



## Madhya Pradesh Public Service Commission

Residency Area, Indore (M.P.) 452001

22 APR 2017

1273  
Vigyapti No...../IT/2016

Indore, Dated 22/04/2017

### Corrigendum Notice

This is to inform all that following amendment/changes has been done after pre bid meeting held on 18/04/2017 in RFP Title - MPPSC Invites Bids for Digital/Cyber Forensic/Data Tempering Analysis of Examination Data. Vigyapti Number: 181/IT/2017 Dated: 10/04/2017

Secretary

### Amendments

S.No	RFP Clause	Proposed by bidders	Existing Description	To be read as,
1	Page 43 – Clause 2 - Scope of work point 1.2 and 1.3	The authorized Agency (SPA) needs to <b>audit report</b> whole examination data and shared factual observations	Certify	Verify/ Audit
2	Page 45 – Clause 7.1 PENALTY Point a. If data gets leaked:	a. If it is established/Prove that SPA has leaked the data	If data gets leaked: A penalty of Rs. 5 Lakhs along with the expense of conduct of re-examination to be incurred thereafter, will be recovered from SPA for such breach of confidentiality.	If data gets leaked and found evidence that SPA has leaked the data: A penalty of Rs. 5 Lakhs along with the expense of conduct of re-examination to be incurred thereafter, will be recovered from SPA for such breach of confidentiality.

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## Other Queries

Sr. No.	Clause as per RFP document	Proposed by bidders	Justification	Reply from Commission
1	Page 10 – 1.3.9 Qualification criteria  Documentary evidence in the form of contract and completion of job with satisfaction certificate of client must be enclosed.	Documentary evidence in the form of contract and completion of job with satisfaction certificate of client must be enclosed. In case the bidder does not share the Client name they may be asked once shortlisted	Client names are confidential and agencies are bound by the confidentiality clauses in the contract. Agencies cannot share the name unless specific approvals are available from the Client.	No Change
2	Page 43 – 3 The SPA will provide:  3.1 Hardware, software, networking at the head quarter as per requirement. 3.2 Technically qualified, experienced, adequate manpower at headquarter level to upgrade, manage and maintain the software in the entire data processing wherever and whenever required due to change in the process logic of MPPSC examination rules and provisions. The man power will also be responsible to debug any unforeseen problem. 3.3 Impart training for staff of Examination Section and officials of MPPSC to handle the entire data processing procedure.	For the performance of the scope, SPA should arrange its own:  3.1 Hardware, software, networking at the head quarter.  3.2 All technically qualified, experienced, adequate manpower at headquarter level  3.3 Impart training for staff of Examination Section to handle the entire data processing procedure	We cannot request SPA to upgrade, manage and maintain the examination software. Also impart training to officials of MPPSC.	No change
5	Page 44 – Penalty If the original data has been manipulated/ tampered or changed or any malafide or any malpractice found:	If it is established that SPA has manipulated/tampered or changed the original data or any malafide or any malpractice found:	Open ended and open to interpretation	** All the penalty will be decided by commission only.
6	Page 44 – Penalty If entire reports gets calculated out of scope	If SPA report does not cover the scope of work. The report format would be shared by MPPSC before the start of the project.	Open ended and open to interpretation Report format will not be provided by the MPPSC	** All the penalty will be decided by commission only.

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Sr. No.	Clause as per RFP document	Proposed by bidders	Justification	Reply from Commission
7	Page 44 – Penalty If after receiving the data from MPPSC, SPA fails to prepare reports within 15 days as per this agreement	If after receiving the data from MPPSC, SPA fails to prepare reports within 15 days as per this agreement and it is established that the delay was due to SPA	Open ended and open to interpretation	** All the penalty will be decided by commission only.
8	Page 44 – Penalty If the agency has not perform as per the requirement or in case agency fails to proof the certificate in court of law a penalty of Rs. 10 lakhs will be imposed	In case agency fails to proof the certificate/verification in court of law a penalty of Rs. 10 lakhs will be imposed. The total cap of all the penalties would not exceed 10% of the contract value for the stated examination on which penalty is applied.	Open ended and open to interpretation	** All the penalty will be decided by commission only.
9	Page 10 - 1.3.8 The bidder should have average minimum annual turnover of Rs. 3 Crore in IT related activities or Rs. 1 Crore only in Digital Forensic and Cyber Forensic in last 3 financial years (13-14, 14-15 & 15-16).	The bidder should have average minimum annual turnover of Rs. 3 Crore in IT related activities or Rs. 2 Crore only in Digital Forensic and Cyber Forensic in last 3 financial years (13-14, 14-15 & 15-16).	One crore from digital / cyber forensic would be very less and the firm matching this criteria might have high attrition and also the quality of deliverable might suffer.	No change
10	Page 23 – 3.6.6	The bidder should have minimum 2 certified experts. >= 10 certified experts (EnCE) (10 marks) >= 5 certified experts (EnCE) (5 marks) >= 2 certified experts (EnCE) (2 marks)	The requirement of the exercise is to have a reliable report which gives confidence to the citizens or court of law. Since the work steps involve cloning/imaging of the server and also preservation of the evidence identified from the image, it is imperative to have a certified professional perform the task. Since EnCE is the world's best known (including India) certification for this specific purpose we are proposing the same.	No change
11	Page 23 – 3.6.6 The bidder should have Average Annual Turnover of last 3 years in India (13-14, 14- 15 & 15-16) from business.  In case of IT related activities >= 10 Cr. (10 marks) >=7 Cr. (7 marks)	In case of IT related activities >= 20 Cr. (10 marks) >=10 Cr. (7 marks) >=5 Cr. (5 marks)  In case of only Digital/Cyber Forensic and/or Data Tempering Analysis related projects:	One crore from digital / cyber forensic would be very less and the firm matching this criteria might have high attrition and also the quality of deliverable might suffer. Higher the upper limit will ensure that specialised companies also get a fair chance.	No change


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Sr. No.	Clause as per RFP document	Proposed by bidders	Justification	Reply from Commission
	>=5 Cr. (5 marks)  In case of only Digital/Cyber Forensic and/or Data Tempering Analysis related projects: >= 3 Cr. (10 marks) >=2 Cr. (7 marks) >=1 Cr. (5 marks)	>= 8 Cr. (10 marks) >=4 Cr. (7 marks) >=2 Cr. (5 marks)		
12	Page 23 – 3.6.6 The bidder should have a team of at-least 10 technical experts. >= 30 Technical Expert/ Forensic experts (20 marks) >= 20 Technical Expert/ Forensic experts (15 marks) >= 10 Technical Expert/ Forensic experts (10 marks)	The bidder should have a team of at-least 10 technical experts. >= 60 Technical Expert/ Forensic experts (20 marks) >= 30 Technical Expert/ Forensic experts (15 marks) >= 10 Technical Expert/ Forensic experts (10 marks)	Less number of personnel with the company might have an impact on the availability of the personnel at required time.	No change
13	Page 23 – 3.6.6 – Note 1 Selection Committee will assign points to the bidders as per criteria mentioned above. The Passing score in stage 2 is 30 out of total 60 (Sixty) Marks in the above mentioned criteria.	Selection Committee will assign points to the bidders as per criteria mentioned above. The Passing score in stage 2 is 35 out of total 70 (Seventy) Marks in the above mentioned criteria.	Due to the addition of the marks for forensic certification (refer query no. 10) the total marks and minimum passing marks need to be updated.	No change
14	Page 24 – 3.8 Stage IV Commercial Proposal Evaluation	New clause to be added:  3.8.2 1. The final score will be calculated through Quality and Cost selection method based with the following weight-age: Technical: 80% Commercial: 20% 2. Final Score = (0.80* Technical Score) + (0.20* Normalized Commercial Score) The bidder with the highest Final Score shall be treated as the Successful bidder. 3. In the event the Final scores are 'tied', the bidder securing the highest technical score will	Since quality is of utmost importance in this project, it is recommended to adopt QCBS method of evaluation, as it is widely used by Government of India and many states. This method ensures that the highest technically ranked consultant is invited for commercial negotiations.	No change

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Sr. No.	Clause as per RFP document	Proposed by bidders	Justification	Reply from Commission
		be adjudicated as the Best Value Bidder for award of the Project.		
15	<p><i>Page 9 – 1.3.4</i></p> <p>The bidders should in the last 3 (three) years have neither punished or failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.</p> <p><i>Page 56 – Declaration / Undertaking</i></p> <p>I/We declare that I/we in the last 3 (three) years have neither failed to perform any contract as evidenced by imposition of a penalty or punishment by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me/us, nor been blacklisted by any state / government entity. have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.</p>	<p>The bidders should in the last 3 (three) years have neither punished or failed to perform any contract as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor been blacklisted by any state / government entity</p> <p>I/We declare that I/we in the last 3 (three) years have neither failed to perform any contract as evidenced by punishment by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me/us, nor been blacklisted by any state / government entity</p>	<p>Contract termination could be on breach as understood by the employer and therefore one sided. As has been seen in past in various government contract such terminations are contested in the court of law. If not proved in court of law or judicial authority or arbitration a termination of contract is not valid. Therefore, we have written blacklisting as the ground for non-performance.</p>	<p>No change</p>
16	<p><i>Page No 26 Clause 7.1</i></p> <p>All the documents and information submitted by the bidder to the Chairman shall remain or becomes the property of the Commission and shall be treated as strictly confidential. The Chairman, MPPSC will not return any bid or any information provided herewith.</p>	<p>All the documents and information submitted by the bidder to the Chairman shall remain or becomes the property of the Commission and shall be treated as strictly confidential. The Chairman, MPPSC will not return any bid or any information provided herewith.</p>	<p>Request you to consider the omission as agencies IPR (Intellectual Property Rights) are exclusively owned by agencies and cannot be assigned to any other party.</p>	<p>No change</p> <p>As this is related to Bidding Process only.</p>

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Sr. No.	Clause as per RFP document	Proposed by bidders	Justification	Reply from Commission
17	Page No 33 Clause no. 10 The SPA hereby undertakes to indemnify and hold the Commission harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to torts or contracts relatable to the conduct of Digital/Cyber Forensic Analysis.	<u>Subject to the maximum extent of the fee received and to the extent of direct damages only</u> , the SPA hereby undertakes to indemnify and hold the Commission harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to torts or contracts relatable to the conduct of Digital/Cyber Forensic Analysis.	Additions - It is requested to consider the capping considering the competitive rates provided by SPA.	No change
18	Page No. 38 Clause 18.2.1 Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by the Arbitration Board consisting of 3 Arbitrators, one nominated by the Principal Secretary GAD, second arbitrator nominated by the Commission and third by the SPA in accordance with provisions of THE ARBITRATION AND CONCILIATION ACT, 1996.	Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by the Arbitration Board consisting of 3 Arbitrators, one nominated by the Principal Secretary GAD, second arbitrator nominated by the <del>Commission and third by the SPA</del> <u>and the third arbitrator shall be appointed by the two arbitrators</u> in accordance with provisions of THE ARBITRATION AND CONCILIATION ACT, 1996.	These suggestions are aligned with the new amendments under THE ARBITRATION AND CONCILIATION ACT, 1996.	No change
19	New Clause	The SPA shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.  The SPA shall not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation	Request you to cap the liability upto the fee amount considering the competitive rates and commercial feasibility of SPA.	No change

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		shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct or to the extent prohibited by applicable law or professional obligations.		
20	Page No. 50, Annexure 3A Power of Attorney (in case of single bidder)	Proposal to add the following lines – "Further, the aforesaid Powers shall be exercisable by him so long as he is concerned to the LLP/Company/Firm"	It is requested to consider the suggestion as the person possessing the power of attorney can only exercise his powers as long as he is associated with the organisation.	Power of Attorney should be in Company Name + Designation
21	Page 43 , Scope of Work	SPA will get the candidate answers in PDF form. In what format are they stored on the HQ Server? (PDF, Database)	Relevant to project solution	PDF, SQL
22	Page 43 , Scope of Work	If they are stored in a database, what are the details of that database (SQL, Oracle etc) and in what form will that data be available to the SPA?	Relevant to project solution	SQL
23	Page 43 , Scope of Work	Are the candidate PDFs password protected?	Relevant to project solution	YES
24	Page 43 , Scope of Work	Do all candidates get the question paper in the same sequence? If not then how is the sequence of questions tracked per candidate? Random method?	Relevant to project solution	NO, Random
25	Page 43 , Scope of Work	In what format will the correct answer sheet be provided to the SPA? Is it password protected?	Relevant to project solution	Hard Copy
26	Page 43 , Scope of Work	Is there a logging mechanism to check the activities being conducted on the EC Server and HQ Server?	Relevant to project solution	NO
27	Page 43 , Scope of Work	The candidate gets their scores immediately after the exam. How does this scoring process occur? Are the answers stored in the EC Server and used to calculate candidate scores? Or does the candidate PDF go to the HQ server and the scores are reflected back immediately?	Relevant to project solution	NO

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