

Any such demand made by the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rupees ---).

We, the said Bank, further undertake to pay to NeSL any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any Court or Tribunal or Board relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder, and the Applicant shall have no claim against us for making such payment.

We further agree that the Guarantee herein contained shall remain in full force and effect during the period of engagement by NeSL, and it shall continue to be enforceable till all the dues of the NeSL have been fully paid, and its claims satisfied or discharged, or till NeSL certifies that the obligations of the Applicant have been fully and properly carried out by the said Applicant, and accordingly discharges this Bank Guarantee.

We further agree with NeSL that it shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said engagement or to extend time of performance by the said Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by NeSL against the said Applicant, and to forbear or enforce any of the terms and conditions relating to the said engagement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Applicant or for any forbearance, act of omission on the part of NeSL or any indulgence by NeSL to the said Applicant or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Applicant.

Welastly undertake not to revoke this Guarantee except with the previous consent of the NeSL in writing.

This Guarantee shall be valid up tounless extended on demand by the NeSL. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. -----/- (Rupees --- only), and unless a claim in writing is lodged with us by NeSL within*(one year beyond the validity of the BG) all our liabilities under this Guarantee shall stand discharged.

Dated the day of.....

For

(Indicate the name of the Bank)

Notes:

1. The amount of the bank guarantee is 10% value of the first-year cost of licenses including OEM warranty/support for Static Application Security Testing (SAST) including GST.
2. * Claim period shall be minimum one year from the end of the validity of bank guarantee
3. Bank account details for NeSL

National E-Governance Services Limited
Canara Bank
Cantonment Branch
A/c no: 0404214000030
IFSC no: CNRB0000404