

**REQUEST FOR PROPOSAL
FOR
Implementation and certification of Information
Security Management System (ISMS) under
ISO 27001 standard
for ReBIT**

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1. About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT will act as a catalyst for innovation, big systems and new ideas apart from having the capability to guide the regulated entities in the IT areas of their operations as also for the RBI's IT related functions and initiatives. Given the need for inter-operability and cross-institutional cooperation, ReBIT will effectively participate in setting up of standards to strengthen Reserve Bank's role as regulator. ReBIT is a 100% wholly owned subsidiary of the RBI.

2. Disclaimer & Disclosures

ReBIT has prepared this document to give background information to the interested parties for participating in the RFP process of "ISMS implementation and certification under the ISO 27001 standard" at our office space in Unit no. 502, 5th Floor, "Building 1" situated at "Mindspace Juinagar", Plot Nos. Gen 2/1/D, Gen 2/1/E & Gen 2/1/F, TTC Industrial Area, Juinagar, Navi Mumbai 400706. While ReBIT has taken due care in the preparation of this RFP document and believe it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by ReBIT in submitting the bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right to modify the requirements as well as add or delete, as the case may be to meet ReBIT requirements at any point of time. ReBIT reserves the right not to proceed with the RFP, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any

reason whatsoever. ReBIT also has the right to re-issue the tender without the Bidders having the right to object to such reissue.

The proposal in response to RFP should be signed and submitted by a person duly authorized to bind the Bidder to the details submitted in the proposal. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bidding. All pages of the bid documents are to be signed by the authorized signatory.

This RFP is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFP is only a document that invites interested parties to, on a non-exclusive basis, express an interest, with no obligation, commitment or liability of any manner devolving on ReBIT, either on account of the issue of this RFP to the interested parties, or upon receipt of any response from the interested parties thereto, or any meetings or presentations made. All expenses incurred by the interested parties as a result of responding to, or further to this RFP, are to their own account and ReBIT will not be liable in this respect whatsoever.

Please note that the information provided in the RFP is strictly confidential and by accepting this RFP, the interested parties unconditionally undertake, not to, in any manner use any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFP issued by ReBIT.

3. RFP Requirements

ReBIT invites proposal from reputed service providers who have proven experience and necessary expertise in implementation and audit of an ISMS (Information Security Management System) compliant with the latest ISO 27001 standard and in subsequently obtaining ISO 27001 certification for the same, and who fulfil the eligibility criteria as given in this document, to submit commercially competitive proposals.

A service provider submitting the proposal in response to this RFP shall hereinafter be referred to as “Bidder/Partner/Vendor” interchangeably.

The Bidder is expected to provide various consulting services and activities related to implementation of an ISMS and obtaining a certificate of compliance with the latest ISO 27001 standard for the same and applicable at the organization level inclusive of all business functions of ReBIT office, located at Unit no. 502, 5th Floor, “Building 1” situated at “Mindspace Juinagar”, Plot Nos. Gen 2/1/D, Gen 2/1/E & Gen 2/1/F, TTC Industrial Area, Juinagar, Navi Mumbai 400706.

The selected vendor/consultant shall engage with ReBIT's ISMS manager and other relevant internal teams and/or personnel in implementing the ISMS and subsequently

facilitate ReBIT in obtaining certification of compliance with the latest ISO27001 standard from an accredited certifying body.

The selected bidder/consultancy vendor may tie up with certification bodies and has to submit an all-inclusive proposal for obtaining ISO 27001 certification for ReBIT.

For the purpose of the evaluation and selection of Bidder, a three-stage evaluation process will be followed. First of all, the Bidder has to comply with the “Minimum Eligibility Criteria” as detailed in the RFP (see section 3.1), to qualify and participate in the Technical Bid evaluation process. Those bidders who qualify the “[Minimum Eligibility Criteria](#)” will only be eligible to participate in the ‘Technical Bid’. Bidders who will score minimum 80% in technical evaluation will be eligible to participate in the commercial bid process.

The prospective Bidder who satisfies the “Minimum Eligibility Criteria” as defined in the “[Minimum Eligibility Criteria](#)” (see section 3.1) is encouraged to respond by expressing their interest to bid by sending email to procurement@rebit.org.in.

The prospective Bidder who satisfies the “Minimum Eligibility Criteria” and plan to respond to this RFP is required to submit the bid earnest money (refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders and after 30 days of finalizing the selection process for unqualified bidders) of **INR 2, 00,000/-** (Indian Rupees Two Lacs Only) by way of Demand Draft (DD) along with the technical bid.

To be submitted in favor of:

Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT), payable at Navi Mumbai. 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center, Sector 30A, Vashi, Navi Mumbai - 400703

The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder. No interest shall be payable by ReBIT in respect of such deposited Earnest Money. The Earnest Money of an unsuccessful Bidder shall be refunded after the final decision on the Bids or on expiry of the validity period whichever is earlier on presenting receipt thereof. The Earnest Money Deposit (EMD) may be forfeited:

- If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- If he/she withdraws/revokes his/her offer or modifies/changes the same during the validity of the Bid
- In case of successful Bidder, if the Bidder fails to sign the contract within the specified date from the date of issuing the Letter of Acceptance
- Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, ReBIT at its

discretion may cancel the contract awarded to the selected Bidder without giving any notice

- Where the Bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.

The selected Bidder post the RFP process would support ReBIT as per the scope defined in the "[Scope of Work](#)" section below

Vendor Evaluation Process and Criteria

- The selection process consists of the following three considerations:
 - I. Minimum Eligibility Criteria (Pre-Qualification)
 - II. Technical Bid Evaluation
 - III. Commercial Bid Evaluation
- The Bidder has to comply with the "Minimum Eligibility Criteria" (see section 3.1) as mentioned earlier in the RFP, to qualify and participate in the Technical Bid evaluation process.
- The technical evaluation will be based on the extent to which Vendor's proposal fulfils ReBIT's requirements as stated in the **Section 5**.
- The shortlisted vendors whose proposal meets all the requirements as stated in the **Section 5**, will be called for a proposal presentation.
- In addition to the fitment to requirements, the technical evaluation will also have the following considerations:
 1. An assessment of the vendor's ability to deliver the indicated services as mentioned in the scope of this RFP.
 2. The vendor's financial stability, experience and record of past performance in delivering such services.
 3. Availability of sufficient high quality vendor personnel with the skills and experience for the specific solution proposed.
- Commercials of the shortlisted vendors who will score minimum 80% in technical evaluation will be opened by the RFP panel post technical evaluation.
- During the commercial evaluation the vendor with lowest commercial (L1) bid will be awarded the contract subject to signing of the subsequent work contract and Non-Disclosure Agreement between both the parties.

This RFP provides general and technical information as well as the required format for responses. Your submitted response will be a primary source of information used for system evaluation and selection. Please include all required and appropriate information with your proposal. No other source of information submitted, written or verbal will be considered part of your proposal.

The bidder's conference would be held to address any queries the bidder's may have on the RFP. This would be held at ReBIT office on the specified date, only one person per organization (OEM and Bidder) would be permitted to attend this conference.

Compensation

No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.

Other possible criteria to be reviewed include a Consultant's/Vendor's references and any outstanding legal suits or actions. ReBIT does not represent that these are the sole criteria, and reserves the right to adjust selection criteria at any time until final Consultant selections are made.

3.1 Minimum Eligibility Criteria

Sr. No	Eligibility Criteria	Documentation Required	Compliance Status (Yes/No)
1	The Bidder should be a Registered Indian entity under the respective Acts 1956/2013 of India and should be providing consultancy services for last 3 years from the date of RFP.	Attested copy of the Certificate of Incorporation/Registration of the Bidder a. Registration number b. GST registration number, as applicable	
2	The bidding entity should have minimum annual turnover of Rs 2 crore per year and should be a profit (profit after tax) making company in the last 3 financial years (2015-16, 2016-17 and 2017-18) This must be the individual company turnover and not that of any group of companies.	Audited financial statements indicating required set forth in the eligibility criteria. And Auditor / Chartered Accountant Certificate in support of the criterion	
3	The bidder should be CERT-In empaneled and should have provided the consultancy services for ISO 27001 implementation and audit to at least 3 organizations in the BFSI sector.	Certificate/letter confirming CERT-IN empanelment Please provide the contact details and sign off letter from the reference client along with document mentioning project scope and deliverables.	
4	The bidder should have positive operating profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in each of last three Financial Years (i.e. 2015-16, 2016-17 & 2017-18).	Copies of the audited balance sheet and Profit & Loss Statement of the company for FY2015-16, FY2016-17 & FY2017-18 years are to be submitted. If Balance Sheet and Profit & Loss statements for FY2017-18 are not audited, CA certificate should be submitted.	

5	The bidder should have experience in executing similar solutions in minimum 2 PSBs / PSUs / BSE / NPCI / RBI/ Central Government organizations in India.	The Purchase Order/ Reference Letter in support of the same should be enclosed in Technical Bid. The experience with regard to each Component and level of engagement must be indicated explicitly in the Technical Bid. The onus of proving the credential via documentary evidence will fall on the Prime Bidder.	
6	Bidder should have minimum 25 no. of experienced Information Security professional resources on their permanent payroll. At least 10 resources should be professionally certified with the latest ISO-27001 Lead Auditor (LA)/ Lead Implementer (LI) Certification and have more than 4 years' experience in ISMS (ISO 27001) implementation.	Bidders to provide the certificate and the resume of the resources	
7	Bidder should have registered office in Mumbai for support.	Bidder need to submit the complete address with contact details.	
8	The Bidder should not be currently blacklisted by Government of India. The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).	Self-declaration on the company letter head signed by Company Secretary or Board approved Authorized Signatory	

Note: The Bidder should submit relevant documentation supporting the above minimum eligibility qualification criteria with technical bid response. In case of non-compliance with any of the eligibility criteria mentioned above, the Bidder shall be liable to be disqualified without any notice and the bids of the Bidder may not be processed further. Any additional / irrelevant document enclosed with the bid, may lead to disqualification.

3.2 Scope of Work

Following is the high level scope for the Project.

ReBIT proposes to obtain certification of the latest ISO 27001 standard from accredited Certification Body through assessment and alignment of its Information Security Management System deployed at the ReBIT office premises at Juinagar, Navi Mumbai to the requirements defined in the latest ISO 27001 standard.

The key activities to be performed as part of the engagement shall include but not limited to the following:

Phase 1

The successful bidder will be expected to identify and document the scope of ISMS including the functional areas and processes to be covered and document the scope as per ISO 27001 certification requirement.

The successful bidder shall develop a detailed implementation plan along with appropriate project milestones based on the scope agreed with ReBIT

The successful bidder shall undertake a comprehensive review of the entire ISMS framework including Information Security policies, sub policies, procedures, business continuity plan, information and security controls and associated guidelines and procedures operationalized in ReBIT to assess their alignment with the requirements laid out in the latest ISO 27001 standard .

The Bidder should perform a comprehensive review of controls and control objectives already implemented and provide necessary recommendations for addition/ modification required in the existing controls implemented.

The Bidder shall review and update all the existing ISMS documents as per the latest ISO 27001 standard.

The Bidder shall prepare additional ISMS policies, procedures and other documents as per requirement to align with specifications outlined in the latest ISO 27001 standard.

The Bidder shall conduct Pre-certification Gap Assessment to determine the existing status of the Information Security setup of ReBIT and identification of non-conformities and the associated information security risks.

The Bidder shall submit the report based on the gap assessment and propose remedial actions to fill the gap and achieve conformance to the latest ISO 27001 standard mapped with corresponding requirements as defined in NIST Cyber Security Framework.

The Bidder is required to provide assistance to internal teams of ReBIT for bridging the gaps identified and revision/ formulation of requisite documents post the Gap assessment and closure of audit findings.

The Bidder is required to conduct risk assessment and develop/update risk mitigation & treatment plan.

The Bidder is required to implement an Information Security Management System based on the requirements of the latest ISO 27001 standard.

The Bidder is required to impart awareness sessions on ISMS policies, procedures and the latest ISO 27001 standard.

Provide adequate training to personnel(s) responsible for maintaining the ISMS for ReBIT.

The Bidder should be able to demonstrate benefits realized due to the implementation of the management system conforming to the above standards during the on-site awareness session.

The Bidder should document and prepare the Statement of Applicability.

The Bidder should prepare a statement of exclusion of any control objectives and controls in SOA with the justification for their exclusion.

Review and update ISMS policies, processes and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.

Phase 2

The Bidder should:

Conduct formal internal audit of IS framework against the requirements specified in the latest ISO 27001 standard.

Take corrective and preventive actions, based on the results of the internal ISMS audit and management review or other relevant information to achieve continuous improvement of the ISMS.

Provide needful assistance for engaging external certification agency for certification audit and extend support during Certification audit.

Facilitate and ensure the Certifying Body awards the duly accredited ISO 27001 certificate to ReBIT.

The agreement with the bidder will be applicable for period of 3 years which includes the first ISO27001 certification process and subsequent surveillance audits.

Full documentation of the project is to be included in the deliverables by the successful Bidder.

Documentation should include the following but may not limited to it,

1. ISMS Policies
2. ISMS Procedures
3. ISMS Processes
4. ISMS and User Guidelines.
5. ISMS Asset Register
6. Risk Management procedures, risk assessment and treatment plan
7. All Mandatory Documents required by the latest ISO 27001 standard
8. ISMS Gap Assessment Reports, Checklists
9. Internal Audit reports
10. Corrective Action Preventive Action Plan
11. Minutes of Meeting with stakeholders

The bidder shall assign a project manager and associated support personnel for this project.

The bidder should further provide the deliverables and sign off for each of the deliverables at various stages of implementation.

In order to assist the participating vendors in developing their response, the details of ReBIT's requirements have been more clearly set out and defined in the technical specifications outlined in **Section 5** in annexure.

The participating vendors are requested to fill in the template document for '**Commercial Bid**' which will be shared with interested parties after pre-bid meeting.

ReBIT is currently in the selection stage of the evaluation process and would like to evaluate your project against other alternatives. ReBIT shall review the submitted tender offers. ReBIT reserves the right to not accept any late responses and is under no obligation to accept the lowest offer or indeed any offer: ReBIT is free to conduct the process for a transaction as it determines fit in its sole discretion (including, without limitation, terminating further participation in the process by any party, negotiating with any party and entering into an agreement with respect to a transaction without prior notice to you or any other person) and any procedures relating to the process or a possible transaction may be changed at any time without prior notice to you or any other person.

The information attached to this letter is purely intended as a guide and ReBIT does not make any representation or warranty of any kind, expressed or implied, as to the accuracy, completeness or reasonableness of the information contained herein or any other written or oral communication transmitted or made available to you.

If you have any questions while you are putting your offer together please feel free to contact via email to procurement@rebit.org.in

Training

Selected bidder shall provide the training to the ReBIT's personnel as described below:

- i. The engaged Service Provider shall conduct the security awareness trainings and classroom sessions for all employees of ReBIT covering all ISMS policies and applicable procedures and guidelines
- ii. The Engaged service provider shall provide mailers, posters and wallpapers for raising security awareness on ISMS policies, procedures and guidelines for end users/employees of ReBIT
- iii. The Bidder shall train ReBIT personnel for preparing and maintaining asset register, risk assessment and risk treatment registers on required basis.
- iv. Prior to pre-certification gap assessment, the Bidder shall conduct an awareness session (1-2 hour/s) elaborating on key concepts, stages of audit lifecycle, clauses and controls along with potential benefits of adopting the latest ISO 27001 standard for ReBIT ISMS team.

3.3 Resource Plan

The Bidder shall provide detailed plan of the proposed staffing for the successful completion of the Works specified in the Proposal.

All personnel offered for assignment shall be subject to the approval of and shall need to be retained on the Project until completion of the contract or as released by ReBIT.

The Bidder shall have full control of all his personnel employed on or about the work, with power to employ or discharge. The Bidder shall remove or cause to be removed from the Premises any of his personnel or sub- Bidders personnel employed upon the Work, who, in the judgment of, are detrimental to the progress of the Work.

3.4 Delivery Schedule

ReBIT would prefer the following schedule for completion of the activities from the date of placement of orders.

Activity	Timeline
Project kick off	1-April 2019
ISMS review, gap assessment, risk assessment/risk treatment planning, documentation, ISMS updation/implementation and trainings	2-April 2019 to -30 April 2019
Pre Certification audit and remediation	01-May 2019 - 15-May-2019
Certification Audit initiation	20-May 2019

3.5 Site Particulars

Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the timelines and specifications. Successful bidder is expected to familiarize themselves with the site conditions and plan the project.

3.7 ISMS Annual Maintenance

After completion of the ISMS implementation and certification under the latest ISO 27001 standard, Bidder has to provide services for maintenance of the implemented ISMS. The ISMS maintenance service activities shall include but not limited to:

- Maintenance of ISMS policies, procedures and relevant documents on quarterly basis.
- Maintenance of ISMS Asset & Risk Registers on quarterly basis.
- Performing Risk Assessment and Risk Treatment on quarterly basis.
- Performing Internal audits (as per the latest ISO 27001 standard requirement for ISMS) on half yearly basis.
- Facilitating and providing necessary coordination and assistance during surveillance audits.
- Development/fulfillment of any other document/requirement as per the latest ISO 27001 standard for implementation of ISMS
- Defining and monitoring of security metrics on quarterly basis.

3.8 Service Level Agreement (SLA) & Contracting

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected Bidder during the project implementation and its subsequent support for the project period.

Once ReBIT notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with ReBIT, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

The contract period will be for a period of three years.

Where the service not delivered within 7 days from the date of request from ReBIT for event, a penalty at the rate of Rs.1000/-per day will be levied.

For any penalty during ISMS maintenance or post certification period, the bidder shall give a credit note in favor of ReBIT within 30 days from the date of intimation of penalty by ReBIT. If the bidder fails to give the credit note within 30 days of intimation of penalty, ReBIT reserves the right to invoke the performance bank guarantee submitted by the bidder.

ReBIT may recover such amount of penalty from any payment being released to the bidder

3.9 Adherence of Information Security Policy

Bidders are liable for not meeting the security standards or desired security requirements as per ReBIT's Information Security policy which will be shared with successful bidder. Bidders should ensure security of data and/or equipment and facilities provided to them by ReBIT in accordance with the requirements mentioned in the same.

The deputed persons should make themselves aware about ReBIT's Information Security policy requirements and have to maintain the utmost secrecy & confidentiality of ReBIT's data including processes performed at ReBIT premises. At any time, if it comes to the notice of ReBIT that any data or sensitive information has been compromised / disclosed/ misused/misappropriated then ReBIT would take suitable action as deemed fit and selected vendor would be required to compensate ReBIT to the fullest extent of loss incurred.

Bidder has to agree and provide undertaking not to disclose any ReBIT information and will maintain confidentiality of ReBIT information as per Information Security policy of the ReBIT and will sign "Non-Disclosure Agreement" document provided by ReBIT.

4 RFP Details

4.1 RFP Schedule

Activity	Date
Issue of RFP	22-Feb 2019
Last date and time for receipt of written queries from bidders	04-March 2019 by 11:00 am
Pre-Bid Meeting	06-March 2019
	(at ReBIT office meeting time to be communicated to interested bidder via email)
ReBIT Responses to RFP Questions released to Vendors (as needed)	07-March 2019
Vendor Proposal due to ReBIT (Technical and Commercial in separate sealed envelope submission date)	15-March 2019
	by 12 pm
Opening the Technical Proposals	18-March 2019
Vendor Presentation for selected bidders	20-March 2019
Commercial Bid Opening	22-March 2019
Submit solution recommendation ReBIT management for approval	23-March 2019
Selection of Successful Bidder	To Be intimated via email to selected Bidder
Award of contract	25-March 2019
Issuing of PO to Successful Bidder	To Be intimated via email to selected Bidder

Inquiries and Questions

Inquiries and questions regarding the proposal document, scope of services, response format/content or the terms and conditions shall be submitted via e-mail to procurement@rebit.org.in by **04-March 2019**

Bidders need to register for the **Pre-Bid meeting** by emailing the aforementioned contact with “**RFP – ISMS implementation and certification under ISO27001 standard- Pre-Bid Meeting Registration**” in the subject line by **04-March 2019**. Only one representative from each Bidder & OEM will be allowed to participate in the Pre-Bid meeting. The Pre-bid

meeting is an in-person meeting. Strictly one person per bidder will be allowed to attend the Pre-bid meeting. There will be no video or audio conference bridge for it. All responses from ReBIT to all inquiries shall be sent via email to all bidders who attend the pre-bid meeting or published in website.

4.2 Submission Response Format and Contents

The response to the RFP would need to be furnished in two parts namely

- 1) Technical Bid Response and
- 2) Commercial Bid Response.

The Technical Bid Response would need to cover the following details:

1. Responses and submission of relevant proofs for all the minimum eligibility criteria as highlighted earlier (failure to furnish this information will result in the RFP response being summarily rejected)

2. Organize proposals in separately tabbed sections with labels that correspond to the sections described in the following pages of this RFP and in the General Submission Format sub-section.

- Number each page of your submission consecutively.
- Provide a concise response to each point.
- Wherever a table is provided, please title your section tab to match the RFP section in which the table appears.
- Use the table format for your responses, and maintain the sequence and reference numbers in the table.

3. Company portfolio with resume of proposed team working on this project

4. Financial details of the Company.

References

Please provide at least three (3) that match the following criteria:

- Customers for whom Bidder successfully completed implementation and certification of an ISMS under ISO 27001 standard

Provide the principle contact name and telephone number, as well as the other information requested in the proceeding table.

Reference's Organization name	Contact Name and Email address	City, State and Phone Number	System(s) name and version, Number of Sites, Number of Employees
1.			
2.			
3.			
4.			
5.			

Submittal Instructions:

Technical proposal needs to be submitted in a sealed envelope as well before the date and time mentioned in the above table, clearly marked as **“RFP – ISMS Implementation and Certification under ISO27001 for ReBIT”**, to Chief Executive Officer, Reserve Bank Information Technology Pvt. Ltd (ReBIT), 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Centre, Sector 30A, Vashi, Navi Mumbai - 400703

Submittals are due at the postal address given below on or before **15-March 2019**

Technical proposal needs to be submitted by email before the date and time mentioned in the above table.

The technical proposal should include: Response to the questions and sections in the excel **Technical_Specification_Workbook** template that will be provided to interested parties separately. Provide a descriptive response to each of the questions and sections. For details on the Technical Evaluation see **section 5** in this document.

Commercial proposal needs to be submitted in a sealed envelope before the date and time mentioned in the above table, clearly marked as **“RFP – ISMS Implementation and Certification under ISO27001 for ReBIT”**, to Chief Executive Officer, Reserve Bank Information Technology Pvt. Ltd (ReBIT), 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Centre, Sector 30A, Vashi, Navi Mumbai - 400703

Sole responsibility rests with the Offeror to see that their RFP response is received on time. Any responses received after due date and time are liable to be rejected.

All tenderers are requested to submit the tender documents (TECHNICAL BID and COMMERCIAL BID) duly filled in with complete and correct information along with relevant documents.

Tender documents received by ReBIT after due date and **time as per outline in RFP Schedule i.e. 15-March 2019 by 12 pm** shall not be considered and hence rejected.

4.3 Submission Terms and Conditions

1. Bidders are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk
2. Each Bidder shall furnish the information required in the RFP
3. The Contract/Purchase Order will be awarded to that responsible Bidder whose submittal, conforming to the Request for Proposal, will be most advantageous to ReBIT, price and other factors considered
4. ReBIT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of ReBIT to do so
5. A signed purchase order or contract furnished to the successful Bidder results in a binding contract without further action by either party.
6. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections and changes. ReBIT will not be responsible for oral clarification
7. ReBIT may, in its absolute discretion, seek additional information or material from any of the bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response
8. Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly
9. If ReBIT, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then ReBIT reserves the right to communicate such response to all bidders.
10. ReBIT may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
11. ReBIT will notify all short-listed bidders in writing or by mail as soon as practicable about the outcome of their RFP. ReBIT is not obliged to provide any reasons for any such acceptance or rejection.
12. No payment of any kind will be provided to the Bidder, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.
13. All quotes should be submitted initially on the most complete basis and with the most favorable financial terms available. The selected Bidder's proposal may, at ReBIT option, be made part of the final purchase contract and all representations in the Bidder's proposal may be considered commitments to provide the services as described.

14. ReBIT reserves the right to change the schedule or issue amendments to the RFP at any time. ReBIT also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be notified individually to each participating Bidder.

Submission Related Confidential / Proprietary Information Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential / proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential / proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

4.4 General Submission Requirements

Please include the following information in your submission, identified and in the order listed below:

1. Vendor Contact Information
 - a. Company Name, Address, Phone Number and Contact Information.
 - b. Name of contact person(s) for contract administration and technical liaison
 - c. Indicate your company's hours of business, off-hours contact and availability.
 - d. Suggest appropriate processes for ongoing communications between Vendor and ReBIT, e.g. email, website, phone, etc.)
2. Detailed Project Schedule, with major deliverables, including but not limited to:
 - a. Project plan and schedule with critical path identified
 - b. Resource allocations
 - c. Preliminary document review of existing ISMS policies, procedures and guidelines
 - d. Gap assessment of existing IS framework
 - e. Update existing ISMS policies, procedures and documentation, prepare additional documents necessary to align with the latest ISO27001 standard
 - f. Risk Assessment and Risk Treatment plan
 - g. ISMS Awareness Training for Employees
 - h. Training handouts
 - i. Training presentation deck

- j. Digital Wallpapers(12 no.s)
 - k. Digital Screensavers (12 no.s)
 - l. Monthly Mailers on ISMS policy and procedures (12 no.s per year)
 - m. Posters (10 no.s)
3. **Documentation:** Provide electronic copies of the technical documentation with your response to the RFP (e.g. CD, DVD, Website link, etc.).
4. **Detailed Cost Schedules:** Provide detailed, itemized unit and total costs for each component and service proposed, indicating as appropriate optional and required components and services, including:
- a. Recommended hardware specifications, itemized, to meet ReBIT requirements
 - b. Recommended software, itemized, to meet ReBIT requirements and including any 3rd party software license fees
 - c. If managed services or software-as-a-service is proposed, provide appropriate costs, sized and itemized, to meet ReBIT requirements.
 - d. Where appropriate, please provide any tiered costing alternatives, e.g. per transaction, per employee, etc.
 - e. Project Management, e.g. Hourly, monthly or fixed rate, number of estimated hours / months to complete project
 - f. Software development services, e.g. hourly, monthly or fixed rate, number of estimated hours / months to complete project.
 - g. Cost for developing custom connectors should be highlighted.
 - h. On-site training, e.g. Hourly or class rate, number of estimated hours to complete project, recommended class size
 - i. Provide a 3-year post-implementation cost schedule for support, maintenance and upgrades (including any 3rd party licensing fees)
5. The Commercial bid should be in accordance with the following:
- a) The bidder should quote the commercial value as per the excel sheet which will be shared after pre-bid meeting.
 - b) The bidder should indicate unit price of each and every component proposed by them.
 - c) The prices quoted by the bidder shall be in Indian Rupees and no escalation in price within the period of 180 days from the date at which L1 is declared.
 - d) The price quoted should be inclusive of all Central/State Government levies, taxes, service tax, sales tax, excise duty, custom duty, etc. The Octroy / Entry/GST Tax, if any, shall be paid as per the actuals.
 - e) Further, subsequent to the orders being placed/agreement executed, the successful bidder shall pass on to ReBIT all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.

- f) The make and model given in commercial bid format should be the same as mentioned in BOM (without Price) else commercial bid may not be processed further.

After completing internal approval process, bidder who has submitted the L1 cost will be declared as successful bidder.

ReBIT reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

6. **Contract / license agreement:** Submit a copy of any contract / license agreement you will require to be executed at time of award.
7. **Non-disclosure Agreements:** Submit a copy of any non-disclosure contracts you would require to be executed as part of the evaluation process.
8. **Staff Qualifications:** Describe the qualifications and experience of the staff who would be assigned to the ReBIT implementation. Provide an electronic copy of resumes and professional certifications for your project manager and lead consultants.
9. **Customization:** While it is ReBIT's intention to avoid customization of 3rd party software, please describe your process for defining specifications and for pricing customization work orders – both during implementation and as a post-implementation support change request. Please also provide your current pricing / rate structure for custom development.
10. Bidders are not permitted to submit more than one bid and any alternate product. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
11. Each and every page of the bid documents should be properly stamped and signed by the authorized signatory. However, ReBIT may seek original hard copy of the document for verification.
12. The bids are not submitted in the prescribed format or incomplete or after due date in any sense are liable to be rejected. ReBIT reserves the right to accept or reject any bids without assigning any reason and ReBIT's decision in this regard will be treated as final.
13. ReBIT reserves the right to alter / increase / decrease the hardware and software requirements as well as add/reduce locations, as the case may be to meet ReBIT requirements at any point of time.
14. Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. ReBIT holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.
15. The bid shall be in English Language.
16. All prices shall be expressed in Indian Rupees only.

17. Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.
18. ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the Tender without the Vendors having the right to object to such reissue.
19. Contacting ReBIT - From the time of bid opening to the time of Contract award, if any bidder wishes to contact ReBIT for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact ReBIT with a view to canvas for a bid or put any pressure on any official of ReBIT may entail disqualification of the concerned bidder or its bid.

4.5 Evaluation Process and Criteria

The objective of the evaluation process is to evaluate the bids received to select the best fit solution at a competitive price based on technical and commercial parameters. The evaluation will be undertaken by a Committee formed for the purpose by ReBIT. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.

For the purpose of the evaluation and selection of Bidder, a three-stage evaluation process will be followed. First of all, the Bidder has to comply with the "Minimum Eligibility Criteria" as detailed earlier in the RFP, to qualify and participate in the Technical Bid evaluation process. Those bidders who qualify the "Minimum Eligibility Criteria" will only be eligible to participate in the 'the Technical Bid'. Bidders who will score minimum 80% in technical evaluation will be eligible to participate in the commercial bid process.

The bidders have to submit 'the Technical' and 'the Commercial' Bid simultaneously as mentioned earlier. The Bidder has to submit 'Technical Bid' keeping in view the information / criteria mentioned in this document to address by the date and time stipulated as in this document.

'Technical Bid' will contain the exhaustive and comprehensive technical details. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

The selection process consists of the following three considerations:

1. Minimum Eligibility Criteria (Pre-Qualification)
2. Technical Bid Evaluation
3. Commercial Bid Evaluation

Other possible criteria to be reviewed include a Consultant's/Vendor's references and any outstanding legal suits or actions. ReBIT does not represent that these are the sole criteria, and reserves the right to adjust selection criteria at any time until final Consultant/Vendor selections are made.

The Technical Bid will be evaluated basis the parameters provided in the [Scoring Matrix Section](#). The bidders scoring 80% and above will qualify to take part in commercial round. The Procurement Committee has prescribed a minimum cut-off technical score of at least 80% to ensure the technical quality of bids and also reserves the right to relax any of the parameters if the need arises.

In the third stage of evaluation, the commercial bid submitted by the bidders who have qualified in the Technical evaluation process will be opened and thereafter, the bidder with the lowest commercial bid will awarded.

In case of a tie of commercial bid between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder. In case of non-acceptance of the offer, it will be given to next successful Bidder and so on.

Post selection of the Bidder, ReBIT shall return the Earnest Money Deposit (EMD) to the unsuccessful bidders within 30 days of formal declaration of results.

ReBIT may call for any clarifications / additional particulars required, if any, on the minimum eligibility criteria / technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within 2 working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail,
- If there is discrepancy between unit price and total price, the unit price shall prevail,
- If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.

In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

ReBIT reserves the right to re-negotiate any terms (Price / Technical) further with the successful Bidder.

4.6 Contract Award and Execution

1. ReBIT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the bidders can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to ReBIT.

2. The general conditions and specifications of the RFP and the successful Bidder's response, as amended by agreement between ReBIT and the Bidder, will become part of the contract documents. Additionally, ReBIT will verify Bidder representations that appear in the proposal. Failure of the Bidder to meet the mandatory requirements or criteria may result in elimination of the Bidder from competition or in contract cancellation or termination.
3. Failure of the successful Bidder to comply with the above requirement, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the contract.
4. The Bidder selected as the apparently successful Bidder will be expected to enter into a contract with ReBIT. If the selected Bidder fails to sign and return the contract within fifteen (15) business days of delivery of the final contract, ReBIT may elect to cancel the award and award the contract to the next-highest-ranked Bidder.
5. No cost chargeable to the proposed contract may be incurred before the Bidder has received a fully executed contract
6. ReBIT will not reimburse the Bidder for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Bidder needs to ensure that these costs are included in their RFP response.

4.7 Performance Bank Guarantee

1. The successful Bidder shall at his own expense deposit with the "Reserve Bank Information Technology Pvt Ltd" 18th Floor, Cyber One, Opposite CIDCO Exhibition Center, Sector 30, Vashi, Navi Mumbai 400703 within thirty (30) working days of the date of notice of award of the bid, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of relevant [Annexure-A](#) Performance Bank Guarantee format, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Bidder.
2. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to ReBIT as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. ReBIT shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.
3. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.
4. The Performance Bank Guarantee shall be returned after satisfactory performance post 180 days of rollout.
5. The Performance Bank guarantee shall be denominated in Indian Rupees (INR) and shall be by bank guarantee.

6. The Performance Bank Guarantee will be valid till the end of the contract. Failure of the successful Bidder to comply with the above requirement, or failure of the Bidder to enter into a contract within 15 working days from the issue of the purchase order or within such extended period, as may be specified by ReBIT shall constitute sufficient grounds, among others.
7. In case of breach, there shall be a cure period of 5 calendar days. In case, if the issues are not resolved, the Performance Bank Guarantee would be invoked anytime thereafter as per the discretion of ReBIT.

4.8 Payment Terms

The terms of payment will be as follows:

- i) For first year or certification period, 40% payment will be released on submission of internal audit reports, and other required documents as per ISMS requirements defined in the latest ISO 27001 standard and acceptance by ReBIT
- ii) 30% payment will be released on submission of external audit reports for ISMS as per requirements defined in the latest ISO 27001 standard and acceptance by ReBIT.
- iii) 30% payment will be released on submission of ISO 27001 certification
- iv) Payment during maintenance period (i.e. 2nd and 3rd year) will be made after successful completion of surveillance audit and submission of report for that year.
- v) Payment shall be made by ReBIT at contracted rates on completion of each event within 45 days from the date of receipt of invoice subject to signing the agreement.
- vi) Where the Services not delivered within 7 days from the date of request from ReBIT for event, a penalty at the rate of Rs.1000/-per day will be levied.
- vii) No advance payment will be released against purchase order.
- viii) Selected Bidder should raise single invoice for entire project.

4.9 Taxes and Duties

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, GST Tax, service taxes etc. if any, shall be reimbursed to supplier by ReBIT at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to ReBIT.

4.10 Penalties and Liquidated Damages

The liquidated damages is an estimate of the loss or damage that ReBIT may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract), of the solution by the Bidder and the Bidder shall be liable to pay ReBIT a fixed amount for each day of delay / nonperformance of the obligations by way of liquidated damages, details of which will be specified in the contract. Without any prejudice to ReBIT's other rights under the law, ReBIT shall recover the liquidated damages, if any, accruing to ReBIT, as above, from any amount payable to the Bidder either as per the contract, executed between the parties or under any other agreement/ contract, ReBIT may have executed / shall be executing with the Bidder.

Liquidated Damages is not applicable for reasons attributable to ReBIT and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to ReBIT and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and ReBIT's official that the delay is attributed to ReBIT and Force Majeure along with the bills requesting payment.

In the event of delay in stage wise execution of work, specified in this Contract / furnishing deliverables due to negligence or in-efficiency attributable to the selected bidder, the selected bidder shall be liable to a penalty up to a maximum of 10% (ten percent) of the contract value.

4.11 Force Majeure

The Bidder or ReBIT shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the Bidder shall promptly notify ReBIT in writing of such conditions and any change thereof. Unless otherwise directed by ReBIT in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

4.12 Arbitration

In the event of any dispute or differences between the parties relating to the "Contract or LOI (Letter of Invitation) whichever is issued later" the same shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mumbai, India.

In the event of failure to resolve the differences through arbitration, either of the parties shall be free to undertake necessary further legal course with the Courts of Law in Mumbai who shall have jurisdiction for preventive, interlocutory and other incidental relief applied for by any party under or in relation to Agreement.

4.13 Limitation of Liability

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect. Special, punitive, exemplary, speculative or consequential damages, including, but not limited to any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability, of selected Bidder (Consultant) and purchaser (ReBIT) shall be, regardless of the form of claim, restricted to the total of bill of material received by Consultant/vendor from ReBIT for the event that gave rise to such liability, as of the date such liability arose, during contract period.

- 1.1. Each Party agrees to indemnify, and keep indemnified, the other Party, its directors and affiliates against any and all liability, loss, fines, penalties, fees, damages, costs, amounts and expense arising out of any obligations, claims (including third party claims), actions, suits, judgments, orders, litigations, enforcements and/or proceedings arising from breach by such Party of any material terms and conditions of this Agreement and/or its employees', personnel's, contractors, services providers' negligent acts, misconduct, commissions and/or omissions.
- 1.2. The Service Provider hereby undertakes to observe and perform at all times the applicable provisions of law and regulations in force for the time being and from time to time required to be observed and performed by the Service Provider for the proper observance and performance by it of its duties and obligations under and in accordance with this Agreement. The Service Provider hereby undertakes to indemnify and keep indemnified the Company from and against all direct and proven claims, actions or proceedings brought against it, losses, damages, fines or penalties imposed on the CLIENT or other liabilities suffered or incurred by the CLIENT, its directors or officers, as a consequence of any direct breach by the Service Provider of its obligations under this Agreement or any negligence on its part or its employees or agents under this Agreement.
- 1.3. The Service Provider undertakes that it is free to enter into this Agreement and that the terms and provisions of this Agreement will not breach or be in conflict with any covenant or obligation of the Service Provider with respect to any third party and will not infringe the right of any third party.
- 1.4. Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

1.5. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the Service Provider shall be, regardless of the form of claim, the actual consideration received by Service Provider for the contract to which the claim relates.

1.6. The limitation in clause 1.5 shall not extend to any legal injuries suffered by Client due to the Service Provider's

- a. Fraud, wilful misconduct or gross negligence;
- b. Breach of intellectual property with respect to third party claims; and

4.14 Other Terms and Conditions

1. All the proposals / declarations / assertions made by Bidder should be on their letter head.
2. The successful Bidder and ReBIT will have to bear their respective legal charges at the time of signing Agreement(s).
3. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).
4. ReBIT reserves the right to accept or reject any bid or scrap the RFP/Tender without assigning any reason thereof and ReBIT's decision in this regard will be treated as final.
5. Ownership of this RFP: The content of this RFP is a copyright material of ReBIT. No part or material of this RFP document should be published in paper or electronic media without prior written permission from ReBIT.
6. Neither the contract nor any rights granted under the contract may be assigned or otherwise transferred, in whole or in part, by the Bidder without advance written consent of ReBIT and any such assignment or transfer otherwise made by the Bidder shall be void and of no effect.
7. Bidder is not authorized to assign the RFP to any other entity without ReBIT's prior written approval. Sub-Contractor, if any, must be clearly identified in technical proposal bid grid.
8. Bidder is not authorized to float the RFP for appointment of General Contractor for execution of work or to any other entity without ReBIT's prior written approval.
9. Bidder is not authorized to participate in any manner directly/indirectly in the RFP of Appointment of General Contractor for execution of work.

4.15 Confidentiality

1. The Bidder shall treat all documents, information, data and communication of and with ReBIT as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, if applicable.

2. The Bidder shall not, without ReBIT' s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of ReBIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement (if applicable)
3. The Bidder shall not, without ReBIT' s prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract
4. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of ReBIT and shall be returned (in all copies) to ReBIT on completion of the Bidder's performance under and in accordance with the Contract, if so required by ReBIT.

4.16 Ownership of Documents and Data

1. ReBIT shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by ReBIT, the Bidder shall deliver to ReBIT all documents provided by or originating from ReBIT and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by ReBIT at no additional cost
3. The Bidder shall not, without the prior written consent of ReBIT, store, copy, distribute or retain any such documents.

4.17 Contact

Recipients are required to direct all communications related to this RFP, through the below nominated point of contact only:

Email: procurement@rebit.org.in

5 Scoring Matrix for Technical Evaluation

Evaluation category	Evaluation criteria		Criteria weightage
Consolidated score			100
Implementation	Project Approach / Plan / Deliverables	1= Poor, 3= Ave, 5 = Good, 8= Excellent, 10= Outstanding	10
Operations	Operations Support model / Deliverables	1= Poor, 3= Ave, 5 = Good, 8= Excellent, 10= Outstanding	10
Training	Training Approach / Plan / Deliverables	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 5= Outstanding	5
	Credentials (Global / India-specific / BFSI segment)	More than 10 Years' experience- 5 Experience between 10-5 Years Exp. =3 Less Than 5 Years=1	5
	Years of relevant experience in ISMS implementation and ISO 27001 certification projects	More than 10 Years' experience- 5 Experience between 10-5 Years Exp. =3 Less Than 5 Years=1	5
	Assurance provided on staffing	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 5= Outstanding	5
	Staff - Qualifications	1= Poor, 2= Ave, 4 = Good, 5= Excellent, 7= Outstanding	8
Proposal	Quality of proposal response	0= Poor, 1 = Good, 2= Excellent	3
	Quality of proposal presentation	0= Poor, 1 = Good, 2= Excellent	3
	Vendor experience in implementing and certifying ISMS as per ISO 27001 standard for PSU organizations and private organizations in BFSI	More than 2 PSUs and 3 BFSI organizations - 2 Upto 2 PSUs and 2 BFSI organizations =1 Less Than 2 organizations (PSU/Private BFSI) =0	3
Customer reference	Customer reference Feedback from existing customer	1= Poor, 2= Ave ,3 = Good, 4= Excellent	5
Implementation Approach	Approach fitment to technical specifications mentioned in Technical Specifications Workbook *	Will be calculate on the basis of technical parameter scoring from the technical bid	30
	Additional features or value additions of relevance provided by the Bidder	5 or more value additions=8, 3-5 value additions= 5, less than 3 value additions = 2	8

* “Approach fitment to technical specifications mentioned in” from the scoring matrix above will be calculated on the basis of score obtain from the technical bid submitted by bidder. The Bidder is required to submit the same in a separate **Technical Specifications Workbook** template which will be provided by ReBIT to interested bidders.

The **Technical Specifications Workbook** comprises of technical requirements against which Bidder is expected to mention a response in Yes/No along with more descriptive comments. Each affirmative response carries 1.5 points while a negative response carries 0 points, which is considered in the above table for determining the overall score of technical evaluation. (see Implementation Approach in above table)

ANNEXURE A: PERFORMANCE BANK GUARANTEE

Strictly Private and Confidential

Chief Executive Officer,
Reserve Bank Information Technology Pvt Ltd (ReBIT),
18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center,
Sector 30A, Vashi, Navi Mumbai - 400703

Dear Sir,

PERFORMANCE BANK GUARANTEE – RFP- ReBIT ISMS implementation and certification under ISO 27001 standard

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (Hereinafter, referred to as “the said Agreement”) with you (ReBIT) as detailed in the scope given in the RFP document, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price (TCO) of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

- 1 In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.

- 2 Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- 3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said Agreement.
- 4 We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said Agreement.
- 5 We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.
- 6 In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- 7 We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

9 If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (ReBIT).

10 This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

11 Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

12 We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure) ;
- This Performance Bank Guarantee shall be valid only up to (date, i.e., thirty (30) days after completion of the contract period) ; and
- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. thirty (30) days after completion of the contract period).

- This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2019.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.