



Static Application Security Testing (SAST) solution

REQUEST FOR PROPOSAL (RFP)

(February 2020)

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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 advises, implements and monitors internal or system-wide IT projects (both existing & new) of the Reserve Bank and manages critical IT systems of the Reserve Bank as mutually decided. It ensures the cyber security of RBI's IT systems through implementation of universal frameworks and best practices to manage cyber risk. ReBIT also assists RBI in the IT Systems examination and cyber resilience assessment of regulated entities, advises on emerging threats in cyber security, supports in cyber security incident analytics and undertakes cyber security risk assessments both for existing regulated entities and new entrants. ReBIT also engages with key stakeholders to promote best practices, engage in technology policy research and promotes innovation in use of technology.

2 Disclaimer & Disclosures

ReBIT has prepared this document to give background information to the interested parties for participating in the RFP process of “**Static Application Security Testing (SAST) Solution**” at our office situated at “Reserve Bank Information Technology Pvt Ltd (ReBIT), 502, Building No 1, MindSpace Juinagar, Nerul, 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 Objective of the RFP

The objective of this RFP is to enter into a contractual agreement with a successful Bidder and select a suitable vendor for the proposed Static Application Security Testing (SAST) Solution.

This RFP is not an offer by the ReBIT, but an invitation to receive responses from the

Bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised official(s) of the ReBIT with the selected Bidder.

The ReBIT reserves the right to reject or withdraw the RFP and no correspondence shall be entertained.

3.1 Schedule

The following is an indicative timeframe for the overall process. ReBIT reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected respondents during the process.

Activity	Scheduled Dates
Name of Project	Static Application Security Testing (SAST) Solution
Issue of RFP	17-Feb-2020
Last date and time for receipt of mail queries for clarification from	24-Feb-2020 by 04:00 PM
Availability of RFP documents	RFP document shall be available on the ReBIT website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app), (URL: https://eprocure.gov.in/epublish/app)
Date and time of Pre-Bid Meeting	28-Feb-2020 04.00 PM
Venue for Pre-Bid Meeting	(at ReBIT office meeting time to be communicated to interested bidder via email)
Last date to publish Meeting-cum-Addendum to the bid document	6-March-2020

Date & Time of Final Submission of Technical & Commercial Bids.	13-March-2020 04:00 PM
Date and Time of Technical Bid Opening	13-March-2020 04:30 PM
POC start date	To be communicated
Technical Bid Presentation by the Bidders Before the Committee	To be communicated
Commercial Bid Opening	To be communicated
Declaration of Final Result	To be communicated
All Queries to be mailed to	procurement@rebit.org.in

3.2 Definition of Terms

Definitions - Throughout this RFP, unless inconsistent with the subject matter or context:

1. Bidder / Service Provider - An eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submits the bid and the Earnest Money Deposit.
2. ReBIT/ Purchaser - Reference to "ReBIT", "the ReBIT" and "Purchaser" shall be determined in context of this RFP
3. Proposal/ Bid - the Bidder's written reply or submission in response to this RFP
4. RFP - the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the ReBIT.
5. Solution/ Services/ Work/ System - "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the RFP.
6. Project Cost - Project cost would be initial cost / software cost / development cost / customisation cost / installation cost/ commissioning cost / training cost / technical assistance cost & support cost (3 Years).
7. Authorised Signatory - The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder.
8. Change Management - Any request by the ReBIT that results in changes in the structure of the application or a new module is added would be considered as Change Management. Any minor changes required in the application such as

addition / deletion / alteration of a row / column / field, additional report, menu items will not be considered as part of Change Management and should be supported by the resident engineer (support engineer).

9. Man-day - 8 hours of work of a qualified person.

10. Week - 6 Calendar days.

11. T - Technical Score of the Bidder

12. THigh - The Bidder with the highest technical score shall be ranked as T1 and be considered as THigh for the techno-commercial score

13. C - The final price quoted by the Bidder.

14. CLow - The lowest Commercial Bid.

15. TC1 - The successful Bidder after the 'techno-commercial' Bidding process

4 Overview of the Static Application Security Testing (SAST) Solution.

4.1 Overview

Based on the contents of the RFP, the Bidder shall be required to propose a solution, which is suitable for the ReBIT, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. The ReBIT expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the broad provisions for the entire assignment and that the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available all such resources as may be required for the successful completion of the entire assignment at no additional cost to the ReBIT notwithstanding what is stated here and what is not stated.

The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the ReBIT. The ReBIT will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

The scope of the RFP is to implement Static Application Security Testing (SAST) Solution.

4.2 Scope of Work

1. Implement a Static Application Security Testing (SAST) Solution that complies with specifications mentioned in the "Technical_Specification"
2. The solution provider should supply, install, commission, integrate, train and support the Static Application Security Testing (SAST) solution with all required software. The equipment which will be quoted should not be in the list of end of support or end of life declarations by OEMs.
3. Provide testing of the same after installation.
4. Bidders should be ready to give 3 years application support from the OEM and maintain the solution for 3 years from the date of Acceptance. If, Bidder is unable to provide support for the said period then the Bidders shall upgrade the software with an alternative that is acceptable to ReBIT at no additional cost and without causing any performance degradation and/or project delays.
5. Bidder should bid for latest version with latest specifications as per requirements stated in the "Technical_Specification".

6. The solution provider should provide a detailed Plan of action (POA) for implementing the solution. It should include the approach, risk, benefits. Post approval of POA, solution provider should work with ReBIT's internal IT team to complete the integration with other tools
 - Source code repository
 - IDE (Integrated Developer Environment)
 - File server
 - Build tool
7. Provide updates/ upgraded version of software within subscription period.
8. Provide new vulnerability updates as and when released.
9. All critical/major vulnerabilities known till the time of implementation of the SAST tool should be remediated for the provided version or a risk sign-off taken from ReBIT.
10. Bidder should provide support for installation and configuration (migration) of SAST Tool from one system hardware (Physical Server / Virtual Server) to another hardware for one time during the period of this contract.
11. The Bidder should further provide the deliverables and sign off for each of the deliverables at various stages of customization and implementation.
12. Unlimited on call support and onsite support if the issue is not resolved through on call support within subscription period.
13. The tool will be procured by ReBIT and used to scan RBI and ReBIT applications.
14. The tool can be installed either at the ReBIT or RBI premise.

Acceptance: A one-month test period will be used by ReBIT to evaluate the selected Static Application Security Testing (SAST) solution. After the selected solution has been successfully tested and implemented, ReBIT and the Vendor shall agree on the start date of the Go-LIVE. If any issues/problems are identified during the test period and Security assessment (VAPT) of SAST tool, bidder has to fix the same without any additional cost to ReBIT.

1. The Vendor shall assign project manager and associated support personnel for this project.
2. Bidder shall submit the manufacturer/OEM authorisation letter to confirm that product/solution is delivered from Manufacturer/OEM and vendor is partner with OEM for the above scope of work and submit the same as part of the bid. This

agreement should include but not limited to the ownership of the activities, timelines and resources associated to the activities.

3. Each OEM should bid through only one bidder. OEM represented by more than one bidder shall be disqualified.
4. Termination of the Static Application Security Testing (SAST) Solution and Operations Services contract in case of any the following (but not limiting to):
 - Deficiency in the Static Application Security Testing (SAST) Solution in terms of performance based on daily operations, security investigation, uptime, reporting, enhancements, alerting, notifications, escalations, etc.
 - Breach terms & conditions in NDA, leakage of ReBIT's Intellectual Property due to misconfiguration, wrong configuration, no-action or limited action on available Threat Intelligence or threat advisories.
 - Deletion, modification, tampering of ReBIT's logs.
 - Non-adhering to regulatory compliance for ReBIT data.
 - Leakage of any confidential information.
 - In case of the bidder going insolvent, getting blacklisted, involvement in fraud, etc.
5. On termination of the project, the Bidder commits to provide all necessary support in handing over the project to new incumbent identified by ReBIT, handover all documentations, provide team support during the handover period and ensure a seamless and smooth transition.

4.3 Non-Functional Requirements

4.3.1 Backup and Archiving

1. There shall be a provision for taking backups and archive the replica of the systems' database and the application as well. There should be a provision of adequate Business Continuity Management (BCM).
2. The methodology for the backing up of data and its archival may be indicated.
3. The methodology or strategy used should be in alignment with ReBIT's Backup and Archival strategy.
4. The Application should have a capability for easy retrieval and restore of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.

4.3.2 Activity Log Management

There shall be provision for complete audit trail of all operations by the users. There shall be provision / functionality to track down all backend modifications as per assigned users' roles and responsibilities, if any by any user which can be retrieved and analysed to get the complete history of the issue. The vendor may take it as an input for redressal of the issue, if the same is application related.

4.3.3 Architectural Document Requirements

1. User manual
2. Deployment architecture for ReBIT
3. System/Application FAQs.
4. Backup and Restore of the tool configuration and database
5. Application upgradation and patches management document.

4.3.4 Security Requirements

1. Provide security in compliance with ReBIT security requirements to protect the confidentiality, integrity, and availability of the information systems.

2. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
3. Vendor will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by ReBIT.
4. Standards Benchmark – To ensure that all parties have a common understanding of any security issues uncovered, the independent organization that conducts the VAPT shall provide vulnerability rating's (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common Weakness Enumeration (CWE).

4.3.5 Guidelines for Maintenance and Support

1. Vendor should follow ReBIT policy on Change, Patch & Incident management process.
2. ReBIT will conduct dynamic application security testing of SAST tool for major/moderate critical changes before production implementation. All gaps identified will be fixed by vendor prior to go-live.
3. All exceptions to be documented and signed off by appropriate ReBIT personnel.
4. Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to the application should be disclosed.
5. Additional guidelines would be provided based on the support scenario that's decided between vendor and ReBIT.

4.4 Process & System Study

The Bidder is expected to study the RFP to gain an understanding of the current and proposed business processes in the ReBIT. The Bidder is expected to identify business process areas where the Bidder may need to obtain further understanding. The Bidder is expected to identify further process improvement opportunities.

The successful Bidder will be required to create a detailed System Requirement Specification document with the understanding. The SRS preparation team of the successful Bidder should be experienced, with full functional knowledge of the software. The ReBIT reserves the right to ask for replacement of any team member if the ReBIT feels he/ she is not adequately

qualified for the same. The SRS Document shall be signed off by the ReBIT on acceptance of the same.

Preparation of System Requirement Specification Document

The Bidder is expected to create System Requirement Specification (SRS) Document under the scope of the Static Application Security Testing (SAST) Solution implementation including all proposed interfaces and customisations involved. The System Specification Document shall be signed off by the ReBIT on acceptance of the same.

The Bidder may suggest amendments to the processes that would suit the product solution offered for a seamless integration and document the same to suit the proposed SAST application as envisaged in the Study Report. However, the objective and output of the process should not change. On acceptance of the final solution by the ReBIT, the Bidder cannot deviate from the agreed solution under any circumstance unless agreed by the ReBIT. The agreed solution shall be binding on the part of the Bidder and inability to deliver the solution may result in annulling the contract and the same being awarded to another vendor as per the decision of the ReBIT.

The ReBIT shall impose financial penalties or / and invoke the performance bank guarantee in such circumstances.

The Bidder is expected to prepare the System Requirement Specification Document containing the following details but not limited to:

1. Deployment architecture for ReBIT
2. User manual
3. System/Application FAQs.
4. Application upgradation and patches management document.
5. Test cases and test results documented before and after implementation.
6. Industry Best Practice Use cases and customization for ReBIT
7. Vendor support details and escalation matrix
8. OEM support details and escalation matrix
9. List of reports related directly/ indirectly to module(s)/ customisation/ interface
10. Backup and Restore of the tool configuration and database

4.5 Deployment

1. The Bidder's resources will be required onsite during the deployment phase.
2. Bidder is expected to provide user and technical documentation including Installation, Commissioning, Implementation, security check Manuals.

4.6 Testing (System Integration Testing and User Acceptance Testing)

1. The Bidder's resources will be required onsite during the testing phase.
2. The Bidder shall provide test plan, test cases and test results.
3. The ReBIT shall commence the User Acceptance Testing only after a formal confirmation that the system is ready for use
4. The Bidder should provide test cases for UAT for ReBIT's review. Upon finalisation of test cases, user acceptance testing will be started by the business users.
5. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Bidder. Any exceptions will have to be documented and signed off by the ReBIT.
6. The Bidder is expected to make all necessary modifications to the solution, customisations, interfaces, etc., if there are performance issues or errors identified during testing, which will be undertaken by REBIT officials. The Bidder will assist REBIT in preparing the test cases, including the test data. The Bidder will assist in conducting all the tests and comparing/ analysing the results. Any bugs identified will have to be rectified and subsequent patches/ versions will also have to be tested.
7. The testing also includes testing to ascertain whether the response time, the bandwidth usage & performance of the solution are as per the expectations of ReBIT and would involve an error free dry run of the customised solution and end-run simulation.
8. ReBIT shall accept the SAST Tool only after the critical or major Bugs are fixed.
9. The Bidder shall be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation / testing phases.
10. The Bidder shall be responsible for providing and updating system & user documentation as per the modifications.

4.7 Implementation

1. The implementation phase shall be deemed as completed in all respects only after
2. All applications (Minimum 5 applications) and services are implemented as per the intent of this RFP;
3. All functionalities mentioned in this RFP have gone live; and
4. All the related trainings are completed, and post training assessment carried out by the ReBIT

5. VAPT exercise shall be conducted by the ReBIT, it shall be the Bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the ReBIT during the contract period.

4.8 Training

1. The bidder is expected to define the approach that will be taken to train the resources on the technical aspects of the solution. The quality of the Bidder's approach to training shall form an integral part of the final evaluation and selection of the Bidder.
2. The training should include the architecture, software, integration, customization, deployment guidelines, troubleshooting reporting and other aspects of the solution (if applicable).
3. The Bidder should train ReBIT personnel for independent operation, creation of policies/rules, generation of reports, and analysis of the reports, troubleshooting and familiarization of features, policy configuration etc. post implementation
4. The Bidder should prepare the end-user manuals, FAQs and Admin Manuals.
5. The Bidder should submit detailed course content and provisional agenda along with the Bid.
6. Hands-on Training should be provided on annual basis through OEM certified trainers for minimum of 4 hours at least for 3 users.

4.9 Go-Live

1. Before the final Go-Live the Bidder has to complete the development/ customization of the application as per the Technical Specifications agreed with the ReBIT.
2. The Go-Live is an end-to-end responsibility of the Bidder who will manage total planning, hand holding support as per the scope of work.
3. Bidder should provide 30 Days of hand holding support post Go-Live.
4. On satisfactory performance of application post 30 days from Go-Live, ReBIT will issue Completion Certificate.
5. In case of the Go-Live delays by the Bidder the financial Penalty as per the ReBIT's discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the ReBIT and the successful Bidder.

4.10 Project Milestones

Milestones	Deliverables/Key Activities	Payment milestone
Issue of Purchase Order		
Signing of Agreement	Within 30 days of receiving the letter of offer (PO) from	NIL
Process & System Study	System Requirement Specifications (SRS) which includes items mentioned in Section 4.3	NIL
Deployment <ul style="list-style-type: none"> • Setting of up test environment at REBIT 	<ul style="list-style-type: none"> • User and Technical documentation including Installation, Commissioning, Implementation, security check Manuals. • UAT sign off 	NIL
Implementation	<ul style="list-style-type: none"> • VAPT Compliance sign off • Completion of ReBIT audit • Fixing observations • Completion of Security risk assessments 	NIL
Training	<ul style="list-style-type: none"> • User and Technical Documentation • Client Training Feedback from Users • Client Handbook • E-Learning 	NIL

Go Live	<ul style="list-style-type: none"> Go-Live certificate 	100% of subscription cost.
After GO-Live of 30 days	<ul style="list-style-type: none"> Project completion certificate 	100% of Implementation and training cost.
Support Period of 3 Years	Submission of Quarterly Call Reports	Support Cost will be paid on Quarterly basis, equally divided in 12 quarters. Support Cost will be paid at the beginning of each quarter for the support provided for previous quarter.

4.11 Post Implementation

The post implementation period will start after 30 days of successful “Go-Live” of the project. Post implementation will be from the day for issue of Project Completion Certificate by the ReBIT.

4.11.1 Incident Management and Response Management

The Bidder should define various categories of incidents and response times for resolution of the same. These should be commensurate with the service levels requirement specified in the RFP. The Bidder should also define an escalation matrix for escalation of incidents in the event that it is not resolved within the defined time frame. The Bidder should also provide periodic reports to ReBIT detailing the various incidents reported divided category wise along with steps taken to resolve the same and response time for the same.

4.11.2 Change Management

1. Post-Implementation, any request by the ReBIT that results in changes in the structure of the application and / or a new module is added, and which requires considerable effort for customisation would be considered as part of Change Management. Any minor changes required in the application such as upgrade, Patch Management, Security patches, bug fixing, additional report and application maintenance items will not be considered as part of Change Management. The vendor should maintain records of all such changes made in the application with a proper audit trail and time-stamp. There should be an appropriate roll back mechanism which is identified and tested if changes are not successful. The ReBIT would initiate or invoke penalty clause in case of repeated roll-back of change request (more than 2 roll backs).
2. Any standard functionality available in the proposed Static Application Security Testing (SAST) Solution would not form part of the Change Request submitted by the Bidder. Bidder should provide and implement any security patches/ upgrades/ updates for Software/ OS/ Middleware etc. as and when release by the Vendor/ OEM or as per requirements of the ReBIT and the same shall not be included as a part of change management. Bidder should bring to notice of the ReBIT all release /version change. Bidder should obtain a written permission from the ReBIT before applying any of the patches/ upgrades/ updates in UAT or live environment.
3. The procedure that would be adopted for evaluating Change Requests will be mutually agreed between ReBIT and the vendor.
4. The Bidder is required to develop a change management methodology to ensure all application changes and technical changes (after go-live), are reviewed, tested, approved, implemented, and verified post implementation.
5. All change requests should be documented and should have a numerically assigned number in sequential order.
6. Changes should be implemented in a controlled manner and should be tested in the test (non-production) environment prior to implementation. The impact of technical changes on application environment should also be performed. Dependencies of changes should be documented.
7. A release schedule should be maintained for all changes, so as to provide minimum disruption to business services. The Bidder will be required to perform analysis of change requests to review frequently occurring issues, trend analysis, and an analysis report to be provided to the ReBIT along with a summary report.
8. The Bidder should quote the unit costs (man day charges) for affecting the Change Management Requests.

5 Payment Terms

Bidder will provide with the detailed cost sheet in INR as per the Annexure Q. The component wise payment will be as mentioned below:

Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).

After ReBIT has received a valid invoice, ReBIT shall remit payment within thirty (30) days from the date the invoice was received and accepted.

5.1 Other Payment Terms

1. Payment for licences consumed subsequently will be done as per the license rate (unit rate) shared by the Bidder as response to this RFP.
2. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from ReBIT.
3. The successful Bidder will have to incur the stamp duty for franking of contract documents. The stamp paper and franking needs to be done in Mumbai only.
4. Any objection/ dispute to the amounts invoiced in the bill shall be raised by ReBIT within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the ReBIT will make payment within thirty (30) working days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire project period and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
5. The Pay-outs towards Support Cost shall be on a quarterly basis and penalty shall be deducted from the next quarterly pay-out.
6. The fees payable by the ReBIT to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), transportation, installation, that may be levied, imposed, charged or incurred and ReBIT shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. ReBIT shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.
7. Any variation (upward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by the ReBIT. Any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price, the benefit will be passed to the ReBIT and adjusted in the payment milestones. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the ReBIT will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

8. If the ReBIT has to pay taxes for any of the items or supplies made in terms hereof by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the ReBIT has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder fails to reimburse the amount within a fortnight, the ReBIT shall adjust the amount out of the payments due to the Bidder from ReBIT along with the interest calculated as per the tax rate prevailing at the time of actual payment.
9. Terms of payment indicated in the Contract that will be issued by ReBIT to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the ReBIT on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the ReBIT and that the Invoice would be governed by the terms contained in the Contract concluded between the ReBIT and the Bidder". Bidder should ensure that the project should not suffer for this reason.

The Bidders should note that the contract entered with the successful Bidder will be for implementation and post go-live period of 3 years, extendable at the ReBIT's discretion. The ReBIT will have the right, in its sole discretion to renegotiate the prices/ terms and conditions.

6 Service Level Agreement

ReBIT expects that the Bidder shall be bound by the Service Levels described in this document for Static Application Security Testing (SAST) Solution application.

6.1 Definitions

1. Service Levels are calculated based on the “Business Utility” of the solution, which is described as the ratio of “System Available for Actual Business Hours” to the “Scheduled System Availability for Business”.
- 2.

$$BU (\%) = \frac{S_{BOH}}{S_{BDT}} * 100$$

3. Where BU = Business Utility, SBOH = Scheduled Business Operation Hours, SBDT = Business Downtime
4. The “Scheduled Business Operation Hours” for a given time frame are calculated after deducting the planned downtime which can be taken on the system only with prior notice to ReBIT and with mutual consent of ReBIT and the Bidder.
5. “Business Downtime” is the actual duration for which the system was not able to service ReBIT or the Clients of ReBIT, due to System or Infrastructure failure as defined by ReBIT and agreed by the Bidder. The "Business Downtime" would be calculated on daily basis and for all performance appraisals, the daily downtime would form part of core measurement for assessment/ escalation/ penalty, etc."
6. The “Working Hours” in 1.a would be from 9:30 AM to 6:30 PM from Monday to Friday. Further, ReBIT expects the Bidder to recognize the fact that ReBIT might work in extended hours to provide the expected customer service as well as for statutory reporting.
7. “Business Operation Hours” shall be “One Hour” prior to the start of “Working Hours” and would end “One Hour” after “Working Hours”. “Business Operation Hours” for Data Centre and Disaster Recovery Centre would be same.

6.2 Purpose and Objective of SLA

ReBIT intends to enter into a Service Levels Agreement (SLA) with the successful Bidder in order to provide complete utility of the service that could be provided to ReBIT once the “Static Application Security Testing (SAST) Solution” Application” is in place.

The SLA shall be included in the contract agreement as mentioned in the document and identifies the expectations of ReBIT and defines the Scope and Boundaries for the successful Bidder to provide maximum “Business Utility”.

Any issue could be classified under the following four categories:

1. **Level 1:** The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most of the critical services to all the ReBIT, Regulated entity offices and external institutions having an access.
2. **Level 2:** The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the ReBIT, Regulated entity offices and external institutions having an access.
3. **Level 3:** The identified issue has normal impact on the Business and needs to be addressed at the earliest. This level would typically correspond to issues which result into disruption of one or more services to one or more but not all ReBIT, Regulated entity offices and external institutions having an access.
4. **Level 4:** The identified issue has almost no impact in terms of Business. However, issue needs the attention of the Bidder and shall be fixed on lesser priority.

It is expected that the Bidder provides an immediate solution/ work around for “Show Stopper” issues so that ReBIT can continue to function normally and then register the issue on priority by conducting a “Root Cause Analysis”.

6.3 Service level Agreements (SLA)

The Bidder is expected to take care of the systems by covering them under the contract period

Sr. No.	Criticality	Response Time (Ack the problem)	Time to Recovery (TTR) / Resolution Time
1	Level 1	1 Hour	4 Hours
2	Level 2	1 Hour	8 Hours
3	Level 3	2 Hours	1 Working Day
4	Level 4	4 Hours	3 Working Days

TTR shall be computed as total downtime per month. The TTR values given in the above table therefore, define the maximum acceptable downtime in the specified time and conditions. A failure that does not result into a level 1 or level 2 incident considered as level 3 and level 4, is still required to be resolved by the Bidder in maximum 1 and 3 working days.

Service Degradation is a scenario where the service quality degrades for a continual period by more than 20% of expectation at any point (measured in terms of response time).

6.4 Penalties

Business Utility and Business Downtime would be the key considerations for determining the “Penalties” that would be levied on the Bidder for “Non-Adherence” to the SLA for the Services offered.

The inability of the Bidder to provide the requirements as per the scope or to meet the deadlines as specified would be treated as breach of contract and invoke the Penalty Clause. The maximum limit on the penalties during the period of contract shall be 10% of the total contract value.

The applicable “Penalties” would be the same irrespective of the root causes.

Criticality -> Elapsed Time of unavailability for end users	Penalties in (INR)
Up to 8 hours	NILL
Up to 24 hrs	2.5% of the total year support cost
Greater than 24 hours	5% of the total year support cost.

The Pay-outs shall be on a quarterly basis and penalty shall be deducted from the next quarterly pay-out (support cost).

6.5 Penalties for Delayed Implementation

The successful Bidder is expected to complete the responsibilities that have been assigned as per the specified time frame.

In case of the Rollout delays by the Bidder the financial Penalty as per the ReBIT’s discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the ReBIT and the successful Bidder.

7 Evaluation Process

7.1 Objective of Evaluation Process

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 the ReBIT which consists of senior ReBIT officials and external experts. The decision of the ReBIT regarding the evaluation and selection of the Bidder would be final.

For the purpose of the evaluation and selection of Bidder for the Static Application Security Testing (SAST) Solution project implementation, a three-stage evaluation process will be followed.

1. Minimum eligibility criteria:
2. Technical Bid Evaluation:
3. Commercial Bid Evaluation:

7.2 Minimum Eligibility Criteria

First of all, the Bidder has to comply with the minimum eligibility criteria as per Annexure L to qualify to participate in the Technical Bid evaluation process. Those Bidders who qualify the pre-qualification criteria (Minimum eligibility criteria) will only be eligible to participate in the 'the Technical Bid' and 'the Commercial Bid' process.

Sr No	Eligibility Criteria	Documentation Required
1	The Prime Bidder should be a Company registered under the Companies Act of India or LLP / firm registered under the respective Acts of India. The other entity should be a company registered under the Companies Act in India or equivalent	Applicable tax registrations (PAN, GST etc.) supported by documentary evidence. Documents evidencing registration with the Registrar of Companies (ROC)/Firms, as the case may be, should also be submitted.
2	The Bidder should have a positive net worth and profit (after tax and partner disbursements - applicable to partnership firms only) making company in each of the three (3)	Audited financial statements indicating the net profit and the net worth for the three years as required set forth in the eligibility criteria.

Sr No	Eligibility Criteria	Documentation Required
	financial years, i.e. 2016- 17, 2017 - 18 and 2018 - 19 (or Calendar year 2016, 2017 and 2018)	OR Auditor / Chartered Accountant Certificate
3	<p>Bidder should have completed at least 3 projects worth cumulative of at least 50 Lakhs INR, in last 3 years, for Indian Clients.</p> <p>The name of the Bidder (SI and/ or OEM) needs to be in sync with the credential letters / contract copies, exceptions will be made in case of divesture, M&A</p>	<p>A) Bidder to submit documentary evidence such as satisfaction/ credential letter from the client clearly stating the scope of work and project value</p> <p>OR</p> <p>Completion letter from the client indicating the scope of work executed by the Bidder and the project value</p> <p>B) Contract Copy between the Bidder and its client and documentary evidence proving project value</p> <p>The onus of proving the credential via documentary evidence will fall on the Prime Bidder.</p> <p>In case, the Prime Bidder is unable to provide any of the above, it will be the ReBIT's discretion to evaluate the claim in this regard.</p> <p>Note: Only completed assignments will be evaluated. Projects under implementation or not completed for any reason will not be evaluated.</p>

Sr No	Eligibility Criteria	Documentation Required
4	The Bidder(s) (SI and OEM) should not be currently blacklisted by any financial regulator in India or abroad.	A self-declaration from the SI and OEM on the company letter head stating that the company is not barred by any regulator by any financial institution / regulator in India or abroad.

All documentary evidence should be duly signed and stamped by the Bidder.

Note: The Bidder should submit relevant documentation supporting the above eligibility/qualification criteria. 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.

7.3 Technical Bid Evaluation

The Bidders have to submit ‘the Technical Bid’ and ‘the Commercial’ Bid at the same time in separate emails.

The Bidder has to submit ‘Technical Bid’ keeping in view the information / criteria mentioned in Section 2 and 3 of these documents by the date and time stipulated in [Schedule](#).

‘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 ‘Technical Bids’ will be opened on the date mentioned in the [Schedule](#).

“Must Have” requirement in the “Technical_Specification” is a knockout criterion.

It is mandatory to score a minimum cut-off marks of 80%, which will be determined by the Committee.

The Bidder scoring the highest technical score will be ranked as T1 and so on. Bidders who do not achieve the cut-off on any of the parameters as determined by Committee will be disqualified from the bidding process further. However, the Committee reserves the right to relax any of the parameters if the need arises.

Those bidders who satisfy the 80% cut-off will be called for the Technical Presentation

1. Bidder should score minimum 80% in technical specification score.
2. The ReBIT shall disqualify any Bidder who does not achieve the cut-off of 80% of the technical evaluation score.
3. Top 5 Bidders who have cleared the cut off in Technical Specification score, are required to execute their proposed solution on the Source Codes (one sample of source code), which will be shared by ReBIT. Post execution of Tool, Bidders are required to share their findings / reports, identifying the total number of vulnerabilities observed, total number of false positives and total number of true positives. It is to be noted that the number of false positive reported by the Tool should not exceed 20% of the total number of vulnerabilities observed and also, number of true positive should not be less than 80% of the total number of vulnerabilities reported by the Tool. 10 Marks grade scoring (Actual POC Score) will be awarded for this activity.
4. Further, Top 5 Bidders who have cleared the cut off in technical specification score and completed Actual POC, will be invited for presentation. 10 Marks grade scoring (Presentation Score) will be awarded for presentations. Results of Actual POC is to be presented as one of the Agenda point in the presentation.
5. The total score of Technical specifications score, Presentation score and Actual POC Score will be considered as technical evaluation score.
6. The Bidder with the highest technical evaluation score shall be declared as T1.

7. These top 5 Bidders based on technical evaluation score will be invited for commercial bid.
8. However, it is the ReBIT's discretion to ask for any additional documents, inputs or proof of concepts at later point of time for the purpose of Bidder evaluation.

7.3.1 Scoring Methodology for Technical Solution

1. The Technical specifications covered in the Software components that are proposed by the Bidder as part of the solution.
2. Technical_Specification template is comprised of "Must Have" and "Good To Have" requirements. "Must Have" requirement will carry weightage of 7 and is a knockout criterion and "Good To Have" requirement will carry weightage of 4.
3. The Bidder would be invited to ReBIT to make a presentation pertaining to the proposed Total Solution Sizing which would be evaluated by the ReBIT's expert committee (may comprise of external as well as internal personnel).
4. The ReBIT at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in the ReBIT's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the ReBIT.

7.3.2 Disqualification Parameters in Technical Bid Evaluation

1. Commercial Bids of only those Bidders who qualify the technical evaluation shall be opened.
2. Commercial Bids of the other Bidders shall not be opened and their Earnest Money Deposit (EMD) shall be returned.
3. If only one Bidder qualifies, the ReBIT at its discretion may select more than one Bidder for commercial evaluation.
4. The ReBIT at its discretion may reject the proposal of the Bidder without assigning any reason whatsoever, if in the ReBIT's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the ReBIT.
5. The ReBIT at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in the ReBIT's opinion, the Bidder could not present or demonstrate the proposed solution as described in the proposal.

7.4 Commercial Bid Evaluation

Commercial bids of only those Bidders who qualify the technical evaluation criteria shall be opened. The Bidders will have to submit the Commercial bid in the attached format – Annexure Q.

All the prices quoted shall be in Indian Rupees. The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately.

In the third stage of evaluation, the commercial bid submitted by the Bidders will be opened and thereafter, top 5 Bidders who have qualified in the Technical evaluation process shall be invited to participate in Commercial bidding process.

In deciding the final selection of qualified bidder, the technical quality of the proposal will be given a weightage of 80% on the basis of criteria of technical evaluation.

The proposal with the lowest cost will be given a final score of 100 and the other proposals will be given financial scores that are inversely proportional to their prices. For the purpose of finding out L1 (lowest cost), Total amount calculated after adding the “TCO” + “TCO (Optional)” will be taken into consideration.

The commercials shall be allocated a weightage of 20%. The top vendor based on this techno-commercial evaluation will be awarded the contract subject to signing of the subsequent work contract and Non-Disclosure Agreement between both the parties.

if final selected qualified bidder revoke his bid, ReBIT will offer the same to next lowest bidder and so on.

Post selection of the Bidder, the ReBIT shall return the Earnest Money Deposit (EMD) to the unsuccessful Bidders within 15 days of formal declaration of results.

ReBIT may call for any clarifications / additional particulars required, if any, on the Pre-qualification / 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.

ReBIT reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

The TCO for the purpose of commercial evaluation shall be arrived. The Bidder is expected to provide the costs that shall be charged to ReBIT on a yearly basis for the duration of the contract, i.e. three years. Commercial bid valuation shall be considered as below in case of

any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. If there is discrepancy between unit price and total price, the unit price shall prevail
4. Where there is a discrepancy between the phase-wise quoted amounts and the total quoted amount, the phase-wise rate will govern unless, in the opinion of REBIT, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
5. If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT

8 Bidding Process

8.1 Instructions for Bid Submission

6. 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.
7. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted. The Bidders will need to submit the Technical and Commercial Bids on the same day as mentioned in the RFP Schedule. All bids should be unconditional.
8. The Bidders must ensure that the Non-disclosure agreement (NDA) is signed by the Bidder's Authorised Signatory. Relevant documentary evidence authorizing the authorised signatory to sign must be uploaded along with the technical bid. Proposals without a signed NDA (Annexure H) will be rejected.
9. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the bidding process.
10. Receipt of the bids shall be closed as mentioned in the RFP Schedule.
11. The technical bids will be opened as mentioned in RFP Schedule.
12. This RFP process shall be administered through the e-procurement portal.
 - The authorised signatory representing the bidder shall digitally sign all proposal documents uploaded on the e-procurement portal.
 - In case of any failure in submission of bids on e-procurement portal only then ReBIT will accept the manual submission of bids at the below mentioned address. However there will be no extension or change in the bid submission date and time.

Reserve Bank Information Technology Private Limited, 502, Building No
1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706

8.2 General Guidelines

1. The offers should be made strictly as per the formats specified.
2. The Bid should not contain any erasures, over-writings or corrections using whiteners. Any corrections to be made would be by striking through the content being corrected and duly authenticating the corrections.
3. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
4. No rows or columns of the bid should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
5. The ReBIT may at its discretion abandon the process of the selection of Bidder any time before notification of award.
6. The Bidders may note that no information is to be furnished to the ReBIT through e-mail except when specifically requested. ReBIT can seek clarification/ information from the Bidder if required.
7. It may be noted that all queries, clarifications, questions, related to this RFP, technical or otherwise, should be by email only to the designated email id procurement@rebit.org.in. For this purpose, communication to any other email id or through any other mode will not be entertained.
8. The ReBIT reserves the right to pre-pone or post-pone the pre-bid meeting date. However, Bidders will be informed of the revised date of pre-bid meeting in advance to submit their queries to the ReBIT seeking clarification.
9. The bids will be opened in the presence of authorised representatives of the Bidders. However, the representative of the Bidder has to produce an authorisation letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. A maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled date/time at the sole discretion of the ReBIT.

8.3 Pre-Bid meeting

1. The ReBIT will schedule a pre-bid meeting after the RFP is issued.
2. Any pre-bid queries can be sent to the designated email id procurement@rebit.org.in till the date and time mentioned in the RFP timeline will be formally responded to and questions/points of clarification and the responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking points of clarification will not be revealed. Alternatively, ReBIT may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.

3. The ReBIT reserves the right to pre-pone or post-pone the pre-bid meeting date and/or change its venue. The Bidders will be informed of any changes to the date / venue of pre-bid meeting on the ReBIT website in advance to submit their queries to the ReBIT seeking clarification.
4. All points discussed during the pre-bid meeting, if need be, may be posted on the ReBIT website along with their responses.
5. For the pre-bid meeting, Bidders are required to inform the ReBIT at least a day in advance via procurement@rebit.org.in with participant details such as name, details of electronic devices if any, company name and mobile number and the authorized representatives shall produce the original authorization letter.
6. No queries will be entertained after the Pre-Bid meeting.
7. The ReBIT reserves the right to pre-pone or post-pone the date for the walkthrough and/or change its venue. The Bidders will be informed of any changes to the date in advance.

8.4 Clarification on the Bid Document

1. For any clarification with respect to this RFP, the Bidder may send an email to procurement@rebit.org.in. The format to be used for seeking clarification is mentioned in relevant Annexure R.
2. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
3. Email for clarification may be submitted to the ReBIT as per the date and time mentioned in the RFP timelines and clarifications for such queries shall be provided by the ReBIT or its representative in the pre-bid meeting. Request for clarifications after pre-bid meeting will not be entertained.
4. Bidders Queries Pro-forma (as given in Annexure R for Bidders queries) should be emailed to the ReBIT only on the designated email ID procurement@rebit.org.in
5. Bidders should provide their email address in their queries without fail since replies from the ReBIT will be by emails only.

8.5 Amendments to Bid Document

1. Amendments to the Bid Document may be issued by the ReBIT for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, prior to the deadline for the submission of bids, which will be placed on the ReBIT website.
2. The amendments so placed on the ReBIT website will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, the ReBIT may at its discretion extend the deadline for submission of bids.

8.6 Technical and Commercial Bid

1. Technical Bid:
 - The Technical Bid section shall contain duly signed documents/items as mentioned in the Submission Checklist (Annexure A).
2. Commercial Bid:
 - The commercial bid shall contain duly filled up forms/ documents/ instruments given in the Annexes mentioned below:
 - Compliance Certificate Commercial Bid Form (Refer Annexure P)
 - Commercial Bid Format (Refer Annexure Q)
3. The pages of the technical and commercial proposals should be properly numbered.
4. The bid responses should include Copy of the Bid document along with all clarifications released by the ReBIT duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word format. The email address, Postal/courier address and phone / fax numbers of the Bidder shall also be indicated.
5. Only single submission of response to RFP by each Bidder / respondent will be permitted.
6. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by the ReBIT, form part of the final contract between the ReBIT and the selected Bidder. Bidder is requested to attach a letter from an authorised signatory attesting the veracity of information provided in the responses in the Annexure D Confirmation to Deliver. Unsigned responses would be treated as incomplete and are liable to be rejected.
7. The authorised signatories of the Bidder should initial on all pages of the technical and commercial proposals. Submission Checklist can be used as a checklist.

8.7 Bid submission

Three envelopes are required to be submitted by the bidder

1. EMD envelope – Demand Draft (DD) or Bank Guarantee(BG)
2. Technical Bid envelope
3. Commercial Bid envelope

Technical Bid: In separate sealed envelopes in the format as specified in Annexure – C “Technical Bid Form” of this RFP, clearly marked as “Technical BID – RFP for ReBIT Static Application Security Testing Solution”

Commercial Bid: The bidder must submit commercial bid in separate sealed envelopes in the format as specified in Annexure – P “Commercial Bid Format” of this RFP, clearly marked as “Commercial BID - RFP for ReBIT Static Application Security Testing Solution”

Technical bid, Commercial bid should be submitted as per the timelines stated in Section 3.1 “Schedule”. In a sealed envelope with both technical and commercials (in separate envelopes) clearly marking Tender submission - RFP for ReBIT Static Application Security Testing Solution”

All bids must reach before the RFP timelines at the below address:

The Chief Executive Officer

Reserve Bank Information Technology Pvt Ltd. (ReBIT),

502, Building No 1, Mind Space Juinagar,

Nerul, Navi Mumbai – 400706.

Any responses received after due date and time are liable to be rejected. Responsibility rests with the Bidder or to see that their RFP response is received on time. Any responses or bid submission received after due date and time are liable to be rejected.

8.8 Period of Bid Validity

The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

8.9 Format and Signing of Bid

The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. All pages of the bid documents except brochures if any are to be signed by the authorised signatory. All the pages of the bid should be serially numbered.

Forms with respective Power of Attorney should be submitted and signed by the authorised signatory. Unsigned bids would entail rejection of the bid.

8.10 Acceptance or Rejection of Bid

The ReBIT reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

8.11 Duration and Condition of Engagement

1. ReBIT shall engage and appoint the successful Bidder to provide services as mentioned in this document and in consideration of remuneration payable by ReBIT to the Bidder. Post go-live there shall be an acceptance period of 30 days to ensure that all bugs are fixed. Subsequently the ReBIT shall issue an Acceptance Certificate to the Bidder. This shall mark completion of the implementation phase of the Static Application Security Testing (SAST) Solution.
2. The ReBIT will reserve the right to terminate the services of the successful Bidder at any point of the Project (during the implementation phase and post go-live) without assigning any reasons. In such cases the ReBIT may consider making payment commensurate with the last completed phase.
3. Information collected or provided to the Bidder would be confidential and shall not be used by him for any other purpose. The work/study carried out by the Bidder would be the sole property of the ReBIT. The successful Bidder will sign a confidentiality agreement with the ReBIT.
4. At no point should Bidder use the name of the ReBIT without prior written permission as a reference or to advertise itself in anyway.

8.12 Cost of Proposal

The Bidder shall bear any, and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. ReBIT shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. If selected, the Bidder at his own expense will register the contract agreement by paying the appropriate amount of stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value. For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the Purchaser is:

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai – 400706.

9 General Instructions

Bidders must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by ReBIT. However, whilst fully complying with the RFP requirements, Bidders are

encouraged to provide any suggestions and solutions that may achieve a more cost-effective value-for-money approach to fulfilment of requirements.

1. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this RFP will be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions provided in this RFP.
2. Any Proposal submitted will be regarded as an offer by the Bidder and not as an acceptance of an offer/proposal by ReBIT. This RFP does not commit ReBIT to award a contract.
3. The Bidder, selected for the solution, will have to enter into a contract directly with ReBIT. The contract will contain various terms and conditions including payment, delivery, installation & operationalization, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance. All the diagrams, drawings, specifications and other related literature & information, provided by the Bidder for the solution and agreed to by ReBIT, will also form a part of the agreement.
4. Bidders are required to complete, sign and submit in the required number of copies the formats given in the Submission Checklist as given in Annexure A.

9.1 General Terms and Conditions

1. The term of this Bidder assignment is for a period 30 Days from successful go-live or from the date of acceptance from the ReBIT or such extended period as may be mutually agreed up on.
2. Adherence to terms and conditions: The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such Bidders will be disqualified and will not be considered for the selection process.
3. Execution of MSA: The Bidder should execute a Master Service Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the ReBIT.
4. A declaration may be given by the Bidder stating that "No relative of the Bidders is working in the ReBIT ". If anyone working in the ReBIT is related to the Bidders, the name, designation and the department where the person is posted may be given. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and performance ReBIT guarantee will be invoked. The company or firm or the person will also be debarred for further participation in the concerned unit.
5. The relatives for this purpose are defined as: -
 - Members of a Hindu undivided family (HUF).
 - Husband and Wife.
6. If one is related to the other in the manner as Father (includes step father), Mother (includes step mother), Son(s) (includes step son) & Son's wife (daughter-in-law), Daughter(s) (includes step daughter) and Daughter's husband (son-in-law), Brother(s) (includes step brother) and Brother's wife, Sister(s) (includes step sister) and Sister's husband (brother-in-law).

9.2 Language and validity of Proposal

The Proposal, as well as all related correspondence exchanged by the Bidder and ReBIT, shall be written in English language only. The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

9.3 Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify ReBIT against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

If ReBIT is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees. The Bidder shall also be liable to indemnify ReBIT, at its own cost and expenses, against all losses/ damages, which ReBIT may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

9.4 Cancellation of Contract and Compensation

ReBIT reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by ReBIT if the progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory for any reason. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ReBIT may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will survive even where, for any reason, the contract is cancelled. ReBIT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking ReBIT Guarantee, if any, under this contract or any other contract/order.

9.5 Earnest Money Deposit

Bidder will submit demand draft/PBG/pay order drawn in favour of ReBIT payable at Mumbai towards **Earnest Money Deposit (EMD) for Rs. 25,000/- (Rupees Twenty-Five Thousand only)**. The EMD of unsuccessful Bidders shall be returned within 15 days from the declaration of the disqualification of the respective Bidder. No interest shall be paid on the EMD. The EMD of the successful Bidder shall be returned after the successful Bidder furnishes the Performance ReBIT Guarantee. Offers made without the Earnest money deposit will be rejected. The amount of Earnest money deposit would be forfeited in the following scenarios:

1. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
2. In case the successful Bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or
3. In case the successful Bidder fails to provide the performance bank guarantee within 30 days from the date of placing the order by the ReBIT or signing of the contract, whichever is earlier, for any reason whatsoever.

9.6 Partnering with the Original Equipment Manufacturer (OEM)

It will be the sole responsibility of the Bidder to get the proposed technical solution vetted by the OEM as part of the response, if he is not the OEM; and submit a copy of the same to the ReBIT confirming their partnership regarding the implementation of the project. The Bidder should collaborate with the OEM at all stages of the Solution implementation to the satisfaction of the ReBIT. The Bidder needs to adhere to the project timelines at all costs irrespective of any constraint being faced by the OEM. The bidder will be responsible for any loss, damage, late-payment, penalty arising out of non-fulfilment of obligations by OEM. If required, bidder required to execute the tripartite agreement with ReBIT to ensure bidder and OEM role and responsibilities are taken care properly to meet the committed SLA and uptime.

9.7 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 the Purchaser 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.

9.8 Confidentiality Undertaking and Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder shall sign and execute this Non-Disclosure Agreement before the execution of this Contract. The Bidder shall submit the confidentiality undertaking given under section in Annexure H.

The Non-Disclosure Agreement is required to be signed by both parties i.e. the ReBIT and the Bidder.

9.9 Expenses incurred by successful Bidder on the project

1. Expenses: It may be noted that the project office from where the project shall be managed and implemented shall be established in ReBIT premises and the Datacentres. The ReBIT will not pay any amount /expenses /charges /fees /travelling expense /boarding expenses /lodging expenses /conveyance expenses /out of pocket expenses other than the "Agreed Professional Fee".
2. However, travelling, boarding and lodging expenses, if any, for site visits (not including travel to the Datacentres) for project related work will be discussed with the ReBIT as to the need, duration, number of personnel involved, mode of transport and will have to be cleared by the ReBIT in advance in writing.

9.10 Evaluation and Comparison of Bids

Only bids from Bidders meeting the defined requirements and submitting complete and responsive bids will be processed to the stage of being fully evaluated and compared. The evaluation criteria shall be based on the requirements, stated in this document.

9.11 Notification of Awards

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to:

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai - 400706

9.12 Authorised Signatory for signing the contract

The selected Bidder shall indicate the authorised signatories who can discuss and correspond with the ReBIT, with regard to the obligations under the contract. The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder.

The Bidder shall furnish proof of signature identification for above purposes as required by the ReBIT.

9.13 Signing of Contract

The Bidder shall be required to enter into a contract/MSA (Master Services Agreement) with ReBIT, within 30 days of the award of the bid or within such extended period mutually agreed by both parties.

9.14 Vicarious Liability

The Bidder shall be the principal employer of the employees engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees of the Bidder shall be paid by the Bidder alone and the ReBIT shall not have any

direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees. The Bidder shall agree to hold the ReBIT, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the ReBIT through the action of Bidder's employees.

9.15 Non-Payment of items/activities fees

If any of the items/activities as mentioned in the price bid and as mentioned in Commercial Bid are not taken up by the ReBIT during the course of this assignment, the ReBIT will not pay the items/activities fees quoted by the Bidder in the Price Bid against such activity/item.

9.16 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the ReBIT.

9.17 Non-Solicitation

The Bidder, during the term of the contract and for a period of one year thereafter shall not without the express written consent of the ReBIT, directly or indirectly:

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the ReBIT in rendering services under the contract; or
2. Induce any person who is / have been an employee or associate of the ReBIT at any time to terminate his/ her relationship with the ReBIT.

9.18 No Employer-Employee Relationship

1. The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, / be deemed to have any employer-employee relationship with the ReBIT or any of its employees /officers / staff / representatives / personnel / agents.
2. A self-declaration is required from the Bidder as part of the technical bid.

9.19 Subcontracting

The Bidder shall not subcontract or permit anyone other than its personnel and the parties enlisted in the response to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the ReBIT.

9.20 Other Terms

1. ReBIT may at its discretion abandon the process of the selection of Bidder any time before notification of award without assigning any reason whatsoever.
2. The bids will be opened in the presence of authorised representatives of the Bidders. However, the representative of the Bidder has to produce an authorisation letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. Only maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of ReBIT.
3. ReBIT reserves the right to select the next most responsive Bidder if the first most responsive Bidder evaluated for selection fail to result in an agreement within a specified time frame.
4. During the assignment, the substitution of key staff such as Project Manager, Team Leader etc. identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of ReBIT by providing other staff of same level of qualifications and expertise. If ReBIT is not satisfied with the substitution, ReBIT reserves the right to terminate the contract and recover whatever payments made by ReBIT to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, ReBIT reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by ReBIT) during the course of assignment.
5. The Bidders, who involve in any form of lobbying/ influencing/ canvassing etc., in selection process will be disqualified.
6. The selected Bidder shall indicate the authorised signatories who can discuss and correspond with ReBIT, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with ReBIT. The Bidder shall furnish proof of signature identification for above purposes as required by ReBIT.
7. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of ReBIT.

8. The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with ReBIT or any of its employees/officers/ staff/representatives/ personnel/agents.

9.21 Proposal Response

Only one Submission of response to RFP by each Bidder / respondent will be permitted. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Bidder. In such cases, the person/s signing the bid should initial such corrections.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in ejection of the bid. The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the Bidder. All pages of the tender documents except brochures, if any, are to be properly numbered, stamped and signed by the authorised signatory. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily.

At no point should Bidder use the name of ReBIT without prior written permission to advertise itself.

If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by ReBIT, form part of the final contract between ReBIT and the selected Bidder.

9.22 Disclaimer

ReBIT and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or

damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ReBIT and/or any of its officers, employees.

10 List of Abbreviations

Sr No	Short Form	Names
1	SAST	Static Application Security Testing
2	ReBIT	Reserve ReBIT Information Technology Private Limited
3	RBI	Reserve Bank of India
4	BCM	Business Continuity Management
5	SRS	System Requirement Specification
6	PO	Purchase Order
7	SLA	Service Levels Agreement
8	INR	The Indian Rupee
9	EMD	Earnest Money Deposit
10	MSA	Master Services Agreement

11 Annexures

11.1 Annexure A: Submission Checklist

Submission Checklist for Technical Bid

The Bidder has to ensure that the following have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the Bidder from the bid.

The following documents/items need to be submitted:

Items	Submitted (Bidder)	Verified (REBIT)
Proposal Submission Covering Letter (Annexure B)	<input type="checkbox"/>	<input type="checkbox"/>
Technical Solutions (System Requirement Specifications Document)	<input type="checkbox"/>	<input type="checkbox"/>
Technical specifications Sheet Compliance	<input type="checkbox"/>	<input type="checkbox"/>
Earnest Money Deposit	<input type="checkbox"/>	<input type="checkbox"/>
Technical Bid Form (Annexure C)	<input type="checkbox"/>	<input type="checkbox"/>
Power of Attorney/ Board Resolution authorizing Bidder's employee to become the authorised signatory	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation to Deliver (Annexure D)	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation of Terms and Conditions (Annexure E)	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Deviation from RFP (Annexure F)	<input type="checkbox"/>	<input type="checkbox"/>
Bidder Undertaking (Annexure G)	<input type="checkbox"/>	<input type="checkbox"/>
Confidentiality and Non-Disclosure Agreement Undertaking (Annexure H)	<input type="checkbox"/>	<input type="checkbox"/>
Self-Declaration for Relatives in REBIT (Annexure I)	<input type="checkbox"/>	<input type="checkbox"/>
Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (Annexure J)	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Qualification Criteria (Minimum Eligibility Criteria)	<input type="checkbox"/>	<input type="checkbox"/>

Work Plan (Annexure M)	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Team Profile (Annexure N)	<input type="checkbox"/>	<input type="checkbox"/>
Manufacturer/OEM authorization letter	<input type="checkbox"/>	<input type="checkbox"/>
Experience Details (Annexure O)	<input type="checkbox"/>	<input type="checkbox"/>

Submission Checklist for Commercial Bid

The following documents need to be provided by the Bidder for the Commercial

Commercial Bid Documents	Submitted (Bidder)	Verified (ReBIT)
Compliance Certificate Commercial Bid Form (Annexure P)	<input type="checkbox"/>	<input type="checkbox"/>
Commercial Bid (Annexure Q)	<input type="checkbox"/>	<input type="checkbox"/>

11.2 Annexure B: Proposal Submission Covering Letter

[Insert: Location, Date]

To: [insert: Name and Address of ReBIT contact]

Madam/Dear Sir:

We, the undersigned, hereby offer to provide professional services for *[insert: Title of services]* in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the stated Terms and Conditions.

We agree to abide by this Proposal for *[insert: Proposal Validity]*.

We undertake, if our Proposal is accepted, to start the services not later than *[insert: Number of days]* days from the Contract signature date.

We fully understand and recognize that ReBIT is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that ReBIT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

11.3 Annexure C: Technical Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Proposal Submission]

1. Bidder's Legal Name [insert Bidder's legal name]
2. Bidder's Country of Registration: [insert Country of registration]
3. Bidder's Year of Registration: [insert Bidder's year of registration]
4. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
5. Bidder's Authorised Representative Information Name: [insert Authorised Representative's name] Address: [insert Authorised Representative's Address] Telephone/Fax numbers: [insert Authorised Representative's telephone/fax numbers] Email Address: [insert Authorised Representative's email address]
6. Attached are certified copies of original documents of firm/ company named in 1: <ul style="list-style-type: none">• Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney• Certificate from Chartered Accountant evidencing positive Net Worth of the Bidder.• Certificate of Registration of the business.

Detailed proposals on various aspects of Technical Bid

11.4 Annexure D: Confirmation to Deliver

(On letterhead of the Bidder)

To,
The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai – 400706

Dear Sir,

Re: Bid dated MMMM, DD, YYYY TECHNICAL BID for the Implementation of Static Application Security Testing (SAST) Solution at the ReBIT

1 Having examined the Bid Documents including Annexes, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your ReBIT in conformity with the said Bid Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Bid.

2 If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Bid Document.

We attach hereto the Bid Response as required by the Bid document, which constitutes my/our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan put forward in our Bid Response or such adjusted plan as may subsequently be mutually agreed between us and the ReBIT or its appointed representatives.

If our Bid Response is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a scheduled commercial bank in India for a sum equivalent to 10% of the contract sum for the due performance of the contract.

3 We agree to abide by this Bid Offer for 180 days from the last day of bid submission and our Offer shall remain binding on us and may be accepted by ReBIT any time before expiry of the offer.

4 We agree to abide by this Bid Offer for 180 days from the last day of bid submission and our Offer shall remain binding on us and may be accepted by ReBIT any time before expiry of the offer.

5 This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods /products specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

6 We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7 We certify that we have provided all the information requested by ReBIT in the format requested for. We also understand that ReBIT has the exclusive right to reject this offer in case ReBIT is of the opinion that the required information is not provided or is provided in a different format.

Dated this Day of2020
.....

(Signature) (In the capacity of)

Duly authorised to sign the Bid Response for and on behalf of:

.....
.....

(Name and address of Bidding Company)

Seal/Stamp of Bidder

Witness name:

.....

Witness address:

.....
.....

Witness signature:

.....

11.5 Annexure E: Confirmation of Terms and Conditions

(On letterhead of the Bidder)

To
The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai – 400706

Dear Sir,

Sub: Request for Proposal for Implementation of Static Application Security Testing (SAST) Solution at ReBIT

Further to our proposal dated _____, in response to the Request for Proposal for Implementation of Static Application Security Testing (SAST) Solution (hereinafter referred to as “RFP”) issued by ReBIT. we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums, other documents and if required including the changes made to the original bid documents issued by ReBIT, provided that the only list of deviations has been furnished by us in the relevant Annex. These deviations are expressly accepted by ReBIT and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. ReBIT is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and REBIT’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory

Designation

Bidder’s corporate name

11.6 Annexure F: Statement of Deviation from RFP

(On the letterhead of Bidder’s organisation)

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Annexure No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Place:

Date:

Signature of Authorised signatory with seal to sign the Bid for and on behalf of

11.7 Annexure G: Bidder Undertaking

(On letterhead of the Bidder's Organisation)

Date:

From:

To

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai - 400706

Dear Sir,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its annexes), do hereby offer to produce, deliver, install, support and maintain Static Application Security Testing (SAST) Solution in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of **6 months** from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee as per the prescribed format within the timescales stipulated in the RFP.

We undertake as a part of this contract for successful operation of the Static Application Security Testing (SAST) Solution during the ASC period (if contracted).

Yours faithfully,

(Authorised Signatory)

In the capacity of _____

Duly authorised to sign the Bid for and on behalf of _____

11.8 Annexure H: Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai - 400706

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for implementation of Static Application Security Testing (SAST) Solution across designated departments of ReBIT, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to REBIT and its business that is provided to us at any time before, during or after the implementation of Static Application Security Testing (SAST) Solution.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for implementation of Static Application Security Testing (SAST) Solution across ReBIT, with your prior written consent;

- To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
- For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.
7. This undertaking shall not apply to Confidential Information that:
- Is in the public domain at the time it is acquired by us;
 - Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

Yours sincerely

Signature and Stamp of Company

[Authorised Signatory (same as signing the proposal) – Implementation Partner]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms.

11.9 Annexure I: Self Declaration Relatives in ReBIT

(On letterhead of the Bidder)

We certify that below mentioned are the complete details of relatives of our employees working at ReBIT

Sr. No.	Relationship with the employee (Mother/Father/Sister/Brother/Etc.)	Name of Relative	Designation	Department

11.10 Annexure J: Self-Declaration Sexual Harassment of Women

Self-Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

(On letterhead of the Bidder)

Strictly Private and Confidential

The Chief Executive Officer

Reserve Bank Information Technology Pvt Ltd. (ReBIT),

502, Building No 1, MindSpace Juinagar,

Nerul, Navi Mumbai - 400706

[Date]

[Salutation]

Sub: Request for Proposal for Implementation of Static Application Security Testing (SAST) Solution Application at ReBIT.

Further to our proposal dated....., in response to the Request for Proposal for Implementation of Static Application Security Testing (SAST) Solution (hereinafter referred to as “RFP”) issued by Reserve Bank Information Technology Pvt Ltd (hereinafter referred to as “ReBIT”) we hereby covenant, warrant and confirm as follows:

1. Full compliance with the provisions of the “the sexual harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against any of our employee within the premises of the ReBIT, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under said Act in respect to the complaint.
2. Any complaint of sexual harassment from any aggrieved employee of the Bidder against employee of the ReBIT shall be taken cognizance of by the Regional Complaints Committee constituted by the ReBIT.
3. The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Bidder, for instance any monetary relief to ReBIT’s employee, if sexual violence by the employee of the Bidder is proved.
4. The Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
5. The Bidder shall provide a complete and updated list of its employees who are deployed within the ReBIT’s premises.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

11.11 Annexure L: Minimum Eligibility Criteria

(On Bidders Organisation's Letterhead)

The Bidder may note that the below criteria is of critical importance and non-adherence of the Bidders proposed solution to any would be lead to disqualification from further bidding process

Sr. NO	REQUIREMENTS	YES / NO	List of Documents Submitted
1	The Prime Bidder should be a Company registered under the Companies Act of India or LLP / firm registered under the respective Acts of India. The other entity should be a company registered under the Companies Act in India or equivalent		
2	The Bidder should have a positive net worth and profit (after tax and partner disbursements - applicable to partnership firms only) making company in each of the three (3) financial years, i.e. 2016- 17, 2017 - 18 and 2018 - 19 (or Calendar year 2016, 2017 and 2018)		
3	Bidder should have completed at least 3 projects worth cumulative of at least 50 Lakhs INR, in last 3 years, for Indian Clients		
4	The Bidder(s) (SI and OEM) should not be currently blacklisted by any financial regulator in India (Self declaration)		
5	The Bidder is agreeable and capable for providing support for a minimum of 5 years after receipt of successful completion certificate of the project		

Authorized Signature

11.12 Annexure M: Work Plan Format

Detailed Work Plan (Project Plan) and Personnel Schedule

Serial No	Task	Weeks							
		1	2	3	4	5	6	7

The above plan should be provided for the entire duration of the implementation and should include all the areas in the scope that is:

1. Signing of Agreement
2. Process & System Study (Receive SRS)
3. Deployment
4. Implementations
5. Training
6. Go-live
7. Post Implementation

The Bidder is expected to provide the details mentioned in the table below apart from the details project plan.

The details provided in this table should clearly match with the detailed project plan.

Sr No	Task	Calendar Months *
1		
2		
3		
4		

* The calendar months specified should indicate the actual calendar months taken to complete the task from issue of Purchase Order to the selected Bidder

NOTE:

The Bidder is expected to fill-up the above-mentioned table and not change any of the tasks mentioned above.

11.13 Annexure N: Proposed Team Profile

Sr No	Name of Proposed Project Manager/ Team leaders /Proposed Team members	Professional qualifications	Certifications / Accreditations	ReBITing Solutions expertise (Mention if he/she has worked in ReBITs earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved In Public Sector Unit/ Public Sector ReBITs/ Large Government Department

Documentary proofs are to be enclosed to substantiate the claims made.

Place:

Date:

Seal and signature of the Bidder

11.14 Annexure O: Experience Details

(On letterhead of the Bidder)

Part A

Experience of the Applicant of implementing a Static Application Security Testing (SAST) Solution like solution

Sr No	Sector	Name, Address and Contact details of the clients	Name /Description of the Product	Month and Year of the order	Period of Implementation		Period of Warranty / AMC	Remarks
					From	To		
1								
2								

11.15 Annexure P: Compliance Certificate Commercial Bid Form

Date: _____

To,

The Chief Executive Officer

Reserve Bank Information Technology Pvt Ltd. (ReBIT),

502, Building No 1, MindSpace Juinagar,

Nerul, Navi Mumbai - 400706

Dear Sir,

Subject: Tender dated _____ COMMERCIAL BID for the Implementation of Static Application Security Testing (SAST) Solution at the ReBIT

Having examined the Tender Document, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your ReBIT in conformity with the said Tender Documents for a total bid price of: _____

Indian Rupees in words and figures.

We attach hereto the Tender Commercial Response as required by the Tender document, which constitutes our bid.

We undertake, if our Tender is accepted, to adhere to the implementation plan put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and the ReBIT or its appointed representatives.

If our Tender Response is accepted, we will obtain a performance bank guarantee in the format given in the Tender Document, issued by a scheduled commercial bank in India, for a sum equivalent to 10% of the contract sum for the due performance of the contract.

We agree to abide by this Tender Response for a period of 180 days from the last day of bid submission and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Tender Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and will initiate the formation of a separate contract in respect of maintenance and support services after expiry of the warranty period.

We agree that you are not bound to accept the lowest or any Tender Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/products specified in the Tender Response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents

which may be required in this connection.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India including the "Prevention of Corruption Act 1988".

Dated this ____ Day of _____ 2020

.....

In the capacity of

Duly authorised to sign the Tender Response for and on behalf of:

Seal/Stamp of Tenderer

Witness name:

Witness address:

Witness signature:

11.16 Annexure Q: Commercial Bid Format

The Financial Proposal must provide a cost breakdown. Provide separate figures for each functional grouping or category. The format shown below is suggested for use as a guide in preparing the Financial Proposal.

(On letterhead of the Bidder)

Total Cost of the Ownership (TCO) should be calculated in below format.

Point No.	Details	Year 1 (A) - Exclusive of GST cost	GST rate	Year 2 (B)	GST rate	Year 3 (C)	GST rate	4th year onwards (D)
1	Subscription License cost for upto 50 applications and 5 users	<cost>		<cost>		<cost>		<cost>
2	Implementation Cost	<cost>		Not Required				
3	Training Cost	(This Should be part of Year 1 (subscription Cost))		(This Should be part of Year 2		(This Should be part of Year 3		(This Should be part of Year 4 (subscription
4	Support Cost (365*24*7)	<cost>		<cost>		<cost>		<cost>
5	Other items, if any (Vendor to specify the complete details for any other item required to implement SAST solution than specified above)	<cost>		<cost>		<cost>		<cost>
	TOTAL	<cost> for Year 1 Total (Point No. 1+2+4+5)		<cost> for Year 2 Total		<cost> for Year 3 Total		<cost> for Year 4 Total
	TCO	<cost> (A+B+C)						
6	Incremental Licenses / Subscription cost	X		Y		Z		
a	Additional license cost per new application	<cost>		<cost>		<cost>		<cost>
b	Additional license cost per new user	<cost>		<cost>		<cost>		<cost>
	TOTAL	<cost> for Year 1 Total (Point No. a+b)		<cost> for Year 2 Total		<cost> for Year 3 Total		<cost> for Year 4 Total
	TCO (Optional)	<cost> (X+Y+Z)						
	TCO + TCO (Optional)	<cost>						

1. Vendor has to provide the license cost in INR. GST Rates are to be provided separately. Subscription License Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
2. In case, if there is a tie in commercial bid value, highest technical evaluation score bidder price will be considered.
3. If vendor fails to submit the mentioned cost (1), (2), (4), (6a) and (6b) the bid may subject to get rejected.
4. Renewal from second year onwards will be considered based on successful implementation of the solution without any pending issues.
5. Cost for license will be paid to the successful bidder on yearly basis as per above mentioned cost sheet.
6. Cost towards Support will be paid to the successful bidder on quarterly basis as per above mentioned cost sheet.

Note:

Total Cost of Ownership in Figures & Words (inclusive of Taxes)

The fees payable by REBIT to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as “Taxes”) that may be levied, imposed, charged or incurred and REBIT shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”), as applicable. Any variation in Government levies/ GST/ VAT/ cess/ excise/ custom duty etc. which has been included as part of the price will be borne by the Bidder.

Authorised Signature

11.18 Technical Specifications

Sr. No.	Requirement specification	Requirement categorisation	Compliance (Y/N)	Score
1	The tool should be able to scan Java (Java SE, Java EE, JSP), .NET (C#, ASP.NET, VB.NET) and Mobile platform (Android, IOS) developed applications	Must-have		7
2	C/C++, Web Platforms (JavaScript, Python, PHP, Classic ASP, HTML, Angular), GO, Ruby and Visual Basic 6 including all versions of the above software framework etc. etc but not limited to these alone	Good-to-have		4
3	The solution should support comprehensive testing of APIs, applications deployed in containers, and other aspects of modern development to support those use cases.	Good-to-have		4
4	The solution should be able to pinpoint the line in code where the security vulnerability is identified	Must-have		7
5	The solution should have a set of pre-defined industrial standard secure coding rules like OWASP Top 10, OWASP Top 10 for Mobile	Must-have		7
6	The solution should have a set of pre-defined industrial standard secure coding rules like ISO/IEC TS 17961:2013/C or 1:2016 C Secure Coding Rules, DISA STIG, SANS/CWE Top 25, SEI CERT Coding Standards	Good-to-have		4
7	The solution shall provide a default prioritization of vulnerabilities according to severity and risk but offers the flexibility to change the prioritization according to organizational needs. If customization is required, it should not be more than 3 hrs Less than 3 hrs or no customization required= 4 More than 3 hrs = 1	Good-to-have		4
8	The solution must have real time or regular updates to its vulnerability/rule's knowledge base. On quarterly basis = 7 On 6 monthly bases = 4	Must-have		7

9	Does the solution have option of "incremental scanning", where only the portion of new or changed code is scanned?	Must-have		7
10	Should be able to mark a particular observation as false positive Can mark in less than 2 mins = 7 More than 2 mins = 4	Must-have		7
11	The solution should be able to compare between multiple scans for the same application and tag what's fixed, recurring & new vulnerabilities observed between the scans	Good-to-have		4
12	Any issue or vulnerability which is marked as a false positive should automatically retains the status as false-positive in the next scan	Good-to-have		4
13	The solution must provide the capability to create custom policies. These policies can be made available across all projects. Custom policies built without customization (via wizard) = 7 Custom policies built with customization (effort less than 15 mins) = 4	Must-have		7
14	The solution allows for detailed reporting of vulnerabilities found (1. vulnerability explanation, 2. recommendations and 3. good code snippets). These reports can be sent to developers, for offline reading and reference. If all 3 are provided = 7 If point 3 is not provided = 4	Must-have		7
15	Existing configurations setup during installing the tool must be retained post a version upgrade	Good-to-have		4
16	Solution should be compatible to install in Virtual machines.	Good-to-have		4
17	The solution must support Windows operating system	Good-to-have		4
18	The solution must support a variety of operating systems: Linux, MacOS, HP/UX, Solaris	Good-to-have		4

19	Solution should be able to integrate with developer environment Via IDE (Eclipse, Visual Studio)	Must-have		7
20	Solution integrated with developer environments should provide security tips while developers are coding	Good-to-have		4
21	Developer should be able to do a private scan, retrieve results & remediate the vulnerabilities within the IDE.	Good-to-have		4
22	The solution must be able to integrate with common IDEs such as IntelliJ, WebStorm, Android Studio for source code analysis and/or vulnerabilities remediation.	Good-to-have		4
23	Should support integration with build management solutions like - Maven	Must-have		7
24	Solution should be able to integrate with common code repository - GITHUB, SVN	Must-have		7
25	Solution should be able to integrate with free and open source automation server like Jenkins	Must-have		7
26	Solution should be able to integrate with automatic build and deployment tools which are Industry-wide accepted	Good-to-have		4
27	The solution integrates with a defect-tracking system (e.g. HP ALM, JIRA, Bugzilla etc.) for easy creation of defects for vulnerabilities found from within the solution itself.	Good-to-have		4
28	The solution must offer the feature to scan the source code locally developed by the developer in run-time environment without requiring connection to a centralized server.	Good-to-have		4
29	Solution should support CI/CD integration	Good-to-have		4
30	The solution must be inclusive of any database required for its functioning	Good-to-have		4
31	Product must be listed in the latest magic quadrant published by Gartner	Good-to-have		4
	Support			

1	The solution should support only on-premise hosted environment and should not be cloud based	Must-have		7
2	The solution should provide multiple concurrent scanning of minimum 4 application.	Good-to-have		4
3	The solution should have the capability to schedule scanning activity	Must-have		7
4	Solution should have e-Learning and other such developer coaching module	Good-to-have		4
	Dashboard			
1	Solution should be able to display trend graphs of project / application security health	Good-to-have		4
2	Solution should be able to map scan results to compliance standards as mentioned in point 5 and 6	Must-have		7
3	Solution should have common dashboard for a project with all application vulnerabilities	Must-have		7
	Reports			
1	The solution should have the capability to generate out-of-the-box reports such as high-level executive summary and low-level (detailed) technical reports for developers. Out-of-box reports = 7 Custom reports that would need to be built (if takes more than 3 hrs to develop) = 4	Must-have		7
2	Solution should enable to create customized reports via wizard	Good-to-have		4
3	Solution should be able to export reports in different formats like: csv, pdf, xls, text, HTML, XML = 7 pdf, xls, HTML, XML = 4	Must-have		7
4	Solution should provide integration with SMTP for email notification, etc.	Must-have		7
	Access control			

1	Solution should have user management: adding, removing user and provide role-based access control.	Must-have		7
2	Solution should provide integration with Active directory and SAML integration for SSO implementation.	Good-to-have		4
	Licensing			
1	There should be no constraint on size of code	Must-have		7