

Dated: 02/09/2016

CORRIGENDUM

With reference to the advertisement, F.No 19(39)/2016-CCA, Tender for " OCSP SERVICE", the following clause is added in the section '11. HOLD HARMLESS AND INDEMNITY'.

"The maximum liability has been limited to tender cost of one year".



Director
Col R.M Joshi

CLARIFICATIONS ON TENDER: OCSP SERVICE

Sr. No	Page No.	Clause No.	Text	Query	
1	3	3 , Functional Requirements	Successful bidder shall provide OCSP Service in compliance with the guidelines issued by CCA	AS per OCSP guidelines by CCA, the OCSP responses MUST be signed by an OCSP Responder whose Certificate is signed by the CA or its sub-CA that issued the Certificate whose revocation status is being checked. So in this case the certificate to be used for signing OCSP responses would be signed by CCA separately?	Office of CCA will certify the key generated by bidder for OCSP services
2	5	8,Service Levels	Quarterly report on service levels (month wise) as at 2-4 of above will be provided within 10 days of beginning of next quarter. The report should be certified by an IS auditor	Kindly clarify on the report expectations. The response time calculations for each response from OCSP may require certain specialised systems to be put in place for tracking?	Report expectations pertain to information on SLA parameters and general statistics. CA should enable necessary logs monitoring mechanism
3	6	9,Exit Conditions	In the event of the bidder being unable to fulfill the contractual obligations, bidder can make alternate arrangements for	Does this alternate arrangement details have to be provided while the contract signing with CCA?	No, The name of the alternate agency need not be given now

62

			running the service by any other CA		
4	General	General	Infrastructure for OCSP Service	Kindly highlight any hardware infrastructure guidelines/practices to be followed. Since this would be separate from the existing CA infra. Also mention any zoning requirements if any,	The OCSP service requirements for RCAI are same as of CA OCSP Service. It is up to the CA whether or not to use the same hardware/software. However the SLA should be met.
5	6	10.1	Performance bond	section 10.1, the performance bond is mentioned to be of 5% of the tender cost. However, it may be noted that the tender is a long term tender for 6 years, and is paid quarterly. In these kind of tenders, the performance bond will be generally kept at the respective year cost, so that the in any event at a later date, the service already delivered will not be penalized. Hence, we request you to clarify / consider it for 5% of the annual cost. Similarly, the bank guarantee will not be provided for such longer term. So, it can be that the bank guarantee shall be made as an annual renewal and submitted to the office of CCA	No Change

6	7	11	Hold harmless and Indemnity	In section 11, it is defined to cover unlimited liability. We request you to clarify /consider it to be limited to maximum of 100% payment / payable annual fee of particular year. You may also please consider excluding indirect and consequential damages from the indemnification	The following clause has been added: <i>The maximum has been limited to tender cost of one year.</i>
---	---	----	-----------------------------	--	--

1.	What are the estimated number of OCSP queries what would hit the service? We get the peak requirements i.e. 100 requests per minute from the Internet. Without this, we cannot size the hardware and the network capacity required.	The minimum requirements are given in SLA 8.4.
2.	What is the URL that the service would require? Or would it be an IP address based request only ?	The URL will be provided by Office of CCA. The domain name has been registered in the .in registry
3.	What is the DR site requirements? should it be equal to the Primary Site requirements	It is up to the bidder to decide. Our requirement is that the OCSP service should meet SLA at any point of time
4.	How would the IP address be handled when the service shifts to the DR site ? Will the service need the same IP address or is an IP address change acceptable? If Yes, how will the OCSP requester resolve the new IP address?	CA may keep the same IP address so that nothing needs to change. In case not possible to provide same IP address, CA should request Office of CCA for DNS change to prior to switching service to DR.
5.	In case of downtime at PR, in case the service is DNS name based, (e.g. ojsp.cca.gov.in) then there would be a downtime for DNS change to the DR site IP address. Will this be calculated as a downtime, because technically the service is always available from the DR site but the DNS name change update over the internet entails the downtime?	The duration for DNS switchover to DR site will not be considered as downtime
6.	Will the CCA provide the tool to measure the performance of 1-second per request from the perimeter? Will the CCA Certified auditor bring such a tool or will the bidder have to provide the tool to measure 1-second request as well a	CA should enable necessary logs monitoring mechanism at their premises for auditing purpose .The SLA would

60

	200 requests per minute and 100 requests for minute measurements ?	require examination of logs and certification by IS Auditor.
7.	Will the service have to be provided with a secure SSL channel ? (its written secure channel in the tender). If yes, who will provide for the SSL certificate, CCA or will it have to be procured by the bidder ? Will the SSL have to be procured from an Indian CA only or any internally accepted SSL like Verisign, Entrust, Geotrust, Comodo, Digicert, etc. be acceptable ?	OCSP service to relying parties will not use SSL.
8.	The tender has asked for a web based CRL / CA certificate submission by the CCA. Is this supposed to be secured by username/password only or will it need a certificate based login ? If yes, which certificate should be allowed ? Only CCA CA issued certificates should be allowed to update the service ?	The data will be transferred through secure connection mutually agreed upon.
9.	Does the CCA envisage any web based portal / system / static / dynamic for this service ? Or would it be only an OCSP service which one or two pages for CCA updation ? What are the number of web pages the CCA envisages for this site, if the CCA wants a website ?	No web pages are required.
10.	Does the CCA require details / logs about all the requests that the OCSP service is entertaining? Or is it just an open service with no logs / details to be recorded by the service ?	Yes, Logs are required
11.	How does the CCA envisage to measure the requests per second on a percentage of transactions? Clause 8.1 - Table 2. The OCSP responder itself cannot measure the response time and a third party tool will not be able to measure the response time from the requestor, so how does CCA plan to measure this?	CA should enable necessary logs monitoring mechanism at their premises for auditing purpose and the SLA requirements based on logs should be certified by IS Auditor.
12.	The system for measurement of the SLA has to be implemented by the bidder or will CCA provide a system / monitoring tool for monitoring and measuring the performance?	CA should have log monitoring mechanism Also the CA should have a mechanism to demonstrate the online request/response time to auditor/Office of CCA using third party tool or script.
13.	The performance bond is of 5% of total of 6 years while the payment is quarterly. This means that the bidder is paying a performance bond worth the value of about 3 quarters in advance, plus has to expend on servers, licenses, bandwidth, datacenter, etc. on providing the service. Can it not be changed to 10% or cost of one year payment ? In case the SLA is not met, the CCA would	No Change

	have one quarter worth of performance bond with them, plus the payment of the current quarter?	
14	How will the penalty be calculated and deducted in case there is a yearly / quarterly advance?	There is no advance. The penalty, if any, will be deducted from the payment which will have to be paid on quarterly basis.
15	Who will be responsible for payment of CCA Auditor ? Will CCA make the payment or will the bidder have to pay for it ? If the bidder has to pay, are there any predetermined costs which CCA had decided for such payments?	Bidder
16	The bidder has to provide an IS auditor certified SLA report every quarter. Is this a CCA certified auditor? If so, will this payment be made by the CCA or the bidder?	Auditors empanelled by CCA or Cert-IN or information systems auditor certified by a recognized body. Payment to be made by bidder.
17	The system for measurement of the SLA has to be implemented by the bidder or will CCA provide a system / monitoring tool for monitoring and measuring the performance?	CA should have log monitoring mechanism Also the CA should have a mechanism to demonstrate the online request/response time to auditor/Office of CCA using third party tool or script

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 (<http://cca.gov.in>). Any further notification in this regard will be made available only on the website cca.gov.in.

Sd/- xxxxxx

(RM Joshi)

Col

Director (Fin & Admn)

Ph. No. : 24367650/24301330

davp 06108/11/0003/1617

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 : 13.09.2016

Last Date of Clarification : 22.08.2016

For Clarification please contact on email: rmjoshi@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

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

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

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.

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 GUIDELINES ISSUED BY CCA	

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