

HIGH COURT OF MADHYA PRADESH, JABALPUR

No. Reg(IT)(SA)/2020/1060

Dated:19-08-2020



Bid Document for

Appointment of Consultancy Firm / Vendor for conduct of 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.

High Court of Madhya Pradesh, Jabalpur-482001

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HIGH COURT OF MADHYA PRADESH, JABALPUR

Name of work: - Request for proposal for Appointment of Consultancy Firm / Vendor for conduct of 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.

OPEN ADVERTISED TENDER

NO. REG (IT)(SA)/2020/1060, DATED:19-08-2020

S. No.	Particulars	Details
1.	Tender ID	No. Reg (IT) (SA) / 2020 / 1060
2.	Tender date	19-08-2020
3.	Availability of RFP	RFP can be downloaded from:- www.mphc.gov.in www.mptenders.gov.in
4.	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. <u>The firms registered under NSIC and MSME are 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.</u>
5.	Tender Fees	Rs.5,000/- (non refundable) online through portal.
6.	Performance Bank Guarantee (PBG)	Bank Guarantee as per the standard format valid for at least 12 months.
7.	Nodal Officer for correspondence and Clarification	SPSA (SA), High Court of Madhya Pradesh, Jabalpur.
8.	Date of Pre-Bid meeting	05th September, 2020 at 11:30 A.M. in the Conference Hall, South Block, High Court of M.P., Jabalpur. Note:-The pre-bid meeting is to be held on 05th September, 2020 at 11:30 A.M., if the vendors are unable to attend the pre-bid meeting (on account of transportation issues), then they may send the suggestion / query on following e-mail id:- regithcjb@mp.gov.in with a copy to mphc@nic.in by 04th September, 2020 without failure.
9.	Last date and time of	28th September, 2020 before 06:00 P.M.

	online submission of tender.	
10.	Last date and time of submission of hardcopy of tender.	29th September, 2020 before 05:00 P.M.
11.	Date and time of opening of the technical Bids	30th September, 2020 at 11:00 A.M.
12.	Date and time of opening of the financial bid at High Court of Madhya Pradesh, Jabalpur	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.

Note : - The bid to be submitted at Inward / Receipt Section of the High Court of M.P., Jabalpur (till the period of COVID-19, the submission of bid in hardcopy is made optional).

Section – I

NOTICE INVITING TENDER

No. Reg(IT)(SA)/2020/1060

Dated: 19-08-2020

The Registrar General, on behalf of High Court of Madhya Pradesh invites *e-tenders / online tenders* from experienced and reputed firms/organizations for Appointment of Consultancy Firm / Vendor for conduct of 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.

S. No.	Estimated Project Cost (in Rs.)	EMD (in Rs.)	Cost of Tender Document (in Rs.)	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy (optional)	Date and Time of Opening of Technical Bid (online/ hardcopy)
1.	25 Lakh	2 Lakh	5,000/-	28 th Sept., 2020 before 06:00 P.M.	29 th Sept., 2020 before 05:00 P.M.	30 th Sept., 2020 at 11:00 A.M.

- Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.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.mphc.gov.in> for reference.*
- Bidders can submit its tender online at www.mptenders.gov.in on or before the key dates given above. 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).***
- All further notifications/amendments, if any shall be posted on www.mptenders.gov.in and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.*
- The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**

All other terms and conditions for submission of tender are contained in this document. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for communication:

Registrar General,

High Court of Madhya Pradesh

Jabalpur (M.P.), Email: regithcjbpm@mp.gov.in, mphc@nic.in

Landline: 0761-2623358

TABLE OF CONTENTS		
Sr. No.	Description	Page
1.0	General Information	7
2.0	About the High Court	8
2.1	About the Territory	8
2.2	Aim & Objective	9
3.0	Scope of Work	9
4.0	Pre-bid meeting	17
5.0	Evaluation Criteria	18
6.0	Payment of Remuneration	19
7.0	Schedule of Payment	19
8.0	Addition and Alteration	20
9.0	Abandonment of work	20
10.0	Penalty Clause	21
11.0	Termination	21
12.0	Mandatory documents to be submitted	22
13.0	Professional fee	24
14.0	Standard of performance	24
15.0	Confidentiality	24
16.0	General	24
17.0	Force Majeure	25
18.0	Arbitration	25
19.0	Terms and Conditions for e-Tendering.	26
20.0	Annexure, PQ-1 and Affidavit	28-32
21.0	Schedule- B (Price Details)	33

1.0 GENERAL INFORMATION

1.	Name of Department/Organization	High Court of Madhya Pradesh, Jabalpur.
2.	Address for Submission of Bid Document	Inward/Receipt Section, High Court of Madhya Pradesh, Jabalpur (M.P.)
3.	Name of Project	Appointment of Consultancy Firm / Vendor for conduct of 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.
4.	Contact Details	O/o The Registrar General, High Court of Madhya Pradesh, Jabalpur. 0761-2623358. e-mail:- regithcjbpm@mp.gov.in , mphc@nic.in

2.0 About the High Court:-

2.1 About the Territory:- The present state of Madhya Pradesh, as is well known, was originally created as Central Province on 02/11/1861, as Judicial Commission's territory and was administered by the Judicial Commissioner. The Judicial Commissioner's court at Nagpur was, at that time, the highest Court of the territory. It was converted into a Governor's province in 1921, when it became entitled to a full-fledged High Court for administration of Justice. Financial & administrative difficulties however, resulted in denial of a High Court, for about 15 years, to the Central Provinces. Meanwhile Berar, a part of Nijam's state of Hyderebad, was transferred in 1933 to the Central Province, for administration. This gave the state its new name "Central Provinces & Berar". Thereafter, by virtue of Letters Patent dated 2nd of January 1936, issued under Section 108 of the Government of India Act, 1915, by King Emperor, George the Fifth, Nagpur High Court was established for Central Provinces & Berar. This Letters Patent where under the Nagpur High Court was constituted and invested with jurisdiction, continued in force even after the adoption of the constitution of India on 26th of January 1950 by virtue of Articles 225 & 372 thereof.

On 1st of November, 1956 the States Reorganization Act was enacted. The new state of Madhya Pradesh was constituted under S.9 thereof. Subsection (1) of Section 49 of the States Re-organization Act ordained that from the appointed day i.e., 1st of November, 1956, the High Court exercising jurisdiction, in relation to the existing state of Madhya Pradesh, i.e. Nagpur High Court, shall be deemed to be the High Court for the present state of Madhya Pradesh.

Thus Nagpur High Court was not abolished but by a legal fiction it became High Court for the new state of Madhya Pradesh with its seat at Jabalpur. Hon'ble the Chief Justice, vide order dated 1st of November 1956 constituted temporary benches of the High Court of Madhya Pradesh at Indore and Gwalior. Later, by a Presidential Notification Dt. 28th of November 1968, issued in the exercise of the powers conferred by the Subsection (2) of section 51 of the States Reorganization Act, 1956, permanent benches of the High Court of Madhya Pradesh at Indore and Gwalior were established. This state of affairs continued till 1st of November 2000, when the state of Chhattisgarh was carved of the existing state of Madhya Pradesh by virtue of

the provisions of the Madhya Pradesh Reorganization Act, 2000 and the High Court of Chhattisgarh was established for that state with its seat at Bilaspur. The High Court of Madhya Pradesh at Jabalpur then became High Court for the successor state of Madhya Pradesh.

2.2 Aim & Objective:

The aim is to select well qualified reputed firm/ vendor for conduct of 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.

3.0 Scope of works:

The main description of the work to be handled by the firm shall include as per details given below:-

A. SCOPE OF SERVICES:

Scope of services would cover the following:-

- Server Vulnerability assessment
 - All Port Scan
 - Patch and service pack level check
 - Backdoor checks
 - Unwanted services check
 - Default Configuration including antivirus configuration to be reviewed for all servers.
 - Misconfiguration
 - Telnet/SSH
 - Trust Relationship
 - Shared folder permission
- External Penetration Testing
 - Network Surveying
 - Port Scanning (List of all unwanted open ports which have to be closed)
 - Services Identification
 - System Identification
 - Vulnerability Research and Verification
 - Internet Application Testing
 - Router Testing

- Trusted Systems Testing
- Containment Measures Testing
- Password Cracking
- Denial of Service Testing
- Report Format & content
- Network Devices (Routers/Switches etc.)
 - Latest IOS
 - Check for configuration access
 - Verify access control lists
 - Check for unnecessary services
 - Check for unnecessary protocols
 - Audit logs
 - Log functions Viz. file location, integrity and confidentiality of logs, log analysis and log rotation
 - IPS signature
- Firewall Audit:
 - Check for default configuration of the Firewall
 - Response to various protocols like TCP, UDP, ICMP, etc.
 - List of open ports available for external users
 - Verify Rule sets for Admin access, → Lockdown rule, Internal user, External user, Web server access, Pop access to mail server, Access to ICQ connections
 - Audit of DMZ configuration
 - Log functions viz. file location, Integrity and → confidentiality of logs, Log analysis, and Log rotation
 - Change control – modification of rule base, up gradation of Checkpoint, etc.
 - Audit of Authentication mechanism (if used)
 - Audit of Encryption → method (if used)
 - Third party software used with Firewall for → additional services
 - Firewall failure mode – fail open or fail secure
 - Ease of recovery and backup of Firewall
 - List of IP's(External) allowed for access

- VPN access review, in terms of access given also.
- IDS / IPS Audit:
 - IDS/IPS Configuration and position in Topology of Real Secure engines
 - IDS/IPS Signatures
 - IDS/IPS Signature update frequency and method
 - IDS/IPS Alert Monitoring systems
 - Change management for IDS/IPS – modifications to configuration, use of X-press Update, etc., IDS logs analysis, storage, security, etc.
- Software Application Security Audit
 - o Parameter maintenance process and control implemented
 - o Review of changes management
 - o Review of incident management process
 - o Review of patch management process
 - o Review of access control over development, test and production instance
 - o Review of backup and recovery process
 - o Business continuity management and disaster recovery arrangements
 - o Default User(DB/Admin) status, and users to be locked.
 - o Authorization Group for customize report
 - o database configuration and access control
 - o Legacy oracle Apps risk and access review
- Server OS ,application, database , services& license compliance list
 - o Window Operating system
 - o Linux Operating system
 - o DMS Application.
 - o Antivirus software.
 - o Mobile Apps.
 - o APAR application.
 - o Video Conference application.
 - o Attendance application.

o Database which is being used by above application for log, data storage.

The vendor/ firm shall submit the detail audit report including , recommendation of risk analysis, risk mitigation guidelines as per standard & best practices for all the points mentioned under in the tender document.

B. Network Infrastructure Security Assessment and Penetration testing:- Perform security assessment of the network infrastructure focusing on network devices, servers and user machines portal using both automated tools and manual testing to verify vulnerabilities and weakness in the infrastructure.

- (1) Web Application assessment and penetration testing: Internal and external security assessment of web application (CMIS & others) and testing using both automated tools and manual testing to verify vulnerabilities and weakness in the application.
- (2) Review of Network devices: Perform review and analysis of configuration of routers, switches, firewall etc using both automated tools and manual testing to harden the configuration and ensuring no security loopholes exist.
- (3) BCP/DRP assessment and readiness review: Review the existing Disaster Recovery Plan (DRP) and Business Continuity Plan (BCP) and associated processes for the existing infrastructure.
- (4) 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*.
- (5) Security Awareness Session: Cyber security awareness training should be provided to users covering security aspects across the following areas.
 - (a) Information Security Policy
 - (b) Security Incident Reporting
 - (c) Information Security Model
 - (d) Compliance
 - (e) Password Management
 - (f) Physical Security
 - (g) Protection of System and Network

- (h) Internet and E-mail Security
- (i) Social engineering and phishing.

The scope of work is distributed as per location of application/infrastructure. There are total of 4 locations (a) Jabalpur (b) Gwalior and (c) Indore (d) District & Session Courts of M.P. (50 locations).

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 their backend databases, scripts etc.
- (b) Vulnerability assessment of Biometric attendance system (AADHAR based), backend databases, scripts etc.
- (c) Vulnerability assessment of PIS, HRMS, stock, complaint, application and their backend databases, scripts etc..
- (d) Vulnerability assessment of E-mail server, SMS gateway service, DNS server, Proxy Server, LDAP server etc.

Infrastructure Audit:-

- (a) Vulnerability assessment of all of the physical servers (total of 27) hosted at server room of High Court of M.P. Jabalpur.
- (b) Vulnerability assessment of storage server (2 numbers of NAS and one number of SAN).
- (c) IT Security audit of firewall (2 in failover mode) and network switches (14) installed in server room of High Court of M.P. Jabalpur.
- (d) Network Vulnerability assessment (black box and white box) of network of High court of M.P. Jabalpur.
- (e) Oracle Exadata server (2 number of application and 3 number of storage servers).
- (f) Random IT security audit of End point devices such as desktop computers (approximately 700), network switches/routers, network printers, wireless access points, display boards, Kiosk machines etc.

Gwalior location:-

Application Audit:

- (a) IT security audit of KOHA/E-granthalaya application etc.

Infrastructure Audit:

- (a) Random IT security audit of end point devices such as desktop computers (approximately 260), network printers, network switches/routers, wireless access points, display boards, Kiosk machines etc.

Indore location:-

Application Audit:

- (a) IT security audit of KOHA/E-granthalaya application etc.

Infrastructure Audit:

- (a) Random IT security audit of end point devices such as desktop computers (approximately 311), network printers, network switches/routers, wireless access points, display boards, Kiosk machines etc.

District & Session Courts of M.P. (50 locations):-

Application Audit:

- (a) IT security audit of CIS (Case Information System), copying, Talwana software and other periphery software applications.

Infrastructure Audit:

- (a) Random IT security audit of end point devices such as desktop computers, network printers, network switches/routers, wireless access points, display boards, Kiosk machines etc. The approximate details of hardware equipments available in each district and session courts is enclosed for reference.

Note:-

1. The firm / vendor organization has to conduct the IT Security Audit as per the guidelines of CERT-IN (latest version).
2. 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.
3. The firm should be well qualified such as CISA/CISSP/BS 7799 Lead Assessor/ISA/CFA or any other formal security auditor qualification.
4. The firm / vendor must only deploy the manpower with

background verification check done from suitable Law Enforcement Agency.

5. The final scope of work and terms and condition may vary and will be decided after discussion with firm / vendor.

Sr No.	District Name	Number of Server in use	Number of manageable switches and Router	Number of Network Printer (Wired/ Wifi)	Number of other Network devices such as wifi access point/broadband and modem etc	Approx. Number of computer	Number of Kiosk	Number of Display Board	Number of Desktop based VC
1	Alirajpur	2	9switches+2router	14laserjet+6 kyocera MFP=20	1 Swan RF	63	2	11	4
2	Anuppur	2	8	33	1 Broad Band, 1 SWAN RF	56	2	9	7
3	Ashoknagar	1	7 switches & 3 Router	33 laserjet+13 kyocera MFP=46	1Broadband	67	2	12 LG + 5 Samsung	12
4	Balaghat	2	9	34	2	132	2	17	8
5	Barwani	2	13	47	1 SWAN RF	89	2	8	8
6	Betul	2	9 Switches, 2 Router	47 laserjet+20 Kyocera MFP=67	1 Swan RF , 1 Broadband	99	2	17	13
7	Bhind	2	4 switches and 1 Router	19	1 broadband	120	2	19	13
8	Bhopal	5	34	130	1.broadband Modem	533	3	61	49
9	Burhanpur	2	7 Switches + 2 Router	12 Kyocera + 1 Canon+ 11 HP m202+08 HP1606=32	1 Broad Band, 1 SWAN RF	District 86 +Family 10=96	3	11LG +5Samsung	8 DC +1 FC=9
10	Chhatarpur	2	12switches=2 router	34	1 broadband rf swan connection	128	2	16	12dc+ 1family court
11	Chhindwara	3	23 switches =2 router	30 Kyocera + 62 Canon+ HP m202+28 HP1606=10	1+1 (Family +DC) broadband rf swan connection	245(Including Distributing Taluka)	2+1 Family Court	18+1 Family Court	15dc+ 1family court
12	Damoh	4	15 Switches & 2 Router	47 Laser jet & 22 Kyocera & 5 MFP = 74	2	150	2	15 Individual & 5 Comm on = 20	14
13	Datia	3	19 SWITCH +2 ROUTER	12 KYOCERA +42 LASERJET = 54	1 SWAN RF	104	2	18	9
14	Dewas	2	14	70	1	147	2	20	14
15	Dhar	2	6 SWITCH 4 ROUTER	65	1	115	2	16	13
16	Dindori	2	14	20	1	60	3	14	6
17	Guna	2	13 switches & 4	100	1	150	2	13	12

			Router						
18	Gwalior	6	25	129	01 (Broadband)	466	4	60	40
19	Harda	2	16 Switches & 4 Routers	23 laser printer & 14 Kyocera MFP=37	01 Broadband (DJ Court)	75	2	14(Dis play 32")+ 5 (Displ ay 48")	10
20	Hoshanga bad	2	10 switches 4 router	42 laser jet +25 kyocera MFP=67	1(Broadband)	100	2	10(ind ividual court) +5(co mmon)	10
21	Indore	3	47 Switches & 4Routers	253 (86 MFP Kyocera Machine)	1 Broadband Wifi Modem and 3 Media Convertors	633	7	65(Ind ividual Court Cause List Displa y TVs) + 11 (Com mon Cause List Displa y TVs)	48
22	Jabalpur	4	100	220	1	608	6	79	55
23	Jhabua	2	3 Router + 9 switch	24 Jaserjet+11 kyocera MFP=35	1 SWAN RF	95	2	14	9
24	Katni	2	1 Router + 11switch	50	1	202	2	24	22
25	Khandwa	3	3 Router & 17 SWITCH (24 PORT=1 4 + 8 PORT=3)	51 (laser jet) + 25 (KYOCERA MFP) = 76	1	175	2	18 (comp lete unit - thin client and extra monit or & TV) + 5 (only TV)= 23	14
26	Mandlesh war	2	4 router + 5 Switch	26 laser + 11 MFP	1	60	2	6	7
27	Mandla	3	8 Switch + 2 Routers	41 Laser + 12 MFP	0	90	2	12 LG + 5 Sams ung	12
28	Mandsaur	2	3 Router & 11 SWITCH (24 PORT=1 0 + 8 PORT=1)	38 (laser jet) + 17 (KYOCERA MFP) = 55	0	147	2	14	15
29	Morena	2	9	18+31(hp)+25(canon)=98 (Including Kyocera Photocopy)	1	176	2	18	13

30	Narsinghpur	3	15	26 HP + 32 (Canon) + 16 (Kyocera) = 74	1) One Broadband	150	3	15	12
31	Neemuch	2	8 SWITCHES & 3 ROUTER	57 + 18 photocopy machine	1 Broadband	83	2	11	13
32	Panna	2	0	37 (Including Kyocera Photocopy)	2	71	3	11	11
33	Raisen	2	7	50 (Including Kyocera Photocopy)	1	70	2	9	13
34	Rajgarh	2	15 switch & 2 router	41(Including Kyocera Photocopy)	1	120	2	15	7
35	Ratlam	2	14	51 (Including Kyocera Photocopy)	1 SWAN, 1 MPLS, 1 DOJ	151	2	21	15
36	Rewa	2	21	103	1	266	2	31	25
37	Sagar	3	23	107	0	235	2	33	24
38	Satna	3	15	95	0	180	2	27	16
39	Sehore	2	9 switch and 2 router	HP 40 + CANON 21 + KYOCERA 16 = 77	RF SWAN = 1	75	3	14	9
40	Seoni	2	12	39	0	122	2	12	12
41	Shahdol	2	8 Switch and 2 router	55 (Including Kyocera machine)	2 modem +1 wifi device	100	2	10	10
42	shajapur	2	11	32	1	80	2	16	12
43	Sheopur	2	8 switch & 4 router	46(Including Multifunctional machine)	1	79	2	10	6
44	Shivpuri	2	15 Switch + 04 Router	50 (Including Kyocer MFP)	2 (01 BB + 1 RF)	165	3	15	12
45	Sidhi	2	17 switch & 3 router	17	3	84	3	15	11
46	Singrouli	2	09 Switch & 2 router	55 (Including Kyocera MFP)	2	92	2	11	8
47	Tikamgarh	3	13 switch & 3 router	51(Including Multifunctional machine)	1	139	2	15	14
48	Ujjain	3	33 Switches	74	1		2	28	20
49	Umaria	2	9	35	3	96	2	17	7
50	Vidisha	3	14	46	4	129	2	21	10

4.0 Prebid Meeting

4.1 A pre-bid meeting (PBM) shall be held as per schedule date and time.

4.2 In this PBM, High Court would address the clarifications sought by the bidders with regard to the e- tender document.

4.3 The bidders would be required to submit their queries to the High Court in writing **04th September, 2020** on email-ID :- regithcibp@mp.gov.in

- 4.4** Queries not submitted within this deadline will not be taken up at the PBM.
- 4.5** The prospective Bidders may attend the PBM, even if they do not have any specific queries. No clarifications to any query after the PBM shall be entertained.
- 4.6** The High Court of Madhya Pradesh, Jabalpur reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be appropriate to do so or do not find any merit in it.
- 4.7** Nothing in this clause above shall be taken or read as compelling or requiring High Court to respond to any question or to provide any clarification.

5.0 Evaluation criteria

The criteria to be used in the evaluation of the technical bids would be an assessment of the following:-

SR. NO	BOARD PARAMETERS	% MARKS
A	Detailed Experience of firm.	20 %
B	Qualification & Competence of Key Professionals.	50 %
C	Approach, Methodology & Work Plan.	30 %
	Total Marks	100 %

Bids scoring more than 70% marks will qualify for the next stage: i.e. opening of the Financial Bid. Financial proposal of only such bidders will be opened which obtains minimum qualifying marks/standards of 70 % prescribed for the technical proposal. Evaluators of technical proposal shall not have access to the financial proposal until the technical evaluation is concluded.

The financial bids of only those agencies shall be opened whose technical evaluation meets the minimum qualifying benchmark. The Financial bids of other agencies that do not secure the minimum qualifying marks shall be returned unopened.

The lowest financial proposal (FM) shall be given a financial score (SF) of 100 points. The financial score (SF) of the Financial Proposals will be determined using the following formula:

[SF=100 X FM/F, in which SF is the financial score, FM is the lowest price, and F is the price of the proposal in Rupees under consideration]

Proposals will be ranked according to their combined technical (ST) and financial (SF) scores using the weights (T=the weight given to the Technical Proposal; P=the weight given to the Financial Proposal; T+P=1). **The weights given to the technical and financial proposals will be T=0.70, and P=0.30.**

The total combined score shall be calculated using the following formula;

$$S = ST \times T + SF \times P$$

6.0 Payment of Remuneration.

- 6.1 The High Court of Madhya Pradesh, Jabalpur shall pay the fees to the firm / vendor for the professional services that they will render to the High Court of M.P.
- 6.2 The firm shall be inclusive of the foreseen or unforeseen expenditure on outstation visit of the firm / vendor for the work/ project related purposes.
- 6.3 The Firm / vendor shall have to make all arrangements for any other facilities required by his staff at his own cost.
- 6.4 The compensations of **Rs.5,000/-** 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/project, 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.

7.0 SCHEDULE OF PAYMENT.

The successful bidder will be paid proportionally to the job as per details given below:-

S. No.	Description of work	Amount
1	On submission of Draft Report (Within three months from date of issue of LOI)	30 % of total cost of the work
2	On submission of Final Report (Within Four months from date of issue of LOI)	50 % of total cost of the work
3	After 180 days of Final Report. (from the date of acceptance of final report)	20 % of total cost of the work

The consultancy fees shall be quoted in rupees inclusive of all taxes, TDS, duties, levies, rentals, allowances, entry fees and other overheads called by any other name whatsoever, as applicable on the date of submission. The High Court of Madhya Pradesh, Jabalpur, shall not be liable to reimburse any expenditure arising out of Breach of Law, Rules and Regulations for the time being in force.

8.0 Addition and Alteration:-

8.1 The High Court of Madhya Pradesh, Jabalpur shall have the right to request in writing for adopting the changes, additions, modifications or deletions in the report of any part of the work and to request in writing for executing the additional work in connection therewith and the firm / vendor shall abide by complying these request. 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 reports no amount will be payable.

8.2 If it is established later on, on the call of tender that, the acceptable tender is not within the amount sanctioned, then the firm / vendor shall if so desired by the High Court of Madhya Pradesh, Jabalpur shall take steps to carry out the necessary modifications in the audit report to witness that, the tendered cost does not exceed the corresponding provision in the Preliminary estimate by more than 20%. The firm / vendor shall not be paid anything extra for such modification and changes/ alteration.

9.0 Abandonment of work.

If the Firm / vendor abandon the work for any reason whatsoever or becomes incapacitated from acting as Firm / vendor for aforesaid job, then the High Court of Madhya Pradesh, Jabalpur, shall make full use of all or any of the audit report prepared by the Firm / vendor. In such a veering state, the Firm / vendor shall be liable to pay the damages as

may be assessed by the High Court of Madhya Pradesh, Jabalpur. Provided that, in the event of the termination of the agreement under serving the proper notice as provided in the clause hereinafter, the Firm / vendor shall be entitled to avail entire fees for the services he has rendered and liable to refund any excess payment made to him over and above, which is due to him in accordance with the terms of this agreement till the date of termination of the agreement.

10.0 Penalty clause:-

- (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.
- (ii) If the Firm / vendor abandons the work for any reason whatsoever or becomes incapacitated from acting as Firm / vendor for aforesaid job, then the High Court of Madhya Pradesh, Jabalpur shall make full use of all or any of the report prepared by the Firm / vendor. In such a veering state, the Firm / vendor shall be liable to pay the damages as may be assessed by the High Court of Madhya Pradesh, Jabalpur Provided that, in the event of the termination of the agreement under serving the proper notice as provided in the clause hereinafter, the Firm / vendor shall be entitled to avail entire fees for the services he has rendered and liable to refund any excess payment made to him over and above, which is due to him in accordance with the terms of this agreement till the date of termination of the agreement.

11.0 Termination:-

That the agreement shall be terminated at any point of time by High Court of Madhya Pradesh, Jabalpur by giving one month's notice to the Firm / vendor and in the event of such termination, the Firm / vendor shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to the firm over and above what is due in terms of the agreement on the date of termination and the High Court of Madhya Pradesh, Jabalpur may fully utilize all or any of the

reports prepared by the Firm / vendor. The determination of entitle fees shall be as determined by the High Court of Madhya Pradesh, Jabalpur which will be final & binding as the firm / vendor.

12.0 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):-

- 12.1 Firm / vendor registration details and relevant certificates.
- 12.2 The applicant should give their acceptance of all terms and conditions by signing each page of the documents.
- 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 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.
- 12.4 The Bid submitted without EMD and/or the application fee shall be summarily rejected. ***The firms registered under NSIC and MSME are 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.***
- 12.5 Experience Certificate issued by the Central Government / State Government / Reputed Private Organization/ Public Sector Organization.
- 12.6 PAN Card detail.
- 12.7 GST Registration issued by respective Authority.
- 12.8 The Firm / vendor must have experience of taken up such projects.
- 12.9 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.
- 12.10 Necessary documentary proof in support of all above mentioned criteria should be submitted as part of the Technical Document.
- 12.11 The firm must have proper established office with staff on their rolls with facility of computer-aided backup. The firm should have a proper office infrastructural set up.

- 12.12 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 that they are eligible and have the expertise to undertake such work as specified in the Scope of Work which is not exhaustive.
- 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.
- 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.*
- 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)
- 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 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 CISA, ISACA, GSNA, CISSP, ISC, CFP, CFA etc.)
- 12.17 Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Central Government or Government of Madhya Pradesh or any of the PSU. Certificate mentioning that the Bidder is not blacklisted by Central Government or Government of Madhya Pradesh or any of the PSU due to engagement in any corrupt and fraudulent practices.

13.0 Professional fee:-

13.1 The applicant shall quote professional fee as per “Schedule – B”.

14.0 Standards of Performance:-

The vendor / firm shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The vendor / firm shall always act in respect of any matter relating to this contract as faithful and loyal advisor to High Court of Madhya Pradesh. It shall always support and safeguard the legitimate interests of High Court in any dealings with the third party. The vendor / firm shall abide by all the provisions/Acts/Rules etc. of High Court.

15.0 CONFIDENTIALITY:-

The vendor / firm cannot, without agreement of High Court, disclose nor enable third parties to benefit from the data/documents/information drawn up in the course of his obligations under the Contract / Bid Document or information received from High Court. Further, vendor / firm is not allowed to publish copy or transmit to third parties the data/documents/information that are transmitted/ accessed during carrying the audit or provided by High Court. The High Court retains the right to claim damages from the vendor / firm in the case where these data/documents/information have been used without such written consent.

16.0 General:-

16.1 The firm / vendor shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any by him and also ensure that the work is carried out entirely in accordance meeting out requirement of the High Court.

16.2 The successful vendor / firm, on allotment of work shall execute an agreement on non judicial stamp paper worth of Rs.500/- (Rs. Five Hundred Only).

16.3 The stamp duty payable under the law in respect of the agreement and other incidental charges shall be borne by the firm / vendor

16.4 The location of the proposed work is required to be inspected by the firm / vendor before offering the rate.

- 16.5 The tender/bid documents, (except financial bid) shall be submitted in sealed cover to Inward/ Receipt Section of the High Court of M.P, Jabalpur (M.P.).
- 16.6 The bidder shall have to submit EMD for an amount of Rs. **2,00,000/- (Rupees Two Lakh Only)**.
- 16.7 The intending applicant shall have to submit the online cost of tender document Rs.5,000/- through portal.
- 16.8 All bidders are to compulsory quote the ***price/cost of consultancy in absolute figure***. No percentage shall be accepted. The percentage basis bid will be straight way rejected and the agency shall be disqualified. The fees quoted shall be inclusive of all taxes etc. ***The conditional tenders shall be summarily rejected.***

17. Force Majeure:-

- 17.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, Acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- 17.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

18.Arbitration:-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure

thereof, the same shall be referred to the Registrar General, High Court of Madhya Pradesh or his nominee. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. and the decision of the Arbitrator shall be final and binding on the parties. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "***The Arbitration and Conciliation Act, 1996***".

19. Terms and Conditions for e-Tendering:-

- 19.1 For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website <https://mptenders.gov.in/>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 19.2 Tender documents can be purchased *only online* on payment of tender fees and downloaded from website <https://mptenders.gov.in/> by making online payment for the tender document fee.
- 19.3 Service and gateway charges shall be borne by the bidders.
- 19.4 Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 19.5 For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 19.6 If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 19.7 Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 19.8 Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>
- 19.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- 19.10 For any type of clarification bidders can / visit <https://mptenders.gov.in/> . In case of any assistance please call Help

desk numbers 0120-4200462, 0120-4001002. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.

19.11 Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.

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.

19.13 **The firms registered under NSIC and MSME are 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.**

On Bidder's Letter Head
D E C L A R A T I O N

DATE:.....

To,
The Registrar General,
High Court of Madhya Pradesh,
Jabalpur.

Dear sir,

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 black listed by the Central Govt. OR any State Govt. OR its undertaking.

I / we here by further declare that, if the above declaration is found untrue, High Court shall be entitled to take any action against us severally and / or individually or our firm / company in this regard in any manner as may be deemed fit by High Court.

Thanking you,

Yours faithfully,

Name, Siganture & stamp of the Bidder.

Eligibility Criteria

Sr.	Particulars	Details
1	Average Annual turnover of Rs.1 Crore in IT security audit services	Rs..... for the year 2017-18 Rs. for the year 2018-19 Rs..... for the year 2019-20
2	Bidder should have executed at least three contracts of similar nature in the last 5 years order should be from GOVT, PSU Or Limited company	
3	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.	
4	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.	
5	Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Central Government or Government of Madhya Pradesh or any of the PSU. Certificate mentioning that the Bidder is not blacklisted by Central Government or Government of Madhya Pradesh or any of the PSU due to engagement in any corrupt and fraudulent practices.	Blacklisted. / Not Blacklisted

Annexure C

Details of Bidder

S.No.	Particulars	Details
1	Name of Company	
2	Name of Contact Person	
3	Mobile Number of Contact Person	
4	E mail address of Contact Person	
5	Address for Correspondence with Land Line Number	
6	PF Number	
7	PAN Number	
8	GST number	
9	SAC/HSN Code under GST of Auditor	
10	Total employees	

Form: PQ-1

BIDDER'S ANNUAL TURNOVER

_____ (Location)
_____ (Date)

From (Name & Address of the Auditor)

To

The Registrar General,
High Court of Madhya Pradesh,
Jabalpur

Ref.: _____

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. _____ (name of the bidder) is not less than Rs. **01 Crore** during the last three financial years.

SI No.	Firm	Year 17-18	Year 18-19	Year 19-20
		Amount	Amount	Amount
1.				

Yours Sincerely,

(Signature of Authorized Auditor)

Name of the Authorized Auditor:

Seal:

(FORMAT FOR AFFIDAVIT)

(On Non-Judicial Stamp Paper of RS 100/-)

A F F I D A V I T

UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS

I, _____, Partner/Legal Attorney/Accredited Representative of M/s. _____ solemnly declare that :-

i) We are submitting Tender for the work _____ against Tender No. _____

ii) None of the Partners of our firm is relative of employee of _____ (Name of the Company)

iii) All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

iv) All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

v) If any information and document submitted is found to be false/incorrect at any time, the High Cour may cancel my Tender and take action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our firm and all partners of the firm etc.

SIGNATURE OF THE AUTGORIZED PERSON

WITH SEAL.

Dated

Schedule- B

Format of Commercial Bid (Financial Bid)

(Fill online)

1. Bidder's Name :
2. Bidder's Complete Address :
3. Bidder's Complete Company Name :
4. Bidder's Proposal Number :
5. Bidder's Proposal Date :
6. Bidder's Proposal Validity Period :
7. Bidder's Phone number :
8. Bidder's E-Mail :

Sr. No	Work	Lump sum Fix Firm Price in INR	Taxes	Total Amount in Rupees
1.	To conduct 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			
2.	Consultant to be appointed for post audit work/ re-auditing work.			
TOTAL in INR				

Total bid value :