



## **EMPANELMENT OF AGENCIES FOR PHISHING SIMULATOR PLATFORM**

---

### **REQUEST FOR PROPOSAL (RFP)**

(02 August 2022)

RFP: ReBIT/CPO/2022-23/110/025

This document is the property of Reserve Bank Information Technology Private Limited (ReBIT). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without ReBIT's written permission thereof, except for the purpose of responding to ReBIT for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

**Reserve Bank Information Technology Pvt. Ltd.**  
**502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706**

## Disclaimers and Disclosures

ReBIT has prepared this document to give background information to interested parties for participating in this RFP. While ReBIT has taken due care in the preparation of this RFP document and believes 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 a 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's requirements at any point of time.

ReBIT reserves the right not to proceed with the RFP, to alter the Schedule of Events 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.

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 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 Bidder having the right to object to such reissue.

ReBIT being technology partner of RBI, the technically qualified vendors empanelment will be done by ReBIT on behalf of RBI. RBI being the principal organisation, and its subsidiaries will be using this panel for selection from empanelled vendor through commercial RFQ.

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.

No reimbursement of cost of any type will be paid to persons or entities expressing interest. 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. No reimbursement of cost of any type will be paid to persons or entities proposing a solution.

Please note that 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 is not authorized.

## Schedule of Events

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

RFP inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFP BID reference number	RFP: ReBIT/CPO/2022-23/110/025
RFP requirement	Empanelment of Agencies for Phishing Simulator Platform
Method of selection	Empanelment
Availability of RFP documents	<p><b>02-August-2022</b></p> <p>RFP document will be available on ReBIT's website (<a href="https://ReBIT.org.in/procurement">https://ReBIT.org.in/procurement</a>) and CPP e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</p> <p>Bidder shall refer <b>Annexure – L: Instructions to Bidder for Online Bid Submission</b></p>
Last date and time for submission of pre-bid queries	<p><b>08-August-2022 up to 16:00 Hrs</b></p> <p>Queries should be submitted in the format prescribed in <b>Annexure - E</b> of this RFP and sent to <a href="mailto:procurement@ReBIT.org.in">procurement@ReBIT.org.in</a></p>
Pre-bid meeting	<p><b>10-August-2022 at 15:00 Hrs</b></p> <p>Through Video conferencing. The video conferencing link will be shared with those bidders who are interested to participate in the meeting.</p> <p>The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at <a href="mailto:procurement@ReBIT.org.in">procurement@ReBIT.org.in</a> along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.</p>
Date of communication of responses to pre-bid queries and corrigendum, if any	<p><b>12-August-2022</b> through ReBIT's website (<a href="https://ReBIT.org.in/procurement">https://ReBIT.org.in/procurement</a>) and CPP e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</p>
Last date and time for bid submission (on or before)	<p><b>22-August-2022 up to 15:00 Hrs through</b> CPP e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</p>
Technical Bid opening	<p><b>23-August-2022 at 15:00 Hrs</b> in CPP e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</p>
Proposal validity	Proposals must remain valid up to 180 (One hundred and eighty) days from the last date of submission.
Name and address for communication	<p>Procurement Manager, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706</p> <p>Email: <a href="mailto:procurement@ReBIT.org.in">procurement@ReBIT.org.in</a>, Phone No. 022 50233139/141</p>

## Table of Contents

1.	About ReBIT .....	6
2.	Invitation of Bids .....	6
3.	Definition of terms .....	6
4.	Minimum Eligibility Criteria .....	7
5.	Scope of Work and Project Milestone .....	7
5.1	General terms of the scope of work .....	7
5.2	Scope of Work .....	8
6.	Locations to be covered .....	18
7.	Bidding Process .....	18
7.1	Language of Bid .....	18
7.2	Cost of Bidding .....	18
7.3	Authorization to Bid .....	18
7.4	Period of Validity of Bids .....	19
7.5	Pre-Bid Meeting .....	19
7.6	Clarifications and Amendment in RFP Documents .....	19
7.7	Submission of bids .....	20
7.8	Modification and Withdrawals of Bid .....	21
7.9	Bid opening and Evaluation Process .....	21
8.	Notification of Empanelment .....	23
9.	Rejection of Bid .....	24
10.	Payment Terms & Milestones .....	24
11.	Taxes and Duties .....	25
12.	Termination .....	27
13.	Sub-Contracting .....	27
14.	Service Level Agreement (SLA), Penalties & Liquidated Damages (LD) .....	28
14.1.	Purpose and Objective of SLA .....	28
14.2	Definitions .....	28
14.3.	Service level Requirements .....	30
14.4.	Performance Tracking and Reporting .....	30
14.5.	Problem Management and Escalation Procedures .....	30
14.6.	Penalties .....	31
14.7.	Liquidated Damages (LD) .....	31
15.	Adherence of Cyber Security Policy .....	32
16.	Confidentiality .....	32
17.	Limitation of liability .....	33
18.	Indemnification .....	33
19.	Responsibility for Completeness .....	35
20.	Vendor Security Risk Assessment .....	35
21.	Force Majeure .....	36
22.	Vicarious Liability .....	36

23.	Non-Payment of items/activities fees .....	37
24.	Assignment.....	37
25.	Non-Solicitation.....	37
26.	No Employer-Employee Relationship .....	37
27.	Ownership.....	38
28.	Tender/RFP Cancellation .....	38
29.	Publicity .....	38
30.	Dispute Resolution.....	38
31.	Jurisdiction.....	39
	Annexure A: Submission Checklist for Technical Bid.....	40
	Annexure B: Bid Submission Form .....	41
	Annexure C: Self Declaration Relatives in ReBIT .....	44
	Annexure D: Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.....	45
	Annexure E: Bidders Queries Format.....	47
	Annexure F: Bidder's Details .....	48
	Annexure G: Minimum Eligibility Criteria .....	49
	Annexure H: Manufacturer's Authorisation Form (MAF) .....	52
	Annexure I: Bidder's Experience .....	53
	Annexure J1: Technical Compliance Sheet – Functional Requirements .....	54
	Annexure J2: Technical Compliance Sheet – Non-Functional Requirements.....	57
	Annexure K: Confidentiality and Non-Disclosure Agreement Undertaking .....	61
	Annexure L: Instructions for Online Bid Submission .....	63

## 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 of India and manages its critical IT systems as wholly owned subsidiary of Reserve Bank.

## 2. Invitation of Bids

Reserve Bank Information Technology Pvt. Ltd. hereinafter also referred to as 'ReBIT', issues this Request for Proposal, hereinafter called 'RFP', to empanel agencies for a period of three (3) years for providing Phishing Simulator Platform (PSP) and for selection of suitable incumbent vendor for aforementioned purpose.

This RFP is an invitation for responses from eligible bidders. No contractual obligation on behalf of ReBIT whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized official of ReBIT and the successful Bidder. However, until a formal contract is executed, this RFP together with ReBIT's written acceptance & notification of award shall constitute a binding contract with the successful Bidder.

ReBIT being technology partner of RBI, the technically qualified vendors empanelment will be done by ReBIT on behalf of RBI. RBI being the principal organisation, and its subsidiaries will be using this panel for selection from empanelled vendor through commercial RFQ.

Bidder(s) are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the Bidders shall be unconditional and once accepted (with or without modifications) by ReBIT shall be binding between ReBIT and such Bidder. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

## 3. Definition of terms

Throughout this RFP, the following terms shall be interpreted as indicated below unless inconsistent with the subject matter or context:

- i. **Bidder / Service Provider / System Integrator** - 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.
- ii. **ReBIT / Purchaser** - Reference to "ReBIT" and "Purchaser" shall be determined in context of this RFP.

- iii. **Proposal / Bid** – the Bidder’s written reply or submission in response to this RFP.
- iv. **RFP** – The Request For Proposal (this document) in its entirety, inclusive of any addenda/corrigendum that may be issued by ReBIT.
- v. **Solution/ Services/ Work/ System / Platform** – “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.
- vi. **Successful Bidder / Vendor** - any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- vii. **Project Cost** – Project cost would be initial cost / software cost / customisation cost / installation cost/ commissioning cost / training cost / technical assistance cost & support cost as requested in the price bid.
- viii. **Change Management** – Any request by ReBIT that results in changes in the scope /structure of the application / a new module is needed 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 support engineer.

## 4. Minimum Eligibility Criteria

Only those Bidders who fulfil the eligible criteria mentioned at **Annexure – G** are eligible to respond to this RFP. Document(s) in support of eligibility criteria are required to be submitted along with the Technical Bid. Bids received from the Bidders who do not fulfil any of the eligibility criteria Mentioned are liable to be rejected.

## 5. Scope of Work and Project Milestone

### 5.1 General terms of the scope of work

The scope of work under empanelment is to setup Phishing Simulator Platform (PSP) at ReBIT Premises as per the specifications and configuration prescribed in subsequent section of the RFP document. The solution would be setup & implemented for conducting intended mock phishing campaigns, analysis of results and report generation. After ReBIT has completed the entire exercise, it would intimate the vendor to remove the solution and all associated data in the manner discussed and deemed appropriate by ReBIT.

Post empanelment, ReBIT will run subsequent closed RFQ for selection of the suitable vendor out of the empanelled pool to setup solution as per defined scope and configuration requirements to execute the PSP exercise as per RFP scope. This entire activity of PSP from deploying solution to removal will be executed within a time frame of one year by the selected vendor.

ReBIT expressly stipulates that 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 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 ReBIT. 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 supplied solution (hardware / software / technology as applicable) shall be of the latest versions and should not be end of life / end of support for the next 5 years. In cases, where the offered model / solution is being superseded with new model / solution by OEM due to better technology / specifications etc., the successful bidder is required to offer the new model at no extra cost or charges to ReBIT.

## 5.2 Scope of Work

The broader scope of work under this Empanelment is to provide a platform to ReBIT which could be used to design and conduct mock phishing campaigns to target sensitive and general employees of RBI's Supervised Entities (RSEs), assess their email security, prevent, detect and response mechanisms, collate the findings into insights which can be used to enhance supervisory process and functions during offsite surveillance and onsite assessments.

Scope of work shall include but not be limited to the following: The scope includes supply, planning and implementation, rollout and Go-Live of the PSP solution. Implementation of the proposed solution would be at RBI or at its subsidiaries end in Mumbai/ Navi Mumbai. The selected vendor should also provide support during the post campaign discussions with RSEs, to justify and provide explanations for the results of the platform and also aid ReBIT / RBI Panel in answering any queries or technical doubts relating to the campaign or platform.

The proposed PSP solution by each bidder should be able to:

1. Design realistic templates for phishing campaigns, including importing existing websites and emails to create templates.
2. Have options to mask the information entered by targeted users on the phishing pages, and securely delete the same, along with all other campaign information.
3. Identify whether the phishing email was received by the targeted users and how many of them opened the email.



4. Identify how many targeted users clicked on the phishing URL or opened the attachment, and how many entered sensitive information into the phishing page.
5. Identify whether the phishing emails sent to the targeted users were forwarded to others within or outside the respective RSE. If forwarded, how many such recipients opened the email and how many clicked on the phishing URL or opened the attachment, and how many entered sensitive information into the phishing page.
6. Plan and schedule campaigns, monitor progress and analyse results via dashboards and process flows.
7. Display consolidated campaign results categorised by campaigns, departments, RSEs, themes, and other customisable groupings.
8. Setup/ Integrate email service to send & receive emails during campaigns and operational activities.
9. Register domain names on demand/ as per requirements for phishing campaigns
10. Register dedicated domain name for the solution's management/ reporting console and map the domain with dedicated static IP address.
11. Have the option of an assessment or questionnaire to be added post the phishing exercise, to further assess the readiness of targeted users, and in turn the effectiveness of phishing awareness and training initiatives undertaken by the RSEs.
12. Be capable of exporting reports in PDF, Excel and other formats for further analysis
13. Solution shall be capable to backup campaign results and other relevant information.
14. Have personnel to justify report information during RSE interactions or other discussion meetings.
15. Remove the application and all associated data as deemed appropriate by ReBIT, upon being intimated, post completion of campaign and subsequent usage for analysis and reporting.

#### 5.2.1 High Level Requirement

ReBIT intends to have a platform which could be used to design and conduct mock phishing campaigns to target sensitive and general employees of RBI's Supervised Entities (RSEs), assess their email security, prevent, detect and response mechanisms, collate the findings into insights which can be used to enhance supervisory process and functions during offsite surveillance and onsite assessments.

A simulated phishing campaign platform should enable us to:

1. Import website and email ID data, and design realistic templates for mock phishing campaigns
2. Identify if emails are being scanned by anti-malware, sandbox and other security tools, and whether they are effectively being isolated as threats
3. Check whether the phishing email is identified as one by the recipients, and whether the reporting mechanisms are used effectively by recipients to escalate the threat (This will also

indicate the effectiveness of employee phishing awareness activities undertaken by the RSEs)

4. Assess potential success of an actual attack by measuring how many of the target recipients opened the email, clicked on the provided URL or opened the attachment, which in an actual attack would be enough to begin the initial ingress for the threat actor
5. Bring out insights from the campaign results which should be available visually via dashboards and also exportable in the form of detailed reports

#### 5.2.2 Functional Requirement

The Bidder should provide compliance status and details (as applicable) with respect to the features/ **functional requirements** as per the format given in Technical Compliance Sheet (Annexure J1).

Note: During technical evaluation, each requirement as mentioned in the **functional requirements** (Annexure J1) sheet will be rated on the range of 1 to 5 based on the compliance submitted & presented by the bidder.

#### 5.2.3 Non-Functional Requirement

The Bidder should provide compliance status and details (as applicable) with respect to the **non-functional requirements** as per the format given in Technical Compliance Sheet (Annexure J2).

Note: During technical evaluation, each requirement as mentioned in the **non-functional requirements** (Annexure J2) sheet will be rated on the range of 1 to 5 based on the compliance submitted & presented by the bidder.

#### 5.2.4 Implementation Requirement

1. Implement a Phishing Simulation Platform (PSP) Solution that complies with specifications mentioned in this RFP
2. Post empanelment, the period of engagement for the solution out of selected empanelled vendor will be for 01 Year as decided by RFQ process. These parameters may be changed by ReBIT later on, as deemed necessary.
3. The Bidder will be expected to provide all necessary tools, software licenses (required software for the solution) implement, train and handover the solution to ReBIT officials
4. The price quoted by the bidder should cover all the support to the solution including any updates/upgrades and fixing any issues faced. Remote access requirements for any support / training / change / upgrade / patch management etc. would be examined and permitted based on the situations. Bidder technical resource should be present at onsite / remotely to perform all such activities.
5. The solution provider should provide a detailed Plan of Action (POA) for implementation of Phishing Simulation Solution. It should include the approach, risk, benefits and downtime

- (if any). Post approval of POA from ReBIT, solution provider should work with relevant ReBIT officials and application or business owners to complete the implementation of the solution.
6. ReBIT may perform its own security/ risk assessment on the entire solution before going live and the solution provider needs to fix all the vulnerabilities/risks highlighted at no extra cost to ReBIT.
  7. The Solution provider shall deploy and validate all the features in the Phishing Simulation Solution including (but not limiting to) dashboard setup, template design, email service, import and export function for email ID datasets and reports.
  8. Full documentation of the project is to be included in the deliverables by the successful bidder. ReBIT may provide a format for documentation and document list to the successful bidder.
  9. The selected bidder shall assign Project Manager and associated support personnel for this project as a SPOC who would assist ReBIT in the activity as deemed necessary.
  10. Acceptance: ReBIT will evaluate / do the UAT of the deployed Phishing Simulation Solution prior to giving sign-off for go-live. After the selected solution has been successfully tested and implemented, ReBIT and the selected bidder shall agree on the start date of the Go-LIVE. If any issues/problems are identified during the test period bidder has to fix the same without any additional cost to ReBIT.
  11. ReBIT will accept the solution only after successful UAT and required IS security compliance confirmation.
  12. Bidder should provide all documents to ReBIT as listed below (where applicable)
    - a. Project Plan with milestones, resourcing and deliverables.
    - b. Architecture & design document including Traffic flow document
    - c. Infrastructure build document.
    - d. IP address allocations to various components.
    - e. Inventory list consisting of hostnames, make, model, serial number (Hostnames will be provided by ReBIT).
    - f. Testing cases and test results documented before and after implementation.
    - g. Standard Operating Procedures.
    - h. Industry Best Practice Use cases and customization for ReBIT.
    - i. Selected bidder support details and escalation matrix.
    - j. OEM support details and escalation matrix.
  13. The bidder shall provide profiles mentioning experience and skillsets of proposed Team members who will be assigned to support on the project. Details to be provided in the enclosed Annexure H
  14. In case Bidder is a System Integrator (SI), bidder shall submit the Manufacturer / OEM Authorisation letter (Annexure H) to confirm that product/solution is delivered from Manufacturer/OEM and selected bidder 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.

15. Termination of the empanelment in case of any the following (but not limiting to):

- a. Deficiency in the Phishing Simulation Solution & Operation service in terms of performance based on daily operations, security investigation, uptime, reporting, enhancements, alerting, notifications, escalations, etc.
- b. Breach terms & conditions in NDA, leakage of ReBIT's Intellectual Property due to deficiency in monitoring, threat hunting, misconfiguration, wrong configuration, and no-action or limited action on available Threat Intelligence or threat advisories.
- c. Non-availability of vendor's resources / support during the contract engagement.
- d. Deletion, modification, tampering of ReBIT's logs.
- e. Implementing Service impacting changes to the Phishing Simulation Solution without necessary approvals from ReBIT's management.
- f. Non-adhering to regulatory compliance for ReBIT data.
- g. Leakage of any confidential information.
- h. Not being transparent or hiding the truth or misrepresenting facts on issues relating to management and operation, security of the solution supplied to ReBIT.
- i. Failure to provide reporting services like daily reports, weekly report, monthly reports, half yearly reports, annual reports highlighting limitations, pending approvals, improvement, license expiry, major & critical incident detection, etc.
- j. In case of the bidder going insolvent, getting blacklisted, involvement in fraud, etc.

16. 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 and also decommission of the solution and setup without any impact to ReBIT's existing operational solutions/setups/operations. If there is any dependency this has be called out and required fixes must be provided by the bidder any additional cost to ReBIT.

#### 5.2.6 Process and System Study

The Bidder is expected to study the RFP to gain an understanding of the current and proposed business processes in 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. It is preferable to have OEM Consultant as part of the solution provider. ReBIT reserves the right to ask for replacement of any team member if ReBIT feels he/ she is not adequately qualified for the same. ReBIT on acceptance of the same shall sign off the SRS Document.

## **Preparation of System Requirement Specification Document**

1. The Bidder is expected to create System Requirement Specification (SRS) Document under the scope of the Phishing Simulation Platform implementation including all proposed interfaces and customisations involved. The System Specification Document shall be signed off by ReBIT on acceptance of the same.
2. 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 Phishing Simulation 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 ReBIT, the Bidder cannot deviate from the agreed solution under any circumstance unless agreed by 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 ReBIT. ReBIT shall impose financial penalties or / and invoke the performance guarantee in such circumstances.
3. The Bidder is expected to prepare the System Requirement Specification Document containing the following details but not limited to:
  - a. Overview of the process with System/Application FAQs
  - b. Process flow diagrams including exceptional situations and functional description of each step
  - c. Database Schema for the solution and interaction logic of the modules with other Modules (if any)
  - d. Security features
  - e. Restrictions to data entry along with mandatory fields and optional fields
  - f. Project plan with milestones, resourcing and deliverables
  - g. Detailed SOPs, including for setting up the required email service and other infrastructure necessary for the Phishing Simulation Solution
  - h. Test cases and documented test results before and after implementation
  - i. Industry best practice use cases along with customisation for ReBIT
  - j. Selected Bidder support details and escalation matrix
  - k. Layout of each output report and related customisations along with overall and field description of each report
  - l. Abbreviations and Acronyms
  - m. Handling of Logs along with Problem reports and Issue logs
  - n. User Manual and on-line tutorial, along with Run Book
  - o. IT Hardware Infrastructure Details
  - p. Application deployment architecture, HLD, LLD with hardware topology

### 5.2.7 Deployment

1. The solution deployment should be compliant with ReBIT's Information Security and IT policies, procedures, internal guidelines and laws from time to time.
2. The Bidder's resources will be required onsite during the deployment phase.
3. Setting of up test environment at ReBIT test environment will Bidders responsibility.
4. Bidder is expected to provide user and technical documentation including Installation, Commissioning, Implementation, security check Manuals.

### 5.2.8 Testing

Vendor would assist REBIT in the following: -

1. The Vendor's resources will be required onsite during the testing phase.
2. UAT will be carried out by designated REBIT officials. The testing activities shall include but not limited to the functional, performance, technical aspects. ReBIT may also undertake any other appropriate testing approach.
3. All security issues identified will have to be either resolved or a mutually accepted remediation should be agreed upon between REBIT and successful Vendor.
4. The Vendor shall provide test plan, test cases and test results.
5. ReBIT shall commence the User Acceptance Testing only after a formal confirmation that the system is ready for UAT is submitted to ReBIT.
6. The Vendor should provide test cases for UAT for RBIs review. Upon finalisation of test cases, user acceptance testing will be started by the business users.
7. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Vendor. Any exceptions will have to be documented and signed off by REBIT.
8. The Vendor shall first deliver the base version of the software and the Vendor shall assist ReBIT to conduct a preliminary test to ascertain the extent to which the software has met business requirements as furnished in the RFP and complies with the specifications.
9. The Vendor is expected to make all necessary modifications to the solution, customizations, interfaces, etc., if there are performance issues or errors identified during testing, which will be undertaken by REBIT officials. The Vendor will assist ReBIT in preparing the test cases, including the test data. The Vendor 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.
10. 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.
11. ReBIT shall accept the application software only after the critical or major Bugs are fixed.

12. The Vendor shall be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/ testing phases.
13. Vendor has to maintain the system set up at their end for future change request/ enhancement and should not depend on ReBIT's IT infrastructure for software development.
14. The Vendor shall be responsible for providing and updating system & user documentation as per the modifications.
15. The Vendor is expected to use industry standard tools for performance and load testing and share the results with ReBIT. In case, if such tool needs to be procured, the procurement will be Vendor's responsibility.
16. Performance tests to demonstrate satisfactory performance during the testing phase before Go-Live.
17. The vendor shall conduct the tests, rectify any problems and provide an operational & efficient system.
18. The Vendor to run automated testing suites (where applicable) as determined by the test scripts and Document all test results, as well as any deviations that have been discovered in a format acceptable to ReBIT
19. UAT will be done by ReBIT and application security assessment after data migration.
20. Standard Benchmark to ensure that all parties have a common understanding of any security issues uncovered, Vendor shall provide certificates / application security assessment reports confirming that there are no open vulnerabilities / security issues as per industry standards such as OWASP. The vendor may involve assessor for generating these reports.
21. Vendor should provide an official signed document accepting the system ("Final Systems Acceptance") from ReBIT authorized personnel.

#### 5.2.9 Implementation and Training

The selected vendor is expected to train identified personnel to acquire sufficient expertise in the system and are capable of taking over the functional activities. The training should include features, facilities, operations, implementation, troubleshooting, system administration, database administration, operating system administration, DR elements. All training will be hands-on training along with the trainer for the users. The vendor should also provide e-learning facilities for users of the solution along with training material/ user manuals for operation, analysis & reporting.

#### 5.2.10 Go-live

Go-Live is the phase in which the application is made available to all the users to carry out live transaction.

1. Before the final Go-Live the Bidder has to complete the implementation of the application as per the Functional and Technical Specifications agreed with 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.
  - i. The completion shall include satisfactory installation, testing, data migration, non-functional requirements, etc.
3. Bidder should provide 2 weeks 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. ReBIT expects the application to Go-Live within two weeks of activity commencement by the successful Bidder. In case of the Go-Live delays by the Bidder the financial Penalty as per 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 ReBIT and the successful Bidder.

#### 5.2.11 Post Implementation

The post implementation period will start immediately of successful "Go-Live" of the project. Post implementation will be from the date of issue of Completion Certificate by ReBIT.

#### 5.2.12 Warranty

1. It would be mandatory on the vendor to provide a warranty during engagement period for deployed solution. During the Warranty period the Bidder would be required to undertake all necessary modifications not falling under the purview of 'Change Management' such as updates, bug fixes, changes in the application or any other support as and when required at no extra cost.
2. The vendor will be required to provide on-site support, if required the on-site support may be extendable at ReBIT's discretion.
3. If any defect in the Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until:
  - a. the defect has been corrected; and
  - b. the Solution functions in accordance with the Contract
  - c. Where the Bidder is not the Manufacturer of certain components of the Solution, then the Bidder shall disclose the Manufacturer's warranty for such components to ReBIT and, in the event such warranty exceeds the Bidder's warranty under this Contract in any respect, shall ensure that ReBIT will receive the benefit of the Manufacturer's warranty.



### 5.2.15 Project Milestones

Milestones	Deliverables/Key Activities	Payment Milestone
<b>Issue of Purchase Order</b>		
<b>Signing of Agreement</b>	Within 1 week of receiving the letter of offer from REBIT	NIL
<b>IT Environment understanding</b>	Technical solution document with Solution Architecture, security features and best practices to be followed	NIL
<b>Deployment</b>	<ul style="list-style-type: none"> <li>User and Technical documentation including Installation, Commissioning, Implementation, security check Manuals</li> <li>Provide onsite support during deployment phase as required</li> </ul>	NIL
<b>Implementation</b>	Implement solution as per RFP specifications	NIL
<b>Training and Support</b>	<ul style="list-style-type: none"> <li>Training on template design and campaign management</li> <li>Provide support in campaign design</li> <li>Provide support in email service setup and operationalisation</li> </ul>	NIL
<b>Go Live, completion of exercise(s) during PO defined period</b>	Application is available to designated officials for intended campaign purpose	100 % of total cost on completion

### 5.2.15 Documentation and User Manual

1. A robust documentation system needs to be in place for all to understand the process and their responsibilities.
2. The bidders shall also provide the following documents as part of the deliverables of the project
  - a. Original manuals of all proposed hardware/software/applications
  - b. Standard Operating Procedures Installation & Configuration Documents Network and Security Architecture Design Documents
  - c. Troubleshooting Manual
  - d. Executive summary report for the project to the management
  - e. Functional and operational requirements
  - f. Project design/plan
  - g. Product description
  - h. Guidance for Best practices
  - i. Implementation Guideline
  - j. Business Continuity /archival/purging /back up Policies/ procedures
  - k. User acceptance test plan
  - l. Applicable training materials
  - m. Once a year implementation health check-up report by OEM

3. All the above documents (soft copy or hard copy) should be provided by the SI, vetted by ReBIT, suggestions incorporated by SI and then provided to ReBIT.
4. System requirement specification document need to be submitted after kick-off of the project. This document should be approved and accepted by ReBIT.
5. Vendor is required to submit weekly status reports showing progress against plan.
6. Complete user manual and system documentation (soft and hard copies) of the proposed solution after the go live.
7. Software version management and software documentation management reflecting features and functionality of the solution.
8. Any changes introduced in the solution by way of redesigning formats / workflow / code level changes, etc. needs to be documented and submitted.

## 6. Locations to be covered

The Bidder's services are required at RBI or its subsidiaries location within Mumbai/ Navi Mumbai region. However, ReBIT reserves the right to change locations/add new locations (with mutual agreement if required) as per ReBIT's requirement within India. Cost for travel of Bidder's personnel travel to other locations in India and hotel/incidental expenses shall be borne by Bidder.

## 7. Bidding Process

### 7.1 Language of Bid

The language of the bid response, supporting documents and any communication with ReBIT must be in written English only.

### 7.2 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and ReBIT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 7.3 Authorization to Bid

The proposal / bid being submitted would be binding on the Bidder. As such, it is necessary that authorized signatory of the firm or organization sign the bid documents. The signatory should be either CEO or authorised by the CEO or the Board of the organization. The Bidder shall provide proof of signature identification for the above purposes as required by ReBIT

- i. All pages of the bid shall be initialled by the person or persons signing the bid.
- ii. Bid form shall be signed in full & official seal affixed.
- iii. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- iv. All such initials shall be supported by a rubber stamp impression / digital signature of the Bidder's firm.

A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

#### **7.4 Period of Validity of Bids**

Bids should remain valid for the period of at least 180 days from the submission date of bid and reverse auction completion. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by ReBIT in case of need. Any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

Finalized prices shall remain valid for contract period from the last date of submission of commercial bid and reverse auction completion, where applicable. The commercial offer shall be on a fixed price basis, no upward revision in the price would be considered. ReBIT reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary

#### **7.5 Pre-Bid Meeting**

For the purpose of clarifications of doubts of the Bidders on issues related to the RFP, ReBIT intends to hold a pre-bid meeting on the date & time as indicated in the RFP. Only authorized representative of Bidder(s) (maximum two) will be allowed to attend the Pre-bid meeting.

Any modification of the RFP, which may become necessary as a result of the Pre- bid meeting will be made available by ReBIT exclusively through the issue of a Corrigendum which will be published on ReBIT's website [www.ReBIT.org.in/procurement](http://www.ReBIT.org.in/procurement) and CPP Portal.

One or more pre-bid conferences may be held for clarifying issues/clearing doubts (if any), about the specifications and other allied technical/commercial details of the equipment, product and services projected in the tender document and for ensuring that the technical requirements provide a level playing field. The date, time and place of the pre-bid conference will be as indicated in the RFP document.

ReBIT shall not be obligated to respond to any or all the queries.

#### **7.6 Clarifications and Amendment in RFP Documents**

Queries / clarifications will not be entertained over the phone. Bidders requiring any clarification of the RFP may notify ReBIT in writing strictly as per the format given in **Annexure-E** at the address/by e-mail given in this document within the date/time mentioned in the schedule of events.

It may be noted that no query of any Bidder shall be entertained / received after the mentioned date. Queries raised by the prospective Bidder(s) and ReBIT's response will be available at ReBIT website.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from ReBIT. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit ReBIT's website or check mails for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by ReBIT exclusively through the issue of an Addendum/Corrigendum, will be published on ReBIT's website <https://ReBIT.org.in/procurement> and on the CPP Portal.

Prior to the last date for bid-submission, ReBIT may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on ReBIT's website. No individual communication would be made in this respect. In order to provide Bidders reasonable time to take the amendment into account for preparing their bid, ReBIT may, at its discretion, extend the last date of submission of bids.

## 7.7 Submission of bids

- i. Interested Bidders are required to submit their bid, accompanying all supporting documents mentioned in RFP documents in the CPP Portal.
- ii. ReBIT may, at its discretion, extend the deadline for submission of bids by releasing corrigendum to this tender document.
- iii. All submissions will become the property of ReBIT. Recipients shall be deemed to license and grant all rights to ReBIT to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission.
- iv. The Bid / Technical Bid submitted should be complete in all respects and contain all information asked for in this document. The following original documents are required to be submitted along with the technical bid:
  - a. The documents as requested in **Annexure-A** are to be submitted.
  - b. All the Annexures should be submitted on letter head of Bidder's company and duly signed with seal of the company. Self-attested photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.
  - c. The Bidder should ensure that all the annexures are submitted as prescribed by ReBIT. In case it is not in the prescribed format, it is liable to be rejected.

## 7.8 Modification and Withdrawals of Bid

No modification in the Bid shall be allowed, after the deadline for submission of Bids. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

## 7.9 Bid opening and Evaluation Process

- i. Technical bids will be opened as per the date and time mentioned in the schedule of events.
- ii. Bids of those bidders who meet the Minimum Eligibility Criteria as per **Annexure - G** will be considered for technical evaluation.
- iii. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the Bidder does not comply or respond by the date, their bid will be liable to be rejected.
- iv. ReBIT may, at its discretion, waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever necessary, observations on such minor issues (as mentioned above) ReBIT may conveyed to the Bidder, asking them to respond by a specified date also mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected.
- v. The Bidder at no point of time can excuse themselves from any claims by ReBIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation/service deliverables, etc. as mentioned in this RFP.
- vi. ReBIT will empanel **Technically Qualifying Bidders** for the scope outlined in the RFP.
- vii. The selection of Successful Bidders for Empanelment will be based on **Technical Evaluation Score** achieved by MEC qualified bidder.
- viii. Top 10 technically qualified bidders would be considered for Empanelment and final decision is up to ReBIT.

### 7.9.1 Technical Bid Evaluation

- i. The technical bids will be opened by ReBIT online as per the bid opening date and time specified in the RFP.
- ii. Bids of only those bidders who meet the minimum eligibility criteria will be considered for technical evaluation
- iii. Initial proposal scrutiny will be held, and proposals will be treated as non-responsive and rejected, if proposals are:
  - Not submitted in the format specified in this RFP
  - Received without letter of authorisation
  - Non-compliant with any of the clauses specified in this RFP

- Have lesser than prescribed validity period
  - Submitted with incomplete information, subjective, conditional offers, and partial offers
  - Submitted without the documents required under this RFP
- iv. Eligible technical proposals shall be evaluated by ReBIT according to the technical evaluation process defined in this RFP. ReBIT may, at its discretion, seek clarifications or ask the Bidder to make technical presentations on any aspect.
- v. ReBIT at its discretion may reject the proposal of the Bidder without assigning any reason whatsoever, if in ReBIT's opinion, the proposal was not made appropriately to meet the RFP requirement / performance criteria as stipulated by ReBIT.
- vi. The evaluation will be undertaken by a committee formed for the purpose by ReBIT which consists of senior ReBIT officials and may also consist of external experts. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.
- vii. The following criteria shall be used for evaluation of technical proposals -

Technical Evaluation Scoring will be done as per Annexure J1 & Annexure J2. In addition, the following will also be scored during vendor presentation:

Sr. #	Parameters	Aspects to be covered in Presentation	Scoring Logic	Weightage
1	Implementation	Approach / Plan / Deliverables / Timeline	0- Not considered 1- Not Satisfactory 2- Acceptable/ Satisfactory 3- Average 4- Good 5- Excellent	5
		Hardware & Software Configurations		5
		Configuration Design & Validation		5
2	Operations and Testing	Approach / Plan / Deliverables		5
3	Training	Approach / Plan / Deliverables		5
5	Vendor Capability	Team Profile & Technical Capability		5
		Assurance on Performance & Operational Support	5	
		Experience on similar setup and support	5	
6	Value Propositions	Value additions – Expertise, Experience, & Support to ReBIT	5	

7	Customer Reference	Similar / BFSI Customer - at least 3 references		5
Total Marks for Presentation -				

- viii. In preparing the response to Technical Criteria, the Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- ix. The technical proposal should clearly demonstrate the Bidders understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP.
- x. Bidders who will score **80% marks** in the technical evaluation will be considered as technically qualified bidder for proposed empanelment.
- xi. The technical bid evaluation decision of ReBIT shall be final. No correspondence shall be entertained in this regard.

## 8. Notification of Empanelment

On completion of evaluation as defined, ReBIT will notify the empanelled bidders and publish the list of empanelled agencies on ReBIT website concluding the RFP process and shortlisting of the bidders.

Contract Tenure for this empanelment engagement will be for 3 years with provision of annual review based on performance of the empanelled vendors. Suitable vendor will be selected for performing scope activity through closed RFQ on yearly basis.

However, ReBIT will be under no obligation to accept the most responsive offer, or any other offer received in response to this RFP notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. ReBIT reserves the right to make any changes in the terms and conditions of purchase. ReBIT will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

ReBIT will award the Contract, subject to approval from the approval authority to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the shortlisted Bidder. Provided further that the Bidder is determined to be qualified to perform the contract satisfactorily and their credentials have been verified.

Prior to the expiration of the period of bid validity, the successful Bidder shall be notified in writing by letter or by email. Within 15 days of receipt of the notification of award, the successful Bidder shall execute a contract with ReBIT in accordance with the terms and conditions of this RFP.

For execution of contract agreement promptly after the successful Bidder is notified, the Bidder will be sent the contract incorporating all agreements between the parties. The supplier should acknowledge and unconditionally accept, sign, mention the date and return the contract within 5 days from the date of issue of contract.

The selected 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. The stamp paper and franking needs to be done in Mumbai only.

Within 15 days of receipt of the notification of award, the successful Bidder shall at his/her own expense submit to ReBIT unconditional, irrevocable, and continuing Performance Bank Guarantee from a scheduled bank, in the format prescribed in this RFP, payable on demand, for the due performance and fulfilment of the contract by the Bidder. Notwithstanding and without prejudice to any rights whatsoever of ReBIT under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to ReBIT as compensation for any loss (including loss of opportunity, time, or cost, etc.) resulting from the Bidder's failure to comply with its obligations under the contract.

## 9. Rejection of Bid

ReBIT reserves the right to accept or reject any Bid in part or in full or to cancel the RFP process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ReBIT's action

ReBIT reserves the right to disqualify the Bidder/(s), if Bidder/(s) have not completed any project successfully in ReBIT in stipulated time i.e. Supply, Installation, Setup, Implementation, Operation, Maintenance etc in the past or having poor performance record.

## 10. Payment Terms & Milestones

ReBIT will endeavour to make all payments for the products / services delivered to it, based on completed milestones mentioned at 5.2, within a period of 45 days from the date of acceptance of invoice by ReBIT. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).



Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from ReBIT.

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 invoice(s).

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), ReBIT will make payment within forty-five (45) working days of the settlement of such disputes.

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 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 and the Invoice would be governed by the terms contained in the Contract concluded between ReBIT and the Bidder”. Bidder should ensure that the project should not suffer for this reason.

## 11. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of ReBIT, nor seek to be treated as employees of ReBIT for any purpose, including claims of entitlement to fringe benefits provided by ReBIT, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services and the Bidder will make all required payments and deposits of taxes in a timely manner.

The amount payable 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 all payments under the project shall be paid after deducting any tax deductible at source (“TDS”) and GST-TDS\* as applicable.

\*As per GST Notification No.33/2017 read with Notification No. 50/2018, ReBIT being a 100% subsidiary of Reserve Bank of India would be required to deduct TDS under the GST regime. Therefore, ReBIT would be required to deduct additional TDS as under:

Nature of Supply	Name of GST	Rate of GST - TDS
Location of service provider and place of supply is in Maharashtra	CGST	1%
	SGST	1%

Location of the service provider and place of supply are outside Maharashtra	IGST	2%
--	------	----

ReBIT agrees to file GST TDS returns for the amount deducted as TDS under GST laws.

The Bidder will need to provide the details for the GST deposited with the authorities for the GST component to be paid off by ReBIT.

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, after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amounts have become due and payable under this RFP and subsequent agreement provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.

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 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 ReBIT and adjusted in the payment milestones. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, ReBIT will treat the prices quoted as not in conformity with these guidelines and proceed accordingly.

If 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, 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, ReBIT shall adjust the amount out of the payments due to the Bidder from REBIT along with the interest calculated as per the rate prevailing at the time of actual payment

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

## 12. Termination

ReBIT reserves its right to terminate / cancel the Purchase Order / Contract at any time by assigning appropriate reasons and recover expenditure incurred by ReBIT in addition to recovery of liquidated damages in terms of the contract, in the event of any of the following conditions (but not limited to):

- i. Delay in delivery / completion of purchase order / services.
- ii. Breaches in the terms and conditions of the Contract / Order.
- iii. Non submission of acceptance of empanelment offer / order within 7 days of order / notification of award.
- iv. Failure of the successful Bidder to accept the contract / furnish the Performance Bank Guarantee within 15 days from delivery of the goods.
- v. Non-adhering to regulatory compliance.
- vi. In case of the bidder going insolvent voluntarily or otherwise, getting blacklisted, involvement in fraud, etc.
- vii. Non-satisfactory performance of the selected Bidder during service and operation.
- viii. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- ix. ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority.
- x. In the event of subcontract or assignment contrary to the terms of agreement.

ReBIT will serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services.

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 security deposit, if any, under this contract.

In addition to the cancellation of purchase order / Contract, ReBIT reserves its right to invoke the Performance Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

## 13. Sub-Contracting

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

## 14. Service Level Agreement (SLA), Penalties & Liquidated Damages (LD)

### 14.1. Purpose and Objective of SLA

ReBIT intends to enter into a Service Level Agreement (SLA) with the successful Bidder in order to provide complete utility of the service that could be provided to ReBIT under this RFP. 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”.

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to ReBIT for the duration of this contract period of the Project.

This SLA provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned in the RFP.

The Bidder should provide SLA monitoring tool/system which will be used for monitoring SLA based on the SLA defined.

The Bidder has to facilitate all the reports pertaining to SLA Review process. All the reports must be made available to ReBIT, as and when the report is generated or as and when asked by ReBIT.

Timelines specified at Project Milestones shall form the Service Levels for delivery of Services specified there-in.

The maximum limit on the penalties including liquidated damages during the period of contract shall be 10% of the total contract value.

### 14.2 Definitions

For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

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

$$\text{BU (\%)} = \frac{S_{\text{BOH}} - S_{\text{BDT}}}{S_{\text{BOH}}} \times 100$$

Availability for Business”.

Where BU = Business Utility,  $S_{BOH}$  = Scheduled Business Operation Hours,  $S_{BDT}$  = Business Downtime

2. 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.
3. “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."
4. The “Working Hours” would be from 9:300 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.
5. “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.

Any issue could be classified under the following four categories:

**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 Solution services to ReBIT. 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”.

**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 ReBIT, Regulated entity offices and external institutions having an access.

**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.

**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.

### 14.3. Service level Requirements

It is expected that after successful login all the respective modules of the application should be made available to the users within a response time of less than two second at peak usage.

The Bidder would be in total charge of the following:

1. Complete Systems Software and Environments required for the PSP solution implementation
2. Implementation and Development Services for PSP (includes Integration and Interfaces)
3. Warranty & AMC
4. Training & maintenance of all training content during the contract period

The Bidder is expected to take care of the systems by covering them under the contract period which in line with the OEM back-to-back support to meet the SLA commitments

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).

The vendor should adhere to SLA as per the OEM Service Support Policy listed on their website.

The successful bidder would have to ensure continuous system availability for all functional/ non-functional requirements. In case of any maintenance/ upgrade/ update activity is planned, vendor must provide an advance intimation of at least three calendar days. The implemented solution should not be unavailable in an unplanned manner.

In case due to any reason the solution is unavailable for operations as per defined scope, or In case there is unavailability during 2 consecutive campaigns, or In case a downtime causes significant impact on a particular campaign, it will be treated as breach of the agreement and ReBIT reserves the right to impose a penalty (as deemed appropriate) up to 10% of the overall contracted cost of the solution or terminate the agreement without giving any prior notice.

### 14.4. Performance Tracking and Reporting

ReBIT requires the Bidder to provide reports on “Business Downtime” and a log of all issues that have been raised and Closed/Pending Closure by the Bidder. The frequency of the report would be Monthly, Quarterly and Yearly. If no issues, a nil statement may be provided.

The solution related minimum service expectation as a percentage of “Business Utility” is of 99.99% to be calculated on monthly basis.

### 14.5. Problem Management and Escalation Procedures

For product related incidents, the OEM should provide highest level support typically with immediate ticketing and 24\*7 online/ helpdesk support and provide incident management tool for logging in such incidents directly with the OEM. It should have an audit trail and updating functionalities and preferably have a role-based access for the users. ReBIT should be able to retrieve the details of any issue logged and get the complete history of the issue including entry made by, date of entry, date and details of the solution, re-opened date with remarks, etc.

## 14.6. 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.

## 14.7. Liquidated Damages (LD)

If Successful Bidder fails to deliver any or all the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, ReBIT shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful Bidder. For calculation of LD:

- i. In case of delay by the Bidder in any stage of the project milestone, the financial Penalty as per ReBIT’s discretion will be imposed on the Bidder at 1% of the total contract value per week of delay, to the maximum of 10% of the total contract value as per the agreement between ReBIT and the successful Bidder.
- ii. ReBIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ReBIT to the company and to terminate the contract after 4 weeks of delay.
- iii. Part of week will be treated as a week for this purpose.
- iv. However, ReBIT may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- v. ReBIT will deduct the amount of liquidated damages from the payment due of the same project from the Successful Bidder or invoke the Bank Guarantee. ReBIT may also withhold the amount to be recovered from the payment due from other projects held by the same Bidder.
- vi. Any such recovery or liquidated damages shall not in any way relieve the successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- vii. ReBIT reserves the right to condone the delay if it is not attributable to the successful Bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification including SLAs and conditions of the offer document, ReBIT reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

## 15. Adherence of Cyber Security Policy

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per ReBIT's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Bidder should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should be aware about ReBIT's IT/ IS/ Cyber security policy and must maintain the utmost secrecy & confidentiality of ReBIT's data including process performed at ReBIT premises. At any time, if it comes to the notice of ReBIT that data has been compromised / disclosed/ misused/misappropriated due to any gap in compliance to the above-mentioned policies then ReBIT would take suitable action as deemed fit and selected vendor would fully be required to compensate ReBIT of loss incurred by ReBIT.

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

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to ReBIT as and when sought. Credentials of vendor/third party personnel accessing and managing ReBIT's critical assets shall be maintained and shall be accordance with ReBIT's policy. ReBIT shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Bidder shall ensure to support baseline system security configuration standards. ReBIT shall also conduct effective due diligence, oversight, and management of third-party vendor's/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

## 16. Confidentiality

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:

- i. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by ReBIT.



- ii. To only make copies as specifically authorized by the prior written consent of ReBIT and with the same confidential or proprietary notices as may be printed or displayed on the original.
- iii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.
- iv. To treat all Information as Confidential Information.
- v. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with ReBIT as per prescribed format provided in **Annexure K** within 15 days of issuing the purchase order/notification of award.

## 17. Limitation of liability

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

## 18. Indemnification

- i. Bidder shall indemnify, protect, and save ReBIT and hold ReBIT harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
  - a. an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by the Bidder,
  - b. breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder
  - c. Use of the deliverables and or services provided by the Bidder,
  - d. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Bidder shall further indemnify ReBIT against any loss or damage to ReBIT’s premises or property, ReBIT’s data, direct financial loss, loss of life, etc., due to the acts of the Bidder’s employees or representatives. The Bidder shall further indemnify ReBIT against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on ReBIT for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
    - i. ReBIT notifies the Bidder in writing in a reasonable time frame on being aware of such claim,

- ii. The Bidder has sole control of defence and all related settlement negotiations,
  - iii. ReBIT provides the Bidder with the assistance, information, and authority as it deems fit to perform the above.
- ii. It is clarified that the Bidder shall in no event enter a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to ReBIT's (and/or its customers, users, and service providers) rights, interest and reputation.
  - iii. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
  - iv. Bidder should take full responsibility for its and its employee's actions. Further, since ReBIT's data could be integrated / used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to ReBIT's data and for causing reputation risk to ReBIT.
  - v. The Bidders should indemnify ReBIT (including its employees, directors, or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:
    - a. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
    - b. Negligence and misconduct of the Bidder, its employees, and agents.
    - c. Breach of any terms of RFP, Representation or Warranty.
    - d. Act or omission in performance of service.
    - e. Loss of data due to any of the reasons mentioned above.
    - f. Non-compliance of the Bidder with Laws/Governmental /regulatory Requirements.
  - vi. In the event that ReBIT is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend ReBIT.
  - vii. It will be the Bidder's responsibility to rapidly do away with third-party claims. The Bidder will also pay any compensation arising from the infringement claims and ReBIT will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
  - viii. On its part, ReBIT will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
  - ix. Once the components delivered at ReBIT premises, The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, ReBIT has the right to cancel the order and the Bidder will have to refund the total amount received from ReBIT along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.
  - x. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.
    - a. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations

and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

- b. If a third party's claim endangers or disrupts ReBIT's use of the Deliverables, Bidder shall at no further expense, charge, fee, or cost to ReBIT, obtain a license so that ReBIT may continue use of the Deliverables in accordance with the terms of this RFP.
- c. Bidder shall indemnify and keep fully and effectively indemnified ReBIT from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

## 19. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance, or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The Bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by ReBIT or not. The Bidder shall take all corrective measures arising out of discrepancies, errors, and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to ReBIT.

**End of life and End of Support of deliverables to be ensured by the successful bidder.**

## 20. Vendor Security Risk Assessment

### i. General Security Requirements

- Vendor / Bidder should have the security controls in place to protect sensitive and/or confidential information shared with the vendor.
- Ensure that any agent, including a vendor or subcontractor, to whom ReBIT provides access to information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the information systems.
- Vendors will not copy any ReBIT's 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.
- All personnel who will be part of this engagement deployed at ReBIT's premises will need to adhere ReBIT's security policy.
- All personnel who will be part of this engagement will need to sign NDA with ReBIT.
- Vendor / Bidder should carry out Background checks which includes Address, Education, past employment, and criminal checks for all personnel that will be deployed at ReBIT for the

implementation.

- Vendor shall disclose the origin of all software components used in the product including any open source or 3rd party licensed components.

## ii. Security for Support & Maintenance

- Vendor should follow all the process defined by ReBIT like Incident, Change, Release and Patch Management.
- Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to this project should be disclosed.
- All user and technical access will be granted as per the Role Matrix approved by ReBIT. All access will be reviewed as per defined frequency and during control points e.g. when a team-members leave team or organization.
- The security requirements for vendors mentioned in these sections will be evaluated during the Vendor Security Risk Assessment. This assessment will be conducted on periodic basis.

## 21. Force Majeure

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

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

If the duration of delay due to force majeure continues beyond a period of three months, vendor and ReBIT shall hold discussion to find a solution. However, notwithstanding the above, the decision of ReBIT would be final and binding on the vendor.

## 22. 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 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 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 ReBIT through the action of Bidder's employees.

## 23. Non-Payment of items/activities fees

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

## 24. 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 ReBIT.

## 25. 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 ReBIT, directly or indirectly:

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 ReBIT in rendering services under the contract; or

Induce any person who is / have been an employee or associate of ReBIT at any time to terminate his/ her relationship with ReBIT.

## 26. No Employer-Employee Relationship

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.

A self-declaration is required from the Bidder as per **Annexure C** as part of the technical bid.

## 27. Ownership

The RFP and all supporting documentation are the sole property of ReBIT and should NOT be redistributed without written consent of ReBIT.

Violation of this would be breach of trust and may, inter-alia causes the Bidders to be irrevocably disqualified.

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

The bid proposal and all supporting documentation submitted by the Bidder shall become the property of ReBIT. Unless ReBIT agrees to the Bidder's specific requests, in writing, the proposal and documentation are not to be returned.

## 28. Tender/RFP Cancellation

ReBIT reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

## 29. Publicity

Any publicity by the Bidder in which the name of ReBIT is to be used, will be done only with the explicit written permission of ReBIT.

## 30. Dispute Resolution

In the event of any dispute, disagreement or differences between the parties relating to the "Contract or LOI (Letter of Invitation) whichever is issued later", ReBIT and the vendor shall make every effort to resolve amicably, by direct informal negotiation.

If after thirty days from the commencement of such informal negotiations, ReBIT and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mumbai, India. In the event of failure to resolve the differences through arbitration, either of the parties shall be free to undertake necessary further legal course with the Courts of Law in Mumbai who shall have jurisdiction for preventive, interlocutory and other incidental relief applied for by any party under or in relation to Agreement.

## 31. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

## Annexure A: Submission Checklist for Technical Bid

The Bidder must ensure that the following have been submitted as a part of the Technical Bid 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)
Index of all the documents, letters, signed RFP etc. submitted in response to this document along with page numbers.	<input type="checkbox"/>
A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	<input type="checkbox"/>
Demand Draft / Bank Guarantee towards the Earnest Money Deposit.	<input type="checkbox"/>
Copy of the Bid document along with all clarifications released by ReBIT duly stamped and signed 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 / PDF format.	<input type="checkbox"/>
Annexure A (as applicable)	<input type="checkbox"/>
Annexure B (as applicable)	<input type="checkbox"/>
Annexure C (as applicable)	<input type="checkbox"/>
Annexure D (as applicable)	<input type="checkbox"/>
Annexure E (as applicable)	<input type="checkbox"/>
Annexure F (as applicable)	<input type="checkbox"/>
Annexure G (as applicable)	<input type="checkbox"/>
Annexure H (as applicable)	<input type="checkbox"/>
Annexure I (as applicable)	<input type="checkbox"/>
Annexure J1 (as applicable)	<input type="checkbox"/>
Annexure J2 (as applicable)	<input type="checkbox"/>
Annexure K (as applicable)	<input type="checkbox"/>
Annexure L (as applicable)	<input type="checkbox"/>



## Annexure B: Bid Submission Form

[Insert: Location, 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 / Madam,

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 the validity as mentioned in the RFP and our Offer shall remain binding on us and may be accepted by ReBIT any time before expiry of the offer.

We undertake, if our Proposal is accepted, to start the services within the timelines as mentioned in the RFP 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.

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.

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 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 mentioned in the RFP for the due performance of the contract.

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.

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.

ReBIT is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any 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.

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 namely "Prevention of Corruption Act 1988".

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.

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]

## Annexure C: 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

## **Annexure D: Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**

**(On letterhead of the Bidder)**

**Strictly Private and Confidential**

To

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

[Date]

Dear Sir / Madam,

**Sub: Request for Proposal for Empanelment of Agencies for Phishing Simulator Platform (PSP), RFP: ReBIT/CPO/2022-23/010/025 dated 01 August 2022.**

Further to our proposal, in response to the Request for proposal for **Empanelment of Agencies for Phishing Simulator Platform (PSP), RFP: ReBIT/CPO/2022-23/010/025 dated 01 August 2022** (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 workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against any of our employee within the premises of 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 ReBIT shall be taken cognizance of by the Regional Complaints Committee constituted by 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 workplace and related issues.

5. The Bidder shall provide a complete and updated list of its employees who are deployed within ReBIT's premises.

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

## Annexure E: Bidders Queries Format

Contact Details		
<b>Name of Organization submitting Request</b> (Enter Full Legal Entity Name)	:	
<b>Full Formal Address of the Organization</b>	:	
<b>Tel</b>	:	
<b>Fax</b>	:	
<b>Email</b>	:	
<b>Name &amp; Position of Person submitting Request</b>		
<b>Name</b>	:	
<b>Position</b>	:	

#	Clause no.	Page no.	Clause	Query	ReBIT Response

## Annexure F: Bidder's Details

*[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	<i>[insert Bidder's legal name]</i>
2. Bidder's Country of Registration:	<i>[insert Country of registration]</i>
3. Bidder's Year of Registration:	<i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration:	<i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorised Representative Information Name: Designation: Address: Telephone/Fax numbers: Email Address:	
6. Attached are certified copies of original documents of firm/ company named in 1: o Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney	

*Name and Signature of authorised signatory and Seal of Company*



## Annexure G: Minimum Eligibility Criteria

(On Bidders Organisation's Letterhead)

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

Sr. #	Criteria	Minimum Requirement	List of Documents to be Submitted	Compliance status (Yes/No)
1	Registration & Certifications License	<p>The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act and must provide the following details:</p> <p>a. Details of Registration of the firm /organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>b. GST registration number</p>	<p>a. Copy of Certificate of Incorporation (firm / organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.) must be provided.</p> <p>b. Copy of GST Certificate</p>	
2	Turnover & Financial Liability	<p>c. The Bidder should have a Positive Net Worth in last three (3) financial years, i.e. 2019-2020, 2020-2021 &amp; 2021-2022</p> <p>d. The bidder should be in Net Profit (Profit After Tax) in the last three (3) financial years, i.e. 2019-2020, 2020-2021 &amp; 2021-2022.</p> <p>e. The bidder should have an Average Annual Turnover of at least Rs 5 Lacs in the last three (3) financial years, i.e. 2019-2020,</p>	<p>a. Certificate from CA specifying Annual Turnover, Net worth &amp; PAT for the above-mentioned duration.</p> <p>b. Copy of Audited Balance Sheet including Profit &amp; Loss Statements of last three Financial Years (FY 2019-2020, 2020-2021 &amp; 2021-2022) and Certificate from CA where Audited Balance Sheet is not available - specifying Annual Turnover for the above-mentioned duration.</p>	

		2020-2021 & 2021-2022.		
3	Work Experience	The Bidder should have implemented the mock Phishing campaign application / service in at least three (3) in any organisations / sector within the last three financial years i.e. 2019-2020, 2020-2021 & 2021-2022.	<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 / PO Copy as documentary evidence proving project value</p> <p>The onus of proving the credential via documentary evidence is of the Bidder.</p> <p>In case, the Bidder is unable to provide any of the above, it will be 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> <p>The name of the Bidder and the proposed OEM solution needs to be in sync with the credential letters / contract copies. Exceptions may be made in case of divestiture, M&amp;A.</p>	
4	Legal Liability	a. The Bidder should not be currently blacklisted from any of the government, semi government institutions, public/	a. Self-attested declaration must be submitted on bidder's letter head.	

		<p>private companies etc. in India and abroad.</p> <p>b. The Bidder must warrant that there is no legal action been taken against them for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).</p>	<p>b. Self-attested declaration must be submitted on bidder's letter head.</p>	
--	--	---	--	--

- 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.

Authorized Signature

## Annexure H: Manufacturer's Authorisation Form (MAF)

(To be filled for hardware/ application software / system software/ RDBMS/ any other suites, whatsoever applicable separately)

To,  
Procurement - In - Charge  
Reserve Bank Information Technology Pvt Ltd (ReBIT)  
502, Building No 1, MindSpace, Juinagar,  
Nerul, Navi Mumbai - 400706

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturer / developer of \_\_\_\_\_ having organization at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFP / tender.

We hereby extend our full guarantee and warranty for the following software's / products offered by the above firm in response to ReBIT's RFP/ tender and contract for supply, installation, commissioning, services, and support for Products & Services as specified in tender / RFP as per the terms and conditions set out in the document for the purpose.

-----  
-----  
-----  
-----

(Please mention the names of the Software, Desktop, laptop, Servers, System Software, RDBMS, any other suites, whatsoever applicable separately)

Yours faithfully,

(OEM's Authorised Signatory)  
(Designation)  
(Contact Details & Email Id)

Date:

Place:

## Annexure I: Bidder's Experience

(On letterhead of the Bidder)

Sl No.	Information Sought	Information
1	Client's name	
2	Assignment/Job name	
3	Name and Contact Details of the Client	
4	Scope of Supply/Services as a provided under the contract	
5	Current Status	
6	Duration of Assignment/Job (months)	
7	Approx. value of the contract (in Rupees)	
8	Approx. Value of the assignment/job provided by your firm under the contract (In Rupees)	
9	Start date (month/year)	
10	Completion date (month/year)	
11	Copy of Purchase/ Work Order	
12	Any other Supporting Document	

Signature of Bidder

Date

Place

## Annexure J1: Technical Compliance Sheet – Functional Requirements

(On letterhead of the Bidder)

Note: During technical evaluation, each requirement will be rated on the range of 1 to 5 based on the compliance submitted & presented by the bidder.

Sl No.	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
1.	Campaign Design	Platform should have a repository of phishing templates categorised by theme		
2.	Campaign Design	Platform should have a repository of phishing templates categorised by industry		
3.	Campaign Design	Platform should have a repository of phishing templates for the banking sector		
4.	Campaign Design	Platform should be capable of importing\parsing\copying an email to create a realistic phishing template		
5.	Campaign Design	Platform should be capable of importing\parsing\copying a website to create a realistic phishing template		
6.	Campaign Design	Have the option of an assessment or questionnaire to be added post the phishing exercise, to further assess the readiness of targeted users		
7.	Campaign management	Platform should be capable of planning and scheduling campaigns at pre-decided dates		
8.	Campaign management	Platform should be capable of staggered sending of the mock phishing emails at pre-decided times		
9.	Campaign management	Platform should have functionality to monitor and display the progress of current campaigns		
10.	Campaign results	Platform should identify and record how many targeted email IDs received the phishing email		
11.	Campaign results	Platform should identify and record how many targets opened the phishing email		
12.	Campaign results	Platform should identify and record how many targets clicked on the link in the phishing email		
13.	Campaign results	Platform should identify and record how many targets entered credentials on the phishing page		
14.	Campaign results	Platform should identify and record how many shared other data on the phishing page		

SI No.	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
15.	Campaign results	Platform should identify if the mock phishing emails are being scanned by anti-malware, sandbox, and other security tools, and whether they are effectively being isolated as threats		
16.	Campaign results	Identify whether the phishing emails sent to the targeted users were forwarded to others within or outside the respective RSE. If forwarded, how many such recipients opened the email and how many clicked on the phishing URL or opened the attachment, and how many entered sensitive information into the phishing page.		
17.	Campaign results	Platform should display results and provide insights (per RSE) in the form of dashboard		
18.	Campaign results	Platform should display results and provide insights (per RSE) in the form of reports		
19.	Campaign results	Platform should be capable of customising dashboards		
20.	Campaign results	Platform should be capable of customising reports		
21.	Campaign results	Platform should be capable of exporting dashboards in excel format		
22.	Campaign results	Platform should be capable of exporting reports in excel format		
23.	Campaign results	Platform should be capable of exporting reports in PDF format		
24.	Campaign results	Platform should be capable of exporting dashboards in PDF format		
25.	Campaign results	Platform should display consolidated campaign results categorised by campaigns, departments, RSEs, themes, and other customisable groupings		
26.	Collated Data security	Platform should have the option to mask the information entered by targeted users during phishing campaigns		
27.	Collated Data security	Platform should have the option to securely delete the information entered by targeted users during phishing campaigns		
28.	Input database	Platform should be able to import bulk email IDs from a dataset and store it in a backend database		
29.	Campaign management	Platform should have options to mention & manage basic profile of the target users (Name, Email, Designation, Department, Organisation, Status of campaign results etc.)		

SI No.	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
30.	Campaign Design	Campaign design should have the option of HTML or webpage editor to customise the template		
31.	Campaign Design	The platform should have option to notify admin (via email or on-screen notification) about campaigns progress/ status/ completion.		
32.	Collated Data security	Platform should store sensitive information collected in an encrypted manner \ have security measures to protect the information		
33.	Backup and Archiving	Platform should have a capability for retrieval of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.		
34.	Software	All the software modules of the proposed solution should be latest as well as stable one and must have a general release date prior to the date of the submission of the proposal.		
35.	User Management	There shall be a provision to manage user accounts for all personnel using the proposed solution, with functionalities to create, edit and delete user profiles, setup and reset passwords and other authentication factors using an administrator account, and assign the varying levels of access as deemed appropriate		
36.	Software	The admin panel\management console should have support for SSL		



## Annexure J2: Technical Compliance Sheet – Non-Functional Requirements

(On letterhead of the Bidder)

Note: During technical evaluation, each requirement will be rated on the range of 1 to 5 based on the compliance submitted & presented by the bidder.

Sl No	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
1.	Activity Log Management	System should have capability to capture audit logs for modifications done at application level as well as database level.		
2.	Activity Log Management	There shall be provision for complete audit trail of all operations by the users.		
3.	Activity Log Management	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.	Architectural Document Requirements	List of documents mentioned below, if required bidder shall provide additional documentation as required.		
5.	Architectural Document Requirements	a) Solution deployment architecture with Hardware topology		
6.	Architectural Document Requirements	b) User manual		
7.	Architectural Document Requirements	c) Version description document		
8.	Architectural Document Requirements	d) Problem reports and Issue logs		
9.	Architectural Document Requirements	e) System/Application FAQs		
10.	Architectural Document Requirements	f) Application upgradation and patches management document		
11.	Architectural Document Requirements	g) Run Book		
12.	Backup and Archiving	Backup / Restore activity should not hamper Availability of System		
13.	Backup and Archiving	Platform should be capable of backing up all campaign results, design and other data and other relevant information		
14.	Backup and Archiving	The Application should have a capability for easy retrieval of the backed-up data		

Sl No	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
		(both application and the database) with least amount of manual intervention with no Data Loss events.		
15.	Backup and Archiving	Vendor shall be responsible for assisting ReBIT for backups		
16.	Database security	All backend data and databases should be stored in an encrypted form		
17.	Document Security	System should be secure enough from hacking and other sort of attack. Security assessments needs to be carried out at regular intervals as mutually agreed upon.		
18.	General Technical Requirements	Bidder will be responsible for maintaining the licenses and maintenance / upgrading of any third-party components used.		
19.	General Technical Requirements	The data and the PSP system must be hosted in-house (on premises). Implementation of the proposed solution would be at RBI or at its subsidiaries end in Mumbai/ Navi Mumbai.		
20.	Hardware Requirements	The requirements will be explicitly mentioned if Hardware and any other software requirement by the platform.		
21.	Hardware Requirements	The solution should be deployed in the on-premises mode at designated location defined by ReBIT. The bidder should provide all the required hardware details along with detailed configuration required for hosting the Phishing Simulation Solution at designated on-premises location. Bidder should provide the hardware configuration details while submitting the Technical Bid.		
22.	Integration	Platform should be compatible and integrate easily with the on-premises or vendor provided email service		
23.	Maintenance and Support	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.		
24.	Security Requirements	All Encryption keys to be stored in secured location with limited access.		
25.	Security Requirements	Bidder should disclose the origin of all software components used in the product including any open source or 3rd party licensed components. ReBIT reserves the right to conduct further security testing of the system by either ReBIT personnel or another party. Any gaps identified during this testing should be fixed by bidder at their own cost. The solution will not be considered accepted until the independent review by ReBIT is complete and all security issues have been closed or assigned to a mutually agreed upon remediation roadmap.		

SI No	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
26.	Security Requirements	Develop, implement, maintain and use best in class industry proven safeguards that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. Follow industry standards such as OWASP during design and development phase.		
27.	Security Requirements	Maintain a security plan that complies with industry accepted security requirements. Security Plan should be embedded within the Project Plan & approved by ReBIT.		
28.	Security Requirements	Provide security in compliance with ReBIT security requirements to protect the confidentiality, integrity, and availability of the information systems and data present in the solution.		
29.	Security Requirements	ReBIT will perform a security risk assessment of the proposed solution or carry out the same by third party bidder. Risks identified should be remediated by the bidder at their own cost.		
30.	Security Requirements	The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.		
31.	Security Requirements	The file store locations need to be secured. Strong cryptographic controls to be supported.		
32.	Security Requirements	The solution should be compliant to Indian Information Technology Act, 2000 (along with amendments as per Information Technology (Amendment) Act, 2008).		
33.	Security Requirements	The solution should ensure there should be no data leakages by implementation of distributed programming frameworks. The solution should secure data storage and logs. Auditing should be enabled to track each activity.		
34.	Security Requirements	To ensure that all parties have a common understanding of any security issues uncovered, Vendor should provide security assessment findings prior to going live.		
35.	Security Requirements	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.		
36.	Security Requirements	While developing the interfaces the Bidder must ensure and incorporate all necessary security and control features within the application, OS, database, network etc., so as to maintain integrity and confidentiality of the data		
37.	Software	All the software modules of the proposed solution should be latest as well as stable one and must have a general release date		

Sl No	Requirement	Requirement description	Compliance by bidder (Y/N)	Remarks
.		prior to the date of the submission of the proposal.		
38.	User Management	There shall be a provision to manage user accounts for all personnel using the proposed solution, with functionalities to create, edit and delete user profiles, setup and reset passwords and other authentication factors using an administrator account, and assign the varying levels of access as deemed appropriate		
39.	Solution Setup	Multiple Domain name registrations based on campaigns/ on demand in addition to domain name registration for management console.		
40.	Solution Setup	Registration of dedicated IP address for solution, campaigns/ landing page with option to update/regenerate new IP addresses in case of blocking post campaigns.		

Signature of Bidder

Date

Place

# Annexure K: 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]

Dear Sir / Madam,

## **Confidentiality Undertaking**

We acknowledge that during bidding for -----, 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.

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 Appointment of Design Consultant, 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.

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

Yours sincerely

Signature and Stamp of Company

Authorised Signatory (same as signing the proposal)

Name:

Position:

Date:

## Annexure L: Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all



the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.