

HIGH COURT OF MADHYA PRADESH: JABALPUR

// CLARIFICATION //

No. Reg(IT)(SA)/2020/1172

Jabalpur, Dated:21-09-2020

Subject:- The matter regarding to publish the clarification / reply of pre-bid meeting dated: 05th September, 2020 regarding the tender for the appointment of consultancy firm/ vendor for conducting IT Security Audit for infrastructure and software applications at High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior and District Courts in the State of Madhya Pradesh with reference to tender no. Reg(IT)(SA)/2020/1060, dated: 19-08-2020.

Ref: - Pre-Bid Meeting dated: 05th September, 2020.

Reply / clarification to the pre-bid queries

Query No.	RFP Reference (Section No. /Page No.)	Content of RFP Requiring Clarification	Query of the bidder / remarks of the bidder	Reply / clarification to the query /remarks by the High Court
1.	23, Documents to be submitted	12.14 Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 1/03/2020) order should be from GOVT, PSU Or Limited company Satisfactory certificate / completion certificate from customer shall be submitted.	Can you also consider our Private Ltd experience in Company?	No Change.
2.	23, Documents to be submitted	12.15 The bidder must have active empanelled by CERT-in (Government of India) “	Can the requirement for 5yrs be removed or reduced to 1yr?	No Change.

		Information Security Auditing Organization and CCA (Controller of Certifying Authorities) since last 5 years for carrying out IT security audit and same shall be valid till end of IT Security Audit (Copy of Certificate shall be attached)		
3.	Page No: 02, Open Advertised Tender,	Open Advertised Tender - Point No: 09, Last date and time of online submission of tender	As our offices are working with limited staff due to the COVID situation, request to extend the bid submission date by 3 weeks from the date of releasing clarifications so that the bidder can get sufficient time to meet internal approvals, legal clearances, arrange financial documents, EMD etc for submission of proposal.	Yes minimum 15 days time may be given from the date of publication of pre-bid queries on the website.
4.	Page No: 11, 3.0 Scope of Work,	A. Scope of Services, A. Scope of Services	We are assuming that policies/procedures are existing for all these reviews and we understand that all the said process to be reviewed centrally at High Court, Jabalpur for the scope items mentioned under "Software Application Security Audit"	Yes, centrally at High Court of Madhya Pradesh, Jabalpur.
5.	Page No: 12, 3.0 Scope of Work	A. Scope of Services, A. Scope of Services	Request to provide the details of no. of applications hosted, location where the applications were hosted and the details of how many no. of static and dynamic pages, users and other application level details to perform audits for each application., We understand that conducting security audit – use of automated tools / manual testing is up to the bidder's choice to identify the vulnerabilities and notify the end user.	Yes the number of applications/ software details mentioned along with this pre-bid queries. Yes conducting security audit – use of automated tools / manual testing is up to the bidder's choice to identify the

				vulnerabilities and notify the end users.
6.	Page No: 12, 3.0 Scope of Work, Point No: 04	Developing Cyber Security Roadmap	<p>Request to detail the scope for developing Cyber Security Roadmap. Some of the best practices/models to be considered for security roadmap are : -</p> <p>Current state assessment:</p> <ul style="list-style-type: none"> o Review of High Court of Madhya Pradesh IT infrastructure landscape and perform current state assessment. o Review information security policies, procedures and guidelines, governance, current security architecture and security technology, third-party vendor management and security infrastructure monitoring mechanism, asset management mechanism including hardware, softwares, licenses, virtual devices, secure configuration for servers OS, web application, database, security devices, and network devices, network topology/network security architecture and deployment of the security controls within the organization like firewalls, IDS/ IPS, network segmentation, Patch Management, Antivirus, etc adopted High Court of Madhya Pradesh. o Focus on information / cyber security incident response mechanism, data privacy and data protection mechanism of High Court of Madhya Pradesh <p>Perform gap analysis:-</p> <ul style="list-style-type: none"> o Conduct maturity assessment of as-is processes/technologies/controls etc considering governance, people, processes, technologies and tools o Identify network security and design architectural weaknesses in term of security, performance, scalability, etc. o Preparation of RACI matrix for the information security functions and activities. o Provide recommendations on various cyber security aspects which includes: <ul style="list-style-type: none"> • Information security governance • 	As per latest CERT-IN guidelines and notification of Govt. of India, Ministry of IT, the vendor has to submit the completed security roadmap accordingly to the High Court of Madhya Pradesh, Jabalpur as per best practices adopted in the industry.

			<p>Security operations</p> <ul style="list-style-type: none"> • Host security • Network security • Data security • Emerging technologies <p>o Provide remediation steps for the gaps identified in gap analysis stage</p> <ul style="list-style-type: none"> • Develop future state cyber security strategy roadmap for High Court of Madhya Pradesh <p>o Perform workshop with High Court of Madhya Pradesh to understand the gaps and determine strategic initiatives to implement to reach desired future maturity.</p> <p>o The following to be considered for future state cyber security strategy roadmap:</p> <ul style="list-style-type: none"> • Strategic imperatives and values • Current state maturity assessment • Existing policies and procedures • Emerging technologies • In-flight projects • Target maturity levels • Input from project participants <p>o The future state cyber security roadmap shall be:</p> <ul style="list-style-type: none"> • Multi-phase roadmap for High Court of Madhya Pradesh. • Strategically aligned information/cyber security functions. • A target future state resulting in a more secure and better protected <p>o Identify the KPIs used to evaluate changes in maturity, Return on Security Investments (ROSI) over time as</p>	
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			recommendations are implemented. o Workshop for concluding future state cyber security strategy for High Court of Madhya Pradesh.	
7.	Page No: 12, 3.0 Scope of Work, Point No: 05	Security awareness session	Request to provide the details of user groups, duration of training, no. of sessions and the list of locations where the sessions to be conducted. Kindly confirm on the reimbursement of out of pocket expenses incurred by consultant during the trainings.	The training to be conducted centrally at Jabalpur by the expert of the company. The broadcast / live cast at 50 locations shall be done. The training duration shall be of 3 to 4 hours.
8.	Page No: 12, 3.0 Scope of Work, Point No: 05	Security awareness Session	Request to clarify whether the expenses related to the travel and stay during training sessions are quoted additionally per visit in the financial bid.	To be quoted in lump-sum in the tender document.
9.	Page No: 12, 3.0 Scope of Work,	Additional point	We also request to include scope related to ISO 27001 implementation as information is an asset which, like other important business assets, has value to an organization and consequently needs to be preserve the confidentiality, integrity and availability of information. ISO 27001 provides a common model for implementing and operating an Information Security Management System (ISMS). By achieving certification, High Court of Madhya Pradesh will become the first court in India to be certified with ISO 27001 standard for information security.	Yes scope related to implementation of ISO 27001 is included in the scope of work of the tender document.
10.	Page No: 13, 3.0 Scope of Work, Point No: (f)	Infrastructure Audit: Random IT security audit of End point devices such as desktop computers (approximately 700), network switches/	Request to clarify that whether bidder may consider any percentage of sample like 10% or 15% etc., of end point devices for conducting security audit of total pool of devices.	Yes 20 % audit of all end point devices.

		routers, network printers, wireless access points, display boards, Kiosk machines etc.		
11.	Page No: 14, Note: Point No (4), Note: Point No (4)	The firm / vendor must only deploy the manpower with background verification check done from suitable Law Enforcement Agency	Request to remove this clause as the firm/vendor will do the background verification check as per the firm's policy at the time of resource on boarding to the firm.	Yes changed
12.	Page No: 18, 5.0 Evaluation Criteria , Point No: B	Qualification & competence of key professionals	Request you to notify on number of resources to be deployed at High Court. Does any resource to be deployed at Bench also ?	Minimum 1 resource to be deployed at High Court of Madhya Pradesh, Jabalpur. But more number of resources may be required in order to meet out the requirement of scope of work as per tender document.
13.	Page No: 19, 6.0 Payment Remuneration, Point No: 02	The firm shall be inclusive of the foreseen or unforeseen expenditure on outstation visit of the firm / vendor for the work/ project related purposes.	kindly exclude the unforeseen expenses from the total fees quotes and clarify on the foreseen / number of visits to be made to benches / district courts so that we can provision the expenses accordingly. In the event of any unforeseen expenses to be incurred, the same be approved by High Court and shall be included as part of vendor's invoice.	No change
14.	Page No: 19, 7.0	On submission of Draft	Request to increase the duration for submission of draft report as the scope is vast and it requires at least	Yes changed to within 04 months from

	Schedule of Payment, Description of work - Point No: 01	Report (Within three months from date of issue of LOI)	four months. Request to amend the clause as: "On submission of Draft Report (Within Four months from date of work order)". LOI is a very primary document for engaging consultant and Due to the COVID Consultant requires 2-3 weeks time to mobilize the team and deployment. Hence work order may be taken as reference document for timeline calculation.	the date of work order.
15.	Page No: 19, 7.0 Schedule of Payment, Description of work - Point No: 02	On submission of Final Report (Within Four months from date of issue of LOI)	Request to increase the duration for submission of final report by two months of time from the date of closing observations of draft report and amend the clause as: On submission of Final Report (Within two months from date of closing observations of draft report).	Within five months from date of work order.
16.	Page No: 19, 7.0 Schedule of Payment, Schedule of Payment	Table providing the details of the successful bidder will be paid proportionally to the job.	Request to detail out deliverables such as Security Audit Report, BCP/DRP Assessment Report, Cyber Security Roadmap, etc in the payment calendar and accordingly align the payment milestones.	No change, the vendor has to quote in lump-sum.
17.	Page No: 19, 7.0 Schedule of Payment, Amount - Point No: 01	30 % of total cost of the Work	Request to release the 50% of total cost of work on submission of draft report.	Yes changed to 40 % of work on submission of draft report.
18.	Page No: 19, 7.0 Schedule of Payment, Amount - Point No: 02	50 % of total cost of the Work	Request to release the 40% of total cost of work on submission of final report.	No change.
19.	Page No: 19, 7.0 Schedule of Payment	After 180 days of Final Report. (from the date	Request to release the 10% of total cost of work on acceptance of final report within 45 days (standard timeline in industry) of submission. 180 days of time frame is too high.	Yes changed to 10 % of total cost of work on acceptance of final report

	nt, Amount - Point No: 03	of acceptance of final report) `20 % of total cost of the work		within 90 days.
20.	Page No: 20, 8.0 Addition and Alteration, Point Bo: 8.1	It is also to be determined mutually unless such changes, alterations are due to the firm / vendor own omission and/or discrepancies including changes required by the firm / vendor for all internal, external utilities and services, the decision of the High Court of Madhya Pradesh, Jabalpur, shall be final one, whether the deviation and additions are substantial as requiring any compensation are to be paid to the Firm / vendor. However, for the minor modification or alteration which does not affect the audit	We are assuming that, if any additions or modifications made to the existing scope of work and which in turn effect the audit activities for such additions and modifications the High Court of Madhya Pradesh will pay the additional payment to consultant and agree on timelines revision.	Yes changed.

		reports no amount will be payable		
21.	Page No: 21, 10.0 Penalty Clause, Point No: (i)	The compensation of Rs.5000/- per default shall be recovered by the High Court of Madhya Pradesh, Jabalpur from the Firm / vendor for non-attending prefixed meetings or the discussions, assistance to High Court of Madhya Pradesh, Jabalpur in completing the work, provided that no such compensation will be recoverable, if in the opinion of the High Court of Madhya Pradesh, Jabalpur, that such failure to attend the meeting was for the reason beyond the control of the firm / vendor.	Request to amend the clause as follows:- In case of the vendor fails to attend the two consecutive prefixed meetings or the discussions, assistance to High Court of Madhya Pradesh, Jabalpur in completing the work then the compensation of Rs.3,000/- shall be recovered by the High Court of Madhya Pradesh, Jabalpur from the payments payable to the Firm / vendor , provided that no such compensation will be recoverable, if in the opinion of the High Court of Madhya Pradesh, Jabalpur, that such failure to attend the meeting was for the reason beyond the control of the firm / vendor.	No change.
22.	Page No: 21, Termination,	Termination	Request to add the clause as follows:- The bidder may terminate this Agreement, or any particular Services, immediately upon written	No change.

			notice to High Court of Madhya Pradesh if bidder reasonably determine that bidder can no longer provide the Services in accordance with applicable law or professional obligations.	
23.	Page No: 23 & 29, 12.0 Documents to be submitted along with offer and Annexure – B , Point No: 12.13 Point No: 01	The Bidder needs to have an average annual turnover of Rs.1 Crore in IT security audit services in financial year 2017-18 , 2018-19 & 2019-20.	Request to amend the clause as:- The Bidder needs to have a average annual turnover of atleast Rs.30 Crore in IT security audit services in financial years 2016-17 , 2017-18 & 2018-19 (as audit to be carried out for 2019-20 financial year and it may be delayed due to COVID 19 Pandemic).	The bidder needs to average financial turnover of Rs.1Crore in IT security audit services in financial year 2016-17, 2017-18 and 2018-19.
24.	Page No: 23 & 29, 12.0 Documents to be submitted along with offer and Annexure – B, Point No: 12.14 Point No: 02	Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 31/03/2020) order should be from GOVT, PSU Or Limited company Satisfactory certificate / completion certificate from customer shall be submitted.	Request to amend the clause as:- The bidder should have executed at least 6 projects of similar nature of work should be done in large scale wide area network and data center audits in the last 5 financial years (ended on 31/03/2020) order should be from GOVT, PSU Or Limited company. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as documentary proof.	Yes changed as under:- The Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 31/03/2020) order should be from Central Government / State Government / Reputed Private Organization/ Public Sector Organization. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as

				documentary proof.
25.	12.0 Documents to be submitted along with offer and Annexure - B	-	Request to add the clause as: - The bidder should have provided consulting services for at least 3 Central/State Government SU/Undertaking / Private enterprises in IT-BCM or DR during last 5 Financial Years. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as documentary proof.	No change.
26.	12.0 Documents to be submitted along with offer and Annexure – B,	-	Request to add the clause as: - The bidder should have provided cyber capacity building services and documenting for cyber security roadmap for at least 3 Central/State Government PSU/Undertaking/ Private enterprises during last 5 Financial Years. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as documentary proof.	No change.
27.	Page No: 23 & 29, 12.0 Documents to be submitted along with offer and Annexure – B, Point No: 12.16 Point No: 04	The Bidder must have at least 3 Professionals on Payroll/Partners with relevant industry recognized certifications e.g. CISA (Certified Information Systems Auditor) from international professional association focused on IT governance (ISACA), CISM (Certified Information Securities Manager) from ISACA, GSNA (GIAC Systems and Network Auditor), CISSP (Certified Information Systems Security Professional) from International Information Systems Security Certification Consortium, commonly known as (ISC) 2.	Request to amend the clause as: - The Bidder must have at least 10 Professionals on Payroll/Partners with relevant industry recognized certifications e.g. CISA (Certified Information Systems Auditor) from international professional association focused on IT governance (ISACA) , CISM (Certified Information Securities Manager) from ISACA, GSNA (GIAC Systems and Network Auditor), CISSP (Certified Information Systems Security Professional) from International Information Systems Security Certification Consortium, commonly known as (ISC) 2.	No change, but the vendor can quote better / higher certifications.

		Systems and Network Auditor), CISSP (Certified Information Systems Security Professional) From International Information Systems Security Certification Consortium, commonly known as (ISC)2.		
28.	Page No: 23, 12.0 Documents to be submitted along with offer, Point No: 12.16	(Documentary evidence shall be attached – i.e appointment letter, latest pay slip , Partnership agreement, documents related to CISA, ISACA, GSNA, ISSP, ISC, CFP, CFA etc.)	As appointment letters and pay slips are confidential documents as per the policy of the any major firms, request to amend the clause as: Documentary evidence shall be attached - i.e., Self-Certification by the authorized signatory or HR department along with list of resources and copies of certifications acquired.	Yes changed i.e. Documentary evidence shall be attached - i.e., Self-Certification by the authorized signatory or HR department along with list of resources and copies of certifications acquired related to CISA, ISACA, GSNA, ISSP, ISC, CFP, CFA etc.
29.	Page No: 23 and 29, 12.0 Documents to be submitted along with offer and Annexure – B,	Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Central Government or Government	Request to amend the clause as follows: - "The bidder declares, warrants and represents that as on date of the submission of the proposal there is no blacklisting/ debarment by Central/State Govt. or any of the PSU for fraud and corrupt practices".	No change.

	Clause 12.17: Documents to be submitted along with offer Annexure-B - Eligibility Criteria	of Madhya Pradesh or any of the PSU.		
30.	Page No: 24, 15.0	Confidentiality	Request to add the clause as follows: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	No change.
31.	Page No: 25, 17. Force Majeure, 17. Force Majeure	--	Request to add the clause as follows:- To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with	Yes changed/ added.

			<p>respect to the timelines, location, or manner of the delivery of Services.</p> <p>Where the bidder's personnel are required to be present at Client's premises, Bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) Bidder resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	
32.	Page No: 28, Annexure – A, Declaration on Blacklisting	I / we hereby solemnly declare that any of our partners jointly or severally and / or individually or our firm / company / associate company have not been blacklisted by the Central Govt. OR any State Govt. OR its undertaking.	Request to amend the clause as follows: - "The bidder declares warrants and represents that as on date of the submission of the proposal there is no blacklisting/ debarment in existence".	No change.
33.	Page No: 33, Schedule - B - Format of Commercial Bid	-	Request to add the line item to the table: - BCP/DRP assessment and readiness review - Cyber security roadmap – Conduct cyber training sessions –	Quote the tender in lump-sum value.
34.	Page No: 33, Schedule	Consultant to be appointed for post	Request to clarify the paragraph: "Consultant to be appointed for post audit work/ re-auditing work".	The consultant to be appointed in order to

	le - B - Format of Comm ercial Bid, Schedu le - B - Format of Comm ercial Bid	audit work/ re-auditing work.		carry out post audit work to clear the issues and bottlenecks.
35.	New Point Added, Limitati on of liability	-	Request to add the clause as follows:- The High court of Madhya Pradesh (and any others for whom Services are provided) shall not recover from the bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Yes added.
36.	New Point Added Intellect ual propert y rights	-	Request to add the clause as follows:- "The Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that bidder own in performing the Services. Notwithstanding the delivery of any Reports, Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this RFP".	Yes added.
37.	Section 3, B, Point No 3,Point no 4 and Point No 5	BCP/DRP assessment and readiness review: Review the existing Disaster Recovery Plan (DRP)	Please clarify that the BCP/DR assessment and readiness review is to be performed for which all locations mentioned in Page no 13 of the RFP. (a) Jabalpur (b) Gwalior (c) Indore (d) District & Sessions Courts of M.P. (50 locations).	The BCP/DR assessment and readiness review is to be performed for Jabalpur, Gwalior & Indore and Bhopal.

		and Business Continuity Plan (BCP) and associated processes for the existing infrastructure. Developing Cyber Security Roadmap: Based on the gaps identified in phase-1 audit, a roadmap will be developed to align the remedial measures to short, medium and long term activities.		
38.	NA	--	Request to clarify if the audits can be performed remotely due to ongoing COVID-19 pandemic in place.	The new clause updated in the pre-bid reply.
39.	Section 12.13	The Bidder needs to have a average annual turnover of Rs.1 Crore in IT security audit services in financial year 2017-18 , 2018-19 & 2019-20.	We would request the client to revise the given criteria as below: - The Bidder needs to have a average annual turnover of Rs.10 Crore in IT security audit services in financial year 2017-18 , 2018-19 & 2019-20.	No change.
40.	Section 12.14	Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 31/03/2020)	We would request the client to revise the given criteria as below : - Bidder should have executed at least ten contracts of similar nature in the last 5 years. (ended on 31/03/2020) order should be from GOVT, PSU Or Limited company Satisfactory certificate / completion certificate from customer shall be submitted.	No change. Please refer to clarification and tender document.

		order should be from GOVT, PSU Or Limited company Satisfactory certificate / completion certificate from customer shall be submitted.		
41.	Section 12.15	The bidder must have active empanelled by CERT-in (Government of India) “ Information Security Auditing Organization and CCA (Controller of Certifying Authorities) since last 5 years for carrying out IT security audit and same shall be valid till end of IT Security Audit (Copy of Certificate shall be attached)	We request the client to revise the given criteria as below : - The bidder must have active empanelled by CERT-in (Government of India) “ Information Security Auditing Organization since last 5 years for carrying out IT security audit and same shall be valid till end of IT Security Audit (Copy of Certificate shall be attached)	Yes changed that the bidder must have active empanelled by CERT-in (Government of India) “ Information Security Auditing Organization since last 5 years for carrying out IT security audit and same shall be valid till end of IT Security Audit (Copy of Certificate shall be attached).
42.	Section 12.16	The Bidder must have at least 3 Professionals on Payroll/ Partners with relevant industry recognized certifications e.g. CISA (Certified Information Systems Auditor) from international	We would request to revise the given criteria as below : - The Bidder must have at least 100 Professionals on Payroll/Partners with relevant industry recognized certifications e.g. CISA (Certified Information Systems Auditor) from international professional association focused on IT governance (ISACA) ,ISO 27001 LA, CISM (Certified Information Securities Manager) from ISACA, GSNA (GIAC Systems and Network Auditor), CISSP (Certified Information Systems Security Professional) from International Information Systems Security Certification Consortium,	No change, but the vendor to have ISO 27001 certification.

		professional association focused on IT governance (ISACA), CISM (Certified Information Securities Manager) from ISACA, GSNA (GIAC Systems and Network Auditor), CISSP (Certified Information Systems Security Professional) from International Information Systems Security Certification Consortium, commonly known as (ISC)2.	commonly known as (ISC)2.	
43.	NA	New Point	The RFP is silent on the limitation of liability of the bidder. The liability of the bidder should be limited to the extent of the fees paid to the bidder only and should not be unlimited.	Added in the clarifications.
44.	NA	New Point	Request the client to add additional eligibility criteria as below : - The bidder should be ISO 27001 LA certified.	Yes the bidder should be ISO 27001 certified.
45.	Evaluation Criteria	A. Detailed Experience of Firm - 20% B. Qualification & Competence of Key Professionals - 50% C. Approach, Methodology & Work Plan - 30%	Request the client to kindly indicate a threshold for measurement of criteria A and B by assigning marks.	No change.

46.	Point 4 Of Table on Page 2	EMD and Tender Fees The proposal should be Submitted along with only online application fee of Rs. 5,000/- (Rupees Five Thousand only) and Earnest Money Deposit (EMD) of Rs.2,00,000 /- (Rupees Two Lakh only) in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee shall be summarily rejected. The firms registered under NSIC and MSME are	As MSME & NSIC guidelines have been considered for the exemption of Tender Fees, we request you to kindly consider the same guidelines for the exemption of EMD submissions.	No change.
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		exempted for submission of tender fees only. But they have to enclose duly verified valid documents in the support of the bid and to submit the EMD as per the tender document.		
47.	Page 9	External Penetration Testing	Kindly provide the number of IPs for External Penetration Testing.	117.239.39.49 to 54 and 210.212.145.225 to 238
48.	Point 2 Page 14	The firm / vendor has to deploy the on-site auditors at Jabalpur location for the entire audit of application and infrastructure of JABALPUR, BHOPAL, GWALIOR and INDORE location.	Kindly confirm if the District Locations can also be audited from Jabalpur location as well or do we require to visit them all	Yes, the District Court locations can be audited from Jabalpur location.
49.	Jabalpur location : Application Audit: Page-13	Jabalpur location: Application Audit: (a) Vulnerability assessment of CIMS application with all of the modules hosted on this server like copying, RTI, AFR, DMS, ILR, VC etc. and	Kindly provide the details of application which are to be audited like Number of Input forms, number of input fields, number of login modules, content management System (CMS) if any etc. This is prerequisite for us to estimate our efforts.	Yes the numbers of applications/ software details are mentioned along with this pre-bid query. For (a and c):- There are approximately 2150 input forms and 10454 input fields. For (b):-

		<p>their backend databases, scripts etc.</p> <p>(b) Vulnerability assessment of Biometric attendance system (AADHAR based), backend databases, scripts etc.</p> <p>(c) Vulnerability assessment of PIS, HRMS, stock, complaint, application and their backend databases, scripts etc.</p> <p>(d) Vulnerability assessment of E-mail server, SMS gateway service, DNS server, Proxy Server, LDAP server etc.</p>		<p>There are approximately 30 input forms and 212 input fields. Each software module having one login module.</p>
50.	<p>Gwalior location : Application Audit: Page 13</p>	<p>(a) IT security audit of KOHA/E-granthalaya application etc.</p>	<p>Kindly provide the details of application which are to be audited like Number of Input forms, number of input fields, number of login modules, content management System (CMS) if any etc. This is prerequisite for us to estimate our efforts.</p>	<p>Yes the numbers of applications/ software details mentioned along with this pre-bid queries.</p> <p>There are approximately 238 input forms.</p>
51.	<p>Indore location : Applica</p>	<p>(a) IT security audit of KOHA/E-granthalaya</p>	<p>Kindly provide the details of application which are to be audited like Number of Input forms, number of input fields, number of login modules, content</p>	<p>Yes the number of applications/ software details</p>

	tion Audit: Page 14	application etc.	management System (CMS) if any etc. This is prerequisite for us to estimate our efforts.	mentioned along with this pre-bid queries. There are approximatel y 238 input forms.
52.	District & Sessio n Courts of M.P. (50 location s):- Applica tion Audit: Page 14	(a) IT security audit of CIS (Case Information System), copying, Talwana software and other periphery software applications	Kindly provide the details of application which are to be audited like Number of Input forms, number of input fields, number of login modules, content management System (CMS) if any etc. This is prerequisite for us to estimate our efforts.	Yes the number of applications/ software details are mentioned along with this pre-bid queries. Same software in each District Court. Each location has approximatel y 1255 input forms and about 2500 input fields.
53.	3.0 Scope of works: Page 9 - 17	Scope of works	Please confirm if rescan is also a part of scope of work	Yes, rescan is part of scope of work.
54.	Section 1 (1)	Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mpten ders.gov.in after paying tender fee of Rs.5,000/- and Processing Fee, as applicable. The tender document is also available in website http://www.	An option for making payment online was not found on the tender page on www.mptenders.gov.in. Please suggest how the payment has to be made online on the this website.	Kindly contact to team of MP tender portal and raise the issue before them. For any type of clarification bidders can / visit https://mpten ders.gov.in/. In case of any assistance please call Help desk numbers 0120- 4200462, 0120- 4001002. Support timings: Monday to

		mphc.gov.in for reference.		Saturday from 10:00 AM to 7:00 PM.
55.	Section 1 (2) and Clause 12	The Physical copy of the technical bid also be submitted at the address below latest by 29th Sept., 2020 before 5:00 P.M. (The submission of hardcopy of the tender document is made optional on account of COVID-19). Clause 12 - Document to be submitted along with offer (in physical submission as well as shall be scanned and placed on website along with the tender documents as a mandatory documents): -	As per the referenced section, submission of hardcopy is made optional. Since the COVID-19 pandemic has not been contained, request if we can submit our proposal online only.	Hardcopy submission is optional and online submission is mandatory.
56.	Clause 5	The criteria to be used in the evaluation of the technical bids would be an assessment of the following:-...	While the broad evaluation marks have been provided, Client is requested to provide a detailed evaluation criteria. The marks can be distributed as illustrated below: 1. Quantity, size and quality of past experience in delivering similar engagements (for example: 5 projects - 5 marks; 3 projects - marks & 2 or less projects - 0 marks) 2. Key personnel qualification, certification & relevant experience (for example: Marks for academic qualification as BCA/B.tech/ BE/ Mtech/ MCA - 5 marks); relevant	No change.

			certification (for example CISSP/CEH/ECSA/OSCP/OSCE/CISSP/CISA/CISM/LPT - 5 marks); work experience - (for example: 3+ years - 5 marks, 2+years - 3 marks, less than equal to 2 years - 0 marks) 3. Approach & Methodology (A&M) - (for example - A&M quality for application testing - 5 marks; A&M quality for Infrastructure Testing - 5 Marks etc.) ... and so on.	
57.	Clause 7	The successful bidder will be paid proportionally to the job as per details given below:-	Please share the complete duration of the project. Also, please share the number of assessment cycles that will be included in this duration.	Please refer to tender document and to this clarifications.
58.	Clause 12.1	Firm / vendor registration details and relevant certificates	Please clarify if submission of Certificate of Incorporation will suffice the requirement of this clause.	Yes, certification of incorporation will survive the purpose.
59.	Clause 12.2	The applicant should give their acceptance of all terms and conditions by signing each page of the documents	Please clarify if this requirement means that the bidder has to sign all pages of the proposal submitted by them or the tender document. Also, please clarify if it will suffice that a personnel authorized by the Company's Board Resolution signs the document?	Yes, the bidder has to seal and sign all documents including tender document before uploading of the bid.
60.	Clause 12.3	The proposal should be submitted along with online application fee of Rs.5,000/- (Rupees Five Thousand only) and Earnest Money Deposit (EMD) of Rs.2,00,000 /- (Rupees Two Lakh only) in the form of	Request if the mode of payment for EMD can be made by way of a Bank Guarantee. If this is acceptable, please share the beneficiary details for the Bank Guarantee.	No change, please refer to tender document.

		online mode through e-procurement tender portal www.mptenders.gov.in in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the minimum period of six month.		
61.	Clause 12.5	Experience Certificate issued by the Central Government / State Government / Reputed Private Organization/ Public Sector Organization.	Please clarify what is an Experience Certificate. As such there is no Experience Certificate provided by the Government agencies for professional services related to cyber security. In our experience, we engage with Clients (Central Government / State Government / Reputed Private Organization/ Public Sector Organization) over contracts/ work orders. Please suggest if this suffices the requirement of this clause.	The Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 31/03/2020) order should be from Central Government / State Government / Reputed Private Organization/ Public Sector Organization. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as documentary proof.
62.	Clause 12.9 Clause 12.10	The firm / vendor shall have the experience of at least three similar projects for the Government	In our experience, we engage with Clients (Central Government / State Government / Reputed Private Organization/ Public Sector Organization) over contracts/ work orders. Also, Clients usually do not provide a completion certificate. So, please let us know if a letter from a	The Bidder should have executed at least three contracts of similar nature in the last 5 years.

		Institutions / Semi Government / Private Sectors. A copy of the certificate shall have to be submitted that the work has been completed satisfactorily by the firm / vendor in the Department' s/ company's letter head. Necessary documentar y proof in support of all above mentioned criteria should be submitted as part of the Technical Document	personnel, duly authorized through the Company's Board Resolution, on company letter head can be provided to indicate completion of work.	(ended on 31/03/2020) order should be from Central Government / State Government / Reputed Private Organization/ Public Sector Organization. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as documentary proof.
63.	Clause 12.9	The Firm / vendor shall submit their detailed company profile having details of staff and infrastructure availability, Key personnel's etc. along with the physical submission so as to decide the Eligibility Criteria he experts are required to study this document and ensure	Please clarify the qualification requirements of key personnel for the scope work. We would recommend:- 1.B.E./ B.Tech./ BCA/ M.Tech./ MCA. 2. Certifications: at-least one out of - CEH/ ECSA/LPT/ OSCP/OSCE/ CISM / CISSP / CCSK or equivalent. 3. 3+ years of experience	Quote as per tender document.

		that they are eligible and have the expertise to undertake such work as specified in the Scope of Work which is not exhaustive.		
64.	Clause 12.13	The Bidder needs to have a average annual turnover of Rs.1 Crore in IT security audit services in financial year 2017-18 , 2018-19 & 2019-20.	Considering the complexity and nature of the scope of work, we suggest that the requirement be strengthened to average annual turnover of more than INR 10 crore from IT Security Audit Services. Also, please clarify if a letter in this regard from personnel authorized through the Company's Board Resolution/ statutory auditor will suffice this requirement	No change.
65.	Clause 12.14	Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 31/03/2020) order should be from GOVT, PSU Or Limited company Satisfactory certificate / completion certificate from customer shall be submitted.	In our experience, clients usually do not provide a completion certificate. So, please let us know if a letter from a personnel, duly authorized through the Company's Board Resolution, on company letter head can be provided to indicate completion of work.	Quote as per tender document.
66.	Clause 12.16	(Documentary evidence shall be attached – i.e appointment letter, latest pay slip ,	Appointment letter and latest payslips are considered private and confidential documents with respect to an individual. Request if a letter from the HR department confirming that the individuals are on the company payrolls will suffice this requirement.	Yes shall be acceptable.

		Partnership agreement, documents related to CISA, ISACA, GSNA, CISSP, ISC, CFP, CFA etc.)	Additionally, a copy of the professional certifications will also be provided to support this clause.	
67.	Clause 19.12	The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.	Please let us know if a letter from a personnel, duly authorized through the Company's Board Resolution, on company letter head can be provided as an authority letter. Consider the ongoing pandemic situation we request the online submission of documents.	Yes accepted.
68.	Schedule B	Format of Commercial Bid (Financial Bid)	Please provide details on post audit work/ re-auditing work regarding (1) How many reassessments will have to be performed? (2) When will these reassessments have to be performed?	Re-assessment shall be done till the removal of high risk and moderate risk issues.
69.	Pt. 5 at Pg. 2	RFP Procurement Cost/ Tender Fees	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	No change.
70.	No clause in RFP. Please include in pre-bid. Limitation of Liability	--	Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not	Yes added in clarifications.

			limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	
71.	No clause in RFP. Confidentiality Obligations	--	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	No change.
72.	No clause in RFP. Confidentiality Obligations	---	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or	Yes added.

			regulation or for regulatory and compliance (both internal and external) purposes.	
73.	No clause in RFP. Confidentiality Obligations.	--	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Yes added.
74.	No clause in RFP. Confidentiality Obligations		Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	Yes added.
75.	Pt. 11 at Pg. 21	Termination	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	No change.
76.	No clause in RFP.	Termination	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No change.
77.	Pt. 6.4 at Pg. 19 Pt. 10.1 at Pg. 21	Liquidated damages	We request client to cap the liquidated damages/ penalties cumulatively to 5% of the total contract value.	Yes changed to maximum 10 % of total contract value.
78.	No clause in RFP.	IPR	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement,	Yes changed/ added new point.

			Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
79.	Pt. 9 at Pg. 21	Damages assessed by the High Court of Madhya Pradesh, Jabalpur	We request you to make the damages assessment subject to final determination of court/arbitrator.	No change.
80.	Section 3.0, B Network Infrastructure Security Assessment and Penetration Testing	Random IT security audit of endpoints	We request the client to confirm if the audit of endpoints is to be done on sample basis or for the entire scope.	Yes 20 % audit of end point devices.
81.	Section 3.0, B Network Infrastructure Security Assessment and Penetration Testing	Application Audit	We understand the following applications need to covered. (1) CMIS (2) Biometric attendance system. (3) PIS, HRMS, Stock, Complaint. (4) KOHA/e-granthalaya application (Gwalior location, Indore location) (5) Case Information System (CIS), Copying, Talwana software. Please let us know if any other have to be done	Yes the number of applications/software details mentioned along with this pre-bid queries.
82.	Clause 3.0	Infrastructure related assessments (firewall, IDS/ IPS, server, endpoint,	We request the client to confirm if the audit of such infrastructure (firewall, IDS/ IPS, server, endpoint, hardware equipments) is to be done on sample basis or for the entire scope.	Yes 20 % audit of end point devices.

		hardware equipments)		
83.	Clause 3.0	Scope of Work - Software Application Security Audit	The scope of work for Software Application Security Audit will include security related assessment and will not include functional assessment of application. Please confirm if our understanding is correct.	Re-assessment shall be done till the removal of high risk and moderate risk issues.
84.	Clause 3.0	Security Awareness Session	The Client is requested to confirm if the sessions can be conducted virtually over Video Conferencing during the time of COVID-19 pandemic.	The training to be conducted centrally at Jabalpur by the expert of the company. The broadcast / live cast at 50 locations shall be done. The training duration shall be of 3 to 4 hours.
85.	Clause 3.0	The firm / vendor has to deploy the on-site auditors at Jabalpur location for the entire audit of application and infrastructure of JABALPUR, BHOPAL, GWALIOR and INDORE location. In case of any requirement, the Auditor may visit at other locations as per the requirement of the High Court.	During this time of the COVID 19 pandemic, it is recommended that the assessment be conducted remotely to the extent possible. The bidder may be summoned to the Client location in-case of extremely critical situations. Request you to let us know the feasibility of this.	The vendor has to deploy the expert manpower at Jabalpur only (if required the expert may visit the respective locations).
86.	Clause 12.8, 12.9, 12.14	The Firm / vendor must have experience of taken up	The Client is requested to confirm if the clauses 12.8, 12.9 and 12.14 are the same requirement as that of Clause 12.14. If not, request you to elaborate the requirements under	The Bidder should have executed at least three contracts of

		<p>such projects. The firm / vendor shall have the experience of at least three similar projects for the Government Institutions / Semi Government / Private Sectors. A copy of the certificate shall have to be submitted that the work has been completed satisfactorily by the firm / vendor in the Department's/ company's letter head.</p> <p>Bidder should have executed at least three contracts of similar nature in the last 5 years. (ended on 31/03/2020) order should be from GOVT, PSU Or Limited company Satisfactory certificate / completion certificate from customer shall be submitted.</p>	each clause therein.	<p>similar nature in the last 5 years. (ended on 31/03/2020) order should be from Central Government / State Government / Reputed Private Organization/ Public Sector Organization. Work order / contract agreement / Satisfactory certificate / completion certificate from customer shall be submitted as documentary proof.</p>
87.	Clause 12.16	The Bidder must have at least 3	Considering the complexity and nature of the scope of work, we suggest that the requirement be	No change.

		<p>Professionals on Payroll/Partners with relevant industry recognized certifications e.g. CISA (Certified Information Systems Auditor) from international professional association focused on IT governance (ISACA) , CISM (Certified Information Securities Manager) from ISACA, GSNA (GIAC Systems and Network Auditor), CISSP (Certified Information Systems Security Professional) from International Information Systems Security Certification Consortium, commonly known as (ISC)2. (Documentary evidence shall be attached – i.e. appointment letter, latest pay slip , Partnership agreement, documents related to</p>	<p>strengthened to at least 10 professionals.</p>	
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		CISA, ISACA, GSNA, CISSP, ISC, CFP, CFA etc.)		
88.	No referen ce	Contract	Request the Client to clarify that upon successful selection, what would be the legal entity the bidder will be entering into a contract with? Will it be the High Court of Madhya Pradesh?	Yes, the contract for execution of work is to be executed with High Court of Madhya Pradesh, Jabalpur.

Note:-

1. All the pages of the bids and Annexure's are to be sealed and signed by the authorized officer of the company / vendor.
2. The Registrar General, High Court of Madhya Pradesh has full rights to accept or reject any bid, without assigning any reason.
3. The above clarifications / addendum are for all the prospective bidders' for tender reference and necessary action.
4. On introduction of new levy / taxes / duties the rate / price of project shall be changed in same proportionate.
5. The online tender submission date be extended to 07th October, 2020 before 06:00 P.M.; hardcopy submission is to be made up to 08th October, 2020 before 05:00 P.M. ***(The submission of hardcopy of the tender document is made optional, till the period of COVID-19)*** and technical bid of the tender shall be opened on 09th October, 2020 at 11:00 A.M.
6. The decision of the High Court in selection / finalization of consultancy firm/ vendor shall be final and no objection in this regard shall be entertained.
7. All future clarification / corrigendum shall be made available in the official website of the High Court.

**Sd/-
REGISTRAR GENERAL**