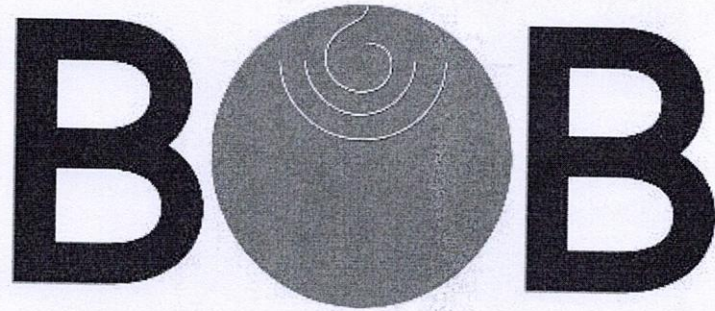


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BANK OF BHUTAN

A **chi** Company

Banker to the Nation since 1968

REQUEST FOR PROPOSAL (RFP)

For

Audit & Certification of ISO 27001:2013 of Data Center

Tender no.: 000/BoB/Tender/2020/005

Date: 25/04/2020



CHECKLIST FOR BID SUBMISSION

SL#	PARTICULARS	Requirement	Submitted*
I	TECHNICAL BID		
1	Valid trade licence	Yes	<input type="checkbox"/>
2	Tax Clearance Certificate	Yes	<input type="checkbox"/>
3	Audited financial certificate for three years	Yes	<input type="checkbox"/>
4	Signed & Stamped Technical specification / Business Requirements in soft copy with password protected file named as and "ISO27001_Certification_(bidder_company_name)_Technical"	Yes	<input type="checkbox"/>
II	COMMERCIAL BID		
1	Signed, Stamped & dated bid forms in soft copy with password protected file and named as "ISO27001_Certification_(Bidder_company_name)_Commercial"	Yes	<input type="checkbox"/>
2	Signed and Stamped Price Schedule	Yes	<input type="checkbox"/>



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Annexure B15



Request for Proposal for Audit & Certification of ISO 27001:2013

1. BACKGROUND

Bank of Bhutan Limited (BOBL) was established in May 1968 by a Royal Charter and was the country's only banking institution until 1997. It also acted as the Central Bank of Bhutan till the Royal Monetary Authority of Bhutan was set up in 1982. The Bank is registered under the Companies Act of the Kingdom of Bhutan 2000 as a public sector commercial bank.

The Bank provides a wide range of financial products and services spanning deposits, loans, trade finance and money market as well as facilitates financial transactions of customers. It is a primary member of VISA and MasterCard and is actively acquiring and issuing Credit and Debit cards. It also offers e-payment gateway services. To enhance customer convenience and to serve the under-banked and un-banked population, the Bank launched "Mobile & Agency Banking" services (mBoB) which enables customers to access their accounts from anywhere and at any time using their mobile phone. By leveraging the Mobile Banking platform, the Bank is also embarking on Agency Banking, to take its services to the rural un-banked population.

The Bank has implemented the major software applications. These off the shelf products have been implemented by the respective vendors with the support of the Information Technology Department of the Bank.

2. OBJECTIVE OF THIS RFP

The Bank's Data Center has been recently relocated to Bank's own premises at the new corporate office in Thimphu. With this, the Bank has gone ahead with implementation of an Information Security Management System (ISMS) aligned with ISO 27001:2013 controls for their Data Center. Now the Bank seeks to avail the services of eligible certification bodies for obtaining ISO 27001:2013 certifications for next 3 years. The certification body shall be fully responsible for delivering the services as per the scope outlined in the following sections of this RFP on yearly basis.

3. DUE DILIGENCE

The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications as mentioned in point 29.1 below.



4. OWNERSHIP OF THIS RFP

The content of this RFP is a copy right material of Bank of Bhutan Limited (BOBL). No part or material of this RFP document should be published on paper or electronic media without prior written permission from the Bank.

5. SCOPE OF WORK

The bidder shall conduct ISO 27001:2013 certification audit of the Information Security Management system implemented that supports the operation & management of the Bank's Data Center and related systems located at the corporate office in Thimphu, Bhutan. The deliverable would be ISO 27001 Certificate of compliance each year during 3 years of contract.

6. ELIGIBILITY CRITERIA

#	Criteria	Documentary Proof
1	The bidder should have valid accreditation from any of the IAF member bodies for undertaking certification audit under ISO 27001 standard during the contract period	Provide valid certification to the Bank
2	The bidder should be a registered Company under Companies Act or a partnership firm and should be in existence at least for the last 3 financial years. (2016-17, 2017-18 and 2018-2019) OR Trade License issued by the Countries Competent Authority.	1. Copy of the Certificate of Incorporation/Registration of the Bidder.
3	The bidder should have prior experience with at least 3 customers in BFSI sector where the bidder has provided certification services under ISO 27001:2013 during last three years	1. Purchase Order/Reference Letter from the organisation 2. Satisfactory Performance report issued by the entities
4	The bidder should have minimum 3 resources on rolls for ISO 27001 audit with minimum 5 years of audit experience	Suitable documentary evidence
5	The bidder should not have been blacklisted by any public sector Bank earlier	Self-declaration to the effect in company's letter head
6	Tax Clearance certificate	Documentary evidence
7	Balance sheet for last 3 years	Audited financial certificate for three years

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7. REJECTION

Failing to submit the any or all the required documents with the tender documents will be treated as non-responsive and hence will be rejected.

8. COST OF BIDDING

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

9. CONTRACT PERIOD

The term of the contract will be for a period of 3 years from the date of signing the contract with the Bank and the selected bidder or completion of 3 cycles of certification whichever is later.

10. SUB-CONTRACTING

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed /considered. Such proposals will be disqualified.

11. BID SECURITY & PERFORMANCE GUARANT

Not applicable

12. PERIOD OF VALIDITY OF BIDS

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. 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 the bank in case of need. The price quoted in final Commercial Offer will be valid for at least 180 days from the date of offer.

13. EVALUATION OF BIDS AND SHORT LISTING

To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted. Failing to respond to the clarifications sought by the client within two working days will be treated as non-responsive and hence be rejected.



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For assigning the contract for the above activities, the Bank will follow a two-stage evaluation and selection process as below.

- I. Technical Bid Evaluation (60%)
- II. Commercial Bid Evaluation (40%)

13.1 Evaluation of Technical Bid and Short Listing

The technical bids would be evaluated based on the following:

#	Particulars	% Breakup	Total %	Description
1	Establishment of Firm	5%	10%	5 years
		7%		6 - 10 years
		10%		Above 10 years
3	Number of contracts providing certification services under ISO 27001:2013 to customers in BFSI sector during last three years	20%	30%	3 to 5 Customers
		30%		5 and above Customers
7	Number of resources on rolls for ISO 27001 audit with minimum 5 years of audit experience	15%	20%	3 – 5 Nos. of experience ISO 27001 Audit
		20%		5 and above Nos. of experience ISO 27001 Audit
	Total		60%	

The minimum score required for the opening of the commercial bid based on the above evaluation would be 80%. The score derived from the above calculation will be brought down to 60%.

13.2 Evaluation of Commercial Bid

Commercial bids of only those bidders who score a minimum technical score of 80% will be considered for the calculation below. The financial score will be calculated as under.

(Lowest quoted bid among qualifying bids)
----- X 100%
(Financial bid quoted by the bidder)

The score derived from the above calculation will be brought down to 40%

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14. AWARD OF CONTRACT

All the bids after their evaluation on the parameters mentioned above would be arranged in ascending order and the contract would be awarded to the bidder whose bid has been evaluated to be the lowest.

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

15. PAYMENT TERMS & SCHEDULE

15.1 Payment Terms

1. No advance payment will be made.
2. Payments shall be made as per the deliverables and payment terms as mentioned below.
3. Consolidated amount be quoted in BTN No separate taxes or expenses would be paid.
4. Tax will be deducted at source as per local laws at 3% for overseas bidder and 2% in the case of local bidders.

15.2 Payment Schedule

Payment shall be released as under:

1. 30% of the bid price against successful completion of Stage 1 Audit. 10% shall be retained as performance security;
2. 30% of the bid price against successful completion of Stage 2 Audit & confirmation of certification;
3. 20% of the bid price after successful completion of 1st surveillance Audit (i.e. 12 months from date of certification);
4. 20% of the bid price after successful completion of 2nd surveillance Audit (i.e. 24 months from date of certification) along with the 10% performance security subject to satisfactory performance/consultant.

16. BIDDER'S LIABILITY FOR TERMINATION OF CONTRACT

In the event of the Bank terminating the Contract in whole or in part, pursuant to what is stated in above, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

17. TERMS AND CONDITIONS

This offered document is not transferable; No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

The Bank reserves its right to cancel the work order in case of bidder's delay in commencing the work beyond the specified period or delay in completion beyond the stipulated time. In such case, in addition to the cancellation of work order, the Bank reserves the right to claim damages from the bidder.

18. INDEMNITY

The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of the activities of the firm in the course of review. The Bidder shall indemnify the Bank against any loss which the Bank may sustain or incur as a result of the Bidder or any person employed by the bidder causing loss/damage to the systems/network/outputs/operating manuals/ third party intellectual property rights during the course of dealing/ operating with the Bank. The successful bidder should submit an indemnity to the Bank to the above effect in the format prescribed by the Bank.

19. PUBLICITY

Any publicity by the bidder in which the Bank's name is to be used should be done only with the explicit written permission of the Bank.

20. PROTECTION OF IPR

The copyright and all other intellectual property rights of whatever nature in the information systems, in the Operating Manuals and in all other specifications and documentation relating to the systems are and shall remain vested with the Bank. The bidder shall undertake to treat as confidential and keep secret all information contained or embodied in the systems and documentation relating to the systems and all information conveyed by the Bank.

21. NON-DISCLOSURE OF INFORMATION

The bidders shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them. The successful bidder shall be required to sign a Non-Disclosure Agreement with the Bank in the prescribed format as per Annexure B

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22. TECHNICAL BID

(To be kept in a separate sealed cover duly super scribed as **TECHNICAL BID FOR Audit and Certification of ISO 27001:2013 of Data Centre**)

DETAILS OF THE BIDDER

- I. Name of the Company/Firm/Society/Organization
- II. Constitution
- III. Postal Address
- IV. Phone No., Mobile, email
- V. Name of the Partners/Directors/Members
- VI. Details of assignments of Audit & Certification of ISO 27001:2013 of Data Centre and financial institutions of the country undertaken by the firm (Enclose separate sheets)
- VII. Of which the details of the assignment in the relevant area for which the bid is made
- VIII. Name and designation of the Contact Person: With Phone No., Mobile and email id:
- IX. Details of Human Resources available: (enclose separate sheets)
- X. Names and designations of persons available with CISA/CISSP/CISM/CEH and other relevant certifications
- XI. Details of experience of such persons in ISO 27001:2013
- XII. Details of experience in banking related applications/domain:
- XIII. Details of Audit & Certification of ISO 27001:2013 of Data Centre methodology proposed to be adopted and details of assessment tools if any proposed to be used. (Enclose separate sheet)
- XIV. Capability to perform the assignment without out-sourcing (Enclose documents if any)

I/We agree to sign the Non-Disclosure Agreement, Fiduciary & Secrecy and the Do's and Don'ts in format given in the RFP if we are assigned the job.

Date:

Signature:

(in the Capacity of:)

Duly authorized to sign the offer for and on behalf of the firm/company



23. COMMERCIAL BID

To be kept in a separate sealed cover duly super-scribed as **COMMERCIAL BID FOR Audit and Certification of ISO 27001:2013 Data Center of.....)**

All – inclusive price for Audit and Certification of ISO 27001:2013 of Data Center at Bank of Bhutan Limited, Thimphu vide RFP No.

Dated is (currency) (in figure), (Currency)

.....

..... (in words).

The price is inclusive of all service charges, levies, taxes and other charges, if any.

Date:

Signature:

(in the Capacity of:)

Duly authorized to sign the offer for and on behalf of the firm/company



Request for Proposal for Audit & Certification of ISO 27001:2013

24. BIDDING INSTRUCTION

- i. The bidder(s) shall submit the bid in accordance with the following clauses. The bidders willing to submit the bid with signed sealed in hard copy shall be delivered by hand, courier or registered post to the following address during office hours;

**Procurement Officer
Bank of Bhutan, Head Office,
Thimphu, Babesa**

Or

- ii. **Email the password protected bids to Procurement Officer at cheten.dorji@bob.bt and kinga.tshering@bob.bt**
- iii. The bid file name should be as **"ISO27001_Certification_(Bidder_company_name)_Technical"** for Technical proposal and **"ISO27001_Certification_(Bidder_company_name)_Commercial"** for Commercial proposal and should send separately.

Password for TECHNICAL BID to be shared over the email to cheten.dorji@bob.bt or kinga.tshering@bob.bt only at the time of opening. The bidder will be informed to share the COMMERCIAL BID password at later stage (DO NOT share COMMERCIAL BID PASSWORD with TECHNICAL BID password). In-case, commercial bid password is shared before Bank's instruction, the whole bid shall be rejected.

- iv. Two copies inside the outer envelope clearly marked as **"TECHNICAL BID"** and **"COMMERCIAL BID"** with seal. The **"TECHNICAL BID"** and **"COMMERCIAL BID"** also shall have/indicate the name and address of the bidder to enable the bid to be returned unopened in case of late submission" – **only applicable if delivered Hardcopy/Physically.**

25. CURRENCY OF BID

The price quoted by the Bidder shall be in BTN, INR and USD. The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established **by RMA on the day of bid opening**. These exchange rates shall **apply for all payments so that no exchange risk shall be borne by the Bidder.**

26. LAST DEADLINE FOR SUBMISSION

- a) Date: 19th May, 2020 at 1430 hours
- b) Place for submission: Procurement Unit, BoB Head Office, Norzin Lam, Thimphu-
applicable for submission of hard copy bid



- c) Any Bid received after the deadline for submission shall not be accepted and declared as late and returned unopened to the Bidder.

27. DEADLINE FOR OPENING OF BIDS

- a) Date: 19th May, 2020 at 1500 hours
b) Place of opening: Meeting Room, BoB Head Office, Norzin Lam, Thimphu
c) In case the due date of submission and opening of the bid falls on a non-working day, submission and opening of bid shall be on the next working day at the same time.
d) The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend the bid opening at the specified venue and time.

28. LIQUIDITY DAMAGE

- a) Bank shall levy a Liquidity Damage of 0.15% per day and shall not exceed 15% of the total contract value.
b) Liquidity Damage is levied only if the bidder fails to supply and deliver the goods within their stipulated time period.

Liquidity Damage shall be calculated as per formula below;

Liquidity Damage = 0.15% * Total Value *No. of delay days

29. TERMINATION/BLACKLISTING

- a) The Bank may terminate or blacklist the suppliers/firms by giving notice under any of the terms and conditions of the bidding document/purchase/supply order, if the bidder:
b) Withdraws its bid during the period of bid validity before awarding the contract;
c) Fails to perform any obligation(s) under the Purchase Order/Supply Order;
d) Deliberately gives wrong/invalid information to Bank in competing for or in executing the tasks under this tender or Purchase Order/Supply Order;
e) Has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order/Supply Order;
f) Becomes bankrupt or otherwise insolvent without compensation to the Supplier; and
g) If the maximum liquidity damage exceeds 15 % of the total value.

30. OTHER TERMS AND CONDITIONS

- a) Further information/clarification can be obtained from the Procurement Unit, Head Office, Thimphu, Nordzin lam in writing or e-mail (cheten.dorji@bob.bt (or) cheten.dema@bob.bt (or) bharat.gurung@bob.bt) during office hours
- b) The successful bidder shall not sub-contract the assignment.
- c) The Bank is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
- d) If the bidder deliberately gives wrong/invalid information to Bank, Bank reserves the right to reject this contract at any stage and blacklisted the firm.
- e) Any other Terms and Conditions require for execution of contract shall be in writing upon agreeing by both the parties.
- f) Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- g) All other clarification or dispute with regards to the procurement procedures and governing laws shall be guided by:
 - i. Bidding document;
 - ii. BoBL Procurement Rules and Regulations 2013; and
- h) Further, if the dispute was not resolved, it shall be governed by Court Law, The Kingdom of Bhutan.



Annexure B

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This AGREEMENT is made and entered on this -----by and between the **Bank of Bhutan Limited**, having head office at Post Box No. 102, Nordzin Lam, Thimphu, Bhutan (hereinafter called the "Bank") on the other hand and -----, having its Office at -----, Country..... on the other hand (the "Recipient" which term shall include its employees and affiliates).

Whereas the Bank possesses competitively valuable Confidential Information (as hereinafter defined) regarding its current and future services and products, employees, compensation, personnel information, research and development, customers, business plans, software including its source code, listings, holdings, alliances, investments, transactions and general business operations.

Whereas the Recipient may enter or has entered into a business relationship with the Bank and in connection therewith may need to review or use the Bank's Confidential Information and Materials or to create new Confidential Information and Materials for the Bank. In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information and Materials from the Bank to the Recipient, the parties hereto agree as follows:

1. Confidential information and Materials

"Confidential Information" shall mean any non-public information that the Bank specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential.

"Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), system and/or network information and configurations, System and/or device Logs, Alerts, status reports, employee related data, user information, drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable, the Bank's business policies or practices, Bank strategy, information received from others that the Bank is obligated to treat as confidential, and other materials and information of a confidential nature.

2. Restrictions

- a) Recipient shall not disclose any Confidential Information to third parties without the prior written authorization of the Bank. Notwithstanding the foregoing, Recipient shall not at any time disclose to any third party any Confidential Information or any Confidential Information of any other party to whom the Bank owes an obligation. However, Recipient may disclose Confidential Information in



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accordance with judicial or other governmental orders, provided Recipient shall give the Bank reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

- b) Recipient shall not use any Confidential Information or Confidential Materials of the Bank for any purposes except those expressly contemplated hereby or as authorized by the Bank.
- c) Recipient shall instruct all employees given access to the information to maintain confidentiality and to refrain from making unauthorized copies.

3. Rights and Remedies

- a) Recipient shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the Bank in every reasonable way to help the Bank regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.
- b) Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Recipient's possession or control at the Bank's request or, at the Bank's option, certify destruction of the same.
- c) Recipient acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the Bank shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

- a) All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Bank. By disclosing information to Recipient, the Bank does not grant any express or implied right to Recipient to or under the Bank patents, copyrights, trademarks, or trade secret information.
- b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
- c) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Bank, its agents, or employees but



only by an instrument in writing signed by an authorized officer of the Bank. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

- d) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
- e) This Agreement shall be construed and governed by the laws of the Kingdom of Bhutan. in respect of substantive law governing this agreement, and both parties further consent to jurisdiction by the courts having jurisdiction over Thimphu City **(The red marked sentence is not necessary)**.
- f) Dispute Resolution; Jurisdiction and venue:
All claims including counterclaims and cross-claims and disputes between the Parties must be resolved by submission to binding arbitration as per Arbitration Act of Bhutan, 2013. The decision of the arbitrator will be final and binding. If any arbitration or court action is commenced by either party, the prevailing Party in that action is entitled to recover its out-of-pocket and court costs and reasonable attorneys' fees incurred therein. The Parties irrevocably submits to venue and exclusive jurisdiction of the Courts at Thimphu, Bhutan, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.
- g) Notices
All notices, demands or other communications under this Agreement shall be given or made in writing, and shall be delivered personally, or sent by certified or registered mail, with return receipt requested, addressed to the party or parties to whom they are directed at the address set out at the head of this Agreement or at such other address as may be designated by notice from such party, with a copy sent by facsimile. Any notice, demand or other communication given or made by mail in the manner prescribed in this Clause (f) shall be deemed to have been received seven (7) days after the date of mailing.
- i) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by

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law.

- j) The obligation in this Agreement shall survive 3 years after the completion of the Business Purpose or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

For Bank of Bhutan Limited

For -----

(Dorji Wangchuk)

(-----)

Chief IT Department

Project Director

