



**Supply, Maintenance and Support of
Proxy licenses**

REQUEST FOR QUOTATION (RFQ)

(05 July 2021)
RFQ: ReBIT/CPO/2021/057

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

Schedule of Events

Tender inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFQ BID reference number	RFQ: ReBIT/2020/CPO/057
Purpose of RFQ	Supply, Maintenance and Support of Proxy licenses (370 licenses)
Method of selection	Selection will be based on Lowest Commercial
Availability of RFQ documents	5-July-2021 RFQ document shall be e-mailed to Forcepoint Authorised Resellers, Vendors who have participated in past for similar requirements.
Last date and time for submission of pre-bid queries	6-July-2021 upto 14:00 Hrs Queries should be submitted in the format prescribed in this RFQ and sent to procurement@rebit.org.in
Pre-bid meeting	6-Jul-2021 at 17:00 Hrs Through Video conferencing. The video conferencing link will be shared with those bidders who are interested to participate in the meeting. 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 procurement@rebit.org.in along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.
Date of communication of responses to pre-bid queries and corrigendum, if any	7-Jul-2021 through email to the RFQ enquired bidders.
Last date and time for bid submission (on or before)	9-Jul-2021 upto 15:00 Hrs Password protected document through email to procurement@rebit.org.in
Bid opening	9-Jul-2021 at 17:00 Hrs through video conferencing.
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	Head CPO (Centralised Procurement Office), Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706 Email: procurement@rebit.org.in

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1. About ReBIT

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

2. Objectives of the RFQ

ReBIT intends to renew existing proxy licenses, procure new licenses with 1 year Subscription & Support and also identify suitable partner for on-site support services for its operations from Platinum or Gold level partner of OEM – Forcepoint as per the RFQ requirement.

3. Invitation of Tender Bids

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

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

All offers of bidders shall be unconditional and once accepted (with or without modifications) by ReBIT shall be binding between ReBIT and such Bidder.

Bidders are expected to submit their bids (password protected) through email to procurement@rebit.org.in strictly as per RFQ timelines.

4. Scope of Work

Supply of Proxy user licenses renewal & additional licenses for period 23 July 2021 to 22 July 2022 (1 year) as per the below Table:

Renewal of existing 150 licenses and requirement of 220 new licenses.

Sr. No.	Product Code	Specifications / Descriptions	Quantity	Term
1	WBSA-2-CP12-H-R	Forcepoint Web Security with : Proxy, Web Security Gateway, Antivirus, Anti Malware engines & ACE for Real time protection from zero day threats through HTTP & HTTPS traffic includes Shadow IT - Discover/prevent High risky unsanctioned cloud Application . Flexible deployment options - Onpremise, Hybrid or Cloud	370	1 Year
2	ESESPT-2-CP12-X-R	Essential Support for Forcepoint Web Security, Support	1	1 Year
3	FSBX-C-CP12-R	Advanced Malware Detection Cloud - Web, Cloud Access & Network Security	370	1 Year
4	V5KG4EHW-0-XX12-X-N	Forcepoint V5000 Extended Warranty NBD, Warranty. Appliance sno.B949XP2	1	1 Year
5	ESESPT-C-CP12-X-R	Essential Support for Advanced Malware Detection Cloud - Web, Support	1	1 Year
6	SI Support	System Integrator support - As per SOW System Integrator Implementation support will be required Onsite for all issues	1	1 Year

- Above Bill of material quantity is indicative, Quantity may vary during placing of order.
- For Forcepoint Proxy licenses - All technical specifications, Warranty, Support shall be as per Forcepoint's Standard offering (Bidder to mention any deviation/non standard offering clearly in the proposal).

4.1 Support Services requirement from the SI/Partner/Bidder

- Brief details of the present solution at ReBIT:
 - The Secure Web Gateway solution is a hybrid solution designed for secure proxy and active content caching services for on-site employees and roaming employees.
 - The solution includes Web Proxy with Caching, Web Content Filtering, URL filtering, Anti Malware, Anti-Virus, Application layer filtering, Layer-7, Application control features etc.
 - The solution is able to address potentially malicious websites based on reputation, including sites likely to contain little or no useful and potentially damaging content and sites that camouflage their true nature or identity, or that include elements suggesting latent malign intent and site found to be hosting known and potential exploit code.
- Break fix or any other Incident support shall be provided by bidder and may engage the OEM Forcepoint
 - 1) Break fix Support
 - a. On call support for issues related to performance or breakdown of device/network. ReBIT IT will log a call with SI.
 - b. SI engineer is required to provide support over phone / on-site to fix the issue.

- Remote support shall not be allowed and only acceptable in exceptional circumstances i.e. pandemics.
- c. Log a call with the OEM team for any further assistance required.
 - d. Coordinate with OEM to resolve the issue.
 - e. Removal/installation of any faulty device at the site.
 - f. Restore configuration or reconfiguration as required
 - g. Resolve issue as per ReBIT satisfaction
- 2) L2, L3 Support during project tenure
- a. Software upgradation
 - b. Hardware Upgradation
 - c. Mass Changes for compliance
 - d. Major, minor changes in feature/functionality roll out on the same infrastructure
 - e. Integration with upcoming/ new solution in ReBIT
- Bidder should take care of performance consistency for roaming & onsite user.
 - The bidder SME will provide onsite support to test out existing or new feature on the solutions.
 - The resolution time for the hardware/software related issues should be 4 hours, there should be 24*7*365 support from the system integrator & OEM for all the supplied products through this RFP
 - The bidder should provide all the necessary software licenses, implement, train and periodically the to ReBIT IT team. They would subsequently provide first, second and third level of support through bug fixes, updates, and upgrades.
 - The bidder should provide necessary support for closing VAPT and RA findings which will be conducted by ReBIT for the complete project tenure.
 - Bidder should take care that entire solution should not have any existing vulnerability, or Any new vulnerability found after code update or version update will be taken by the bidder & OEM for the complete project tenure.
 - The bidder must assign project manager and associated support personnel for this project.

5. Selection Process

1. ReBIT will select, to its satisfaction, successful bidder based on the Lowest Commercial Offered.
2. The PO will be issued to the successful bidder whose bid is determined to be most responsive and has been evaluated to be the lowest commercial.
3. The decision of ReBIT shall be final, in this regard. any misrepresentation of facts may lead to outright rejection of the Bid.

6. Instructions for Bid Submission with Checklist of documents

1. This RFQ process shall be administered through e-mail specified in Schedule of Events.
2. All the necessary documents requested in the RFQ shall be emailed (password protected) to procurement@rebit.org.in as per the Schedule of Events.
 - Copy of the RFQ 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 Bidder must be an entity registered with the Registrar of Companies under Companies Act, 1956/2013 - Copy of the Partnership deed/ Bye Law / Certificate of Incorporation issued by Registrar of Companies and full address of the registered office & Copy of GST Certificate are required to be submitted.

- Bidder to submit manufacturer authorisation form/ authorised partnership certificate from Forcepoint.
 - Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad & there is no court case or insolvency proceedings pending against the bidder – Annexure B declaration is required on bidder’s letter head with Authorized signed & stamped.
 - Bidder should submit filled Annexure A – Commercial Bid with authorized signed.
3. The authorised signatory representing the Bidder shall digitally/Manually sign all proposal documents emailed to ReBIT.
 4. ReBIT reserves the right to re-tendering without providing any reason whatsoever. ReBIT shall not incur any liability on account of such rejection.
 5. ReBIT further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a Bidder.
 6. ReBIT reserves the right to modify any terms, conditions or specifications of RFQ before date and time of submission of bids. Bidder must submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be mailed to eligible bidders and will be binding on all Bidders and no separate communication will be issued.
 7. ReBIT, at its discretion, may extend the deadline for a reasonable period as decided by ReBIT for the submission of bids.
 8. No query, post pre-bid meeting and clarification shall be allowed.
 9. Bids received after cut-off date and time will not be considered.

6.1 Pre-Bid Meeting

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

Any modification of the RFQ, 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 mailed to the bidders.

ReBIT shall not be obligated to respond to any or all of the queries. ReBIT may, at its sole discretion, choose to send responses to the pre-bid queries and / or corrigendum through email or any other means

6.2 Price Bid

The Price Bid should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

1. The Price Bid should be submitted as per **Annexure A** by way of entering the values in the format (not in hand written). This must contain all price information, prices should be exclusive of GST & Tax (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.
2. The Bidders should not offer any options or any conditional offers to the ReBIT while giving the price information. The offer should strictly be in conformity with

the items as specified by ReBIT. No additions or deletions to the **Annexure A** is allowed. Any deviations may lead to disqualification of the bid.

6.3 Bid Opening and Evaluation Process

- The Bidders will have to submit all the documents mentioned at Section 6 and also the Commercial bid in the attached format - **Annexure A**. The Bidder is expected to submit the Commercial bid exclusive of the applicable taxes (GST). Taxes and levies as applicable must be indicated in detail separately.
 - All the prices quoted shall be in Indian Rupees (₹). The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately.
 - Commercial bid valuation shall be considered as below in case of any kind of discrepancy:
 - a. If there is a discrepancy between words and figures, the amount in words shall prevail
 - b. Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
 - c. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
 - d. If there is discrepancy between unit price and total price, the unit price shall prevail
 - e. If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.
 - **Commercial Bid shall be evaluated basis the Total Cost and the Bidder with the Lowest Commercial Bid will be selected as successful bidder.**
1. All Bidders will be notified to participate in the price bid opening process.
 2. The price bids shall be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
 3. If a Bidder quotes NIL price / consideration, the bid shall be treated as unresponsive and will not be considered.

7. Delivery Period

Timelines for Supply of **Forcepoint Proxy licenses** will be strictly as per below table.

S. No.	Activity	Timeline
1	Proxy Forcepoint additional licenses	Immediate basis on confirmation by ReBIT or receipt of PO
2	Proxy Forcepoint renewal licenses	Renewal required from 25 th July 2021
3	Forcepoint appliance support renewal	Renewal support required from 25 th July 2021
4	Support from SI/Bidder	Continuous support for 1 year
5	Support from OEM	Continuous support for 1 year

8. Liquidated Damages (LD)

If Successful Bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFQ, ReBIT shall, without prejudice to its other rights and remedies under and in accordance with the RFQ, 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 the 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 PO 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.
- 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. 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.
- viii. If the Successful Bidder fails to complete the due performance of the contract/PO in accordance with the specification 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.

9. Payment Term

ReBIT shall endeavour to make all payments in relation to the software licenses/subscriptions delivered to it, based on successful delivery & acceptance by ReBIT of products & licenses, within a period of 45 days from the date of acceptance of invoice by ReBIT.

10. Performance Bank Guarantee (PBG)

The successful Bidder shall provide a Performance Bank Guarantee for 3% of the Total Cost of the Project as arrived at **Annexure A** for a period of 1 year to cover the warranty period within 15 days from the date of notification of award in the format as provided in **Annexure D** with a claim period of 3 months and such other extended period as ReBIT may decide based on performance of the Bidder and project obligations. The PBG should be provided from any scheduled Commercial Bank only.

If the Performance bank guarantee is not submitted within the stipulated time, ReBIT reserves the right to cancel the order / contract and the earnest money deposit shall be forfeited from the successful Bidder as mentioned at S.No 9 of Clause 8.1.

ReBIT reserves the right to cancel the order and/or initiate the process for invocation of Performance Bank Guarantee (PBG) in the event of one or more of the following circumstances:

- i) Breach by the tenderers of any of the terms and conditions of the tender;
- ii) If the Vendor goes into liquidation voluntarily or otherwise;
- iii) Exceptionally long, delay in supply / execution of the project, without any

- satisfactory reason.
- iv) Failure of the successful Bidder to agree with the terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award, in which event, ReBIT reserves the right to invoke the Performance Bank Guarantee.

For reasons as specified above, ReBIT shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder.

In case of any Contract violations penalties have to deducted from the invoices payments. Otherwise the penalty amount will be adjusted from PBGs.

ReBIT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful Bidder should be included in the pending bills / remaining amount of the contract value.

All incidental charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

If the project implementation / go-live is delayed, the Performance Bank Guarantee shall be extended by the Bidder for such additional duration.

The Performance Bank Guarantee may be discharged / returned by ReBIT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. No interest shall be payable on the Performance Bank Guarantee.

11. Service level Agreement (SLA)

For any penalty during PROXY solution for entire project tenure, the bidder shall give a credit note in favour of ReBIT within thirty (30) days from the date of intimation of penalty by ReBIT. If the bidder fails to give the credit note within thirty (30) days of intimation of penalty, ReBIT reserves the right to invoke the performance bank guarantee submitted by the bidder.

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

Purpose and Objective of SLA

The successful Bidder shall provide complete utility of the service that could be provided to ReBIT under this RFP as per this SLA. The SLA 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/service period of the Project.

This SLA provides for minimum level of services required as per contractual/service 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 must 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 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.

Service Levels: The SLAs have been logically segregated the following categories:

- **Critical:** In case multiple subsystems are down threatening business continuity, Security coverage and multiple users are affected; it shall be considered as a Critical incident.
- **High:** In case any of the subsystem is down causing high impact on business operations - Security operations and few clients are affected; it shall be considered as a High Severity incident.
- **Medium:** In case an essential functionality becomes unavailable which is not actually hampering the business coverage but may impact few services if not attended immediately will be termed as medium.
- **Low:** The incidents would be termed as low, which does not have any significant impact on the business or security functionality.
- Security Incident notification, Operational Incident, Advisory response, corrective step, log collection and log handling, etc. are all included and binding as per SLA.

Infrastructure Availability:

The “Infrastructure Availability” metric for the proposed solution with an Infrastructure Availability Target SLA of 99.9% will be calculated as per below formula.

$$\frac{\text{Total Solution Uptime} - \text{Total Qualifying Outage Time}}{\text{Total Solution Uptime}} \times 100$$

To Infrastructure Availability, qualifying outage time is defined as below:

Total Qualifying Outage Time or Downtime means accumulated time during which any of the components/total solution is inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.

For the purpose of Infrastructure Availability, Critical or High only severity Incidents will be considered. It will ReBIT’ s discretion to assign the appropriate severity parameter to the incident. The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period.

Proxy solution Availability	Less than 99.5%	Greater than or equal to 99.5% and less than 99.8%	Greater than or equal to 99.8% and less than 99.9%
Penalty	5% of total Annual value for the measurement period up to 10% of Annual Amount payable	3% of total Annual value for the measurement period up to 10% of Annual Amount payable	2% of total Annual value for the measurement period up to 10% of Annual Amount payable

SLA Matrix:

Severity of Incident	Restoration time (T)	Penalty
Critical	≤ 1 hours from time of incident logged.	No Penalty.
	> 1 Hours and ≤ 3 Hours	2% of the Annual Amount payable for every unresolved call up to 10% of Annual Amount payable
	>3 Hours	5% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable.
High	≤ 2 hours from time of incident logged.	No Penalty
	> 2 Hours and ≤ 4.5 Hours	2% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
	>4.5 Hours	5% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
Medium	≤ 4 hours from time of incident logged.	No Penalty
	>4 Hours and ≤ 8 Hours	2% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
	>8 Hours	3% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
Low	≤ 10 day from the time of incident logged at the help desk	No penalty
	>10 day and ≤ 30 days	1% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable.

	>30 days	2% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
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Note:

- The response time for all Types of Help Desk services incidents shall be within 15 min.
- The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period. However, the penalty calculation for not being able to fulfil SLA will be aligned with invoicing period, referred to as Measurement Period.
- The response time for all Types of Help Desk services incidents shall depend on the level on severity. There should be an initial response on a critical incident within 15 mins of incident booking, 30 mins of high severity ticket.
- The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period in case ticket is booked.
- First Information Report of any incidents should be communicated to the ReBIT within 4 hours from the time of occurrence of the incident/issue
- Root Cause Analysis (RCA) of any incidents should be communicated to ReBIT within 24 hours from the time of resolution of the incident/issue.
- For Hardware failure, RMA or Hardware replacement is covered on ReBIT premises 24x7 including weekends.
- Remote support over internet will not be provided by ReBIT
- Vendor needs to send support engineer to the ReBIT office in case incident resolution needs onsite support.

12. 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.

13. Indemnity

1. 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.
2. It is clarified that the Bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the ReBIT's (and/or its customers, users and service providers) rights, interest and reputation.
3. 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.
4. Bidder should take full responsibility for its and its employee's actions. Further, since the 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.
5. 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.
6. 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.
7. 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.
8. On its part, ReBIT will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
9. 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.

Annexure A – Commercial Bid

Line Item Wise Price Summary (Details of all line items of the Commercial Bid)

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

(On letterhead of the Bidder)

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

Sr. No.	Product Code	Specifications / Descriptions	Quantity (Nos)	Term	Unit Cost	Total Cost (Excl tax) (Qty X Unit Cost)	GST %	GST Amount	Total Amount (Incl tax) (Total Cost + GST)
1	WBSA-2-CP12-H-R	Forcepoint Web Security with : Proxy, Web Security Gateway, Antivirus, Anti Malware engines & ACE for Real time protection from zero day threats through HTTP & HTTPS traffic includes Shadow IT -Discover/prevent High risky unsanctioned cloud Application . Flexible deployment options - Onpremise, Hybrid or Cloud	370	1 Year					
2	ESESPT-2-CP12-X-R	Essential Support for Forcepoint Web Security, Support	1	1 Year					
3	FSBX-C-CP12-R	Advanced Malware Detection Cloud - Web, Cloud Access & Network Security	370	1 Year					
4	V5KG4EHW-0-XX12-X-N	Forcepoint V5000 Extended Warranty NBD, Warranty. Appliance sno.B949XP2	1	1 Year					
5	ESESPT-C-CP12-X-R	Essential Support for Advanced Malware Detection Cloud - Web, Support	1	1 Year					

Sr. No.	Product Code	Specifications / Descriptions	Quantity (Nos)	Term	Unit Cost	Total Cost (Excl tax) (Qty X Unit Cost)	GST %	GST Amount	Total Amount (Incl tax) (Total Cost + GST)
6	SI Support	System Integrator support - As per SOW System Integrator Implementation support will be required Onsite for all issues	1	1 Year					

1. Bidder shall submit quote for Subscription Licenses renewal for 1 year.
2. Vendor has to provide the license cost in INR. GST Rates are to be provided separately.
3. Subscription License Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
4. Bidder shall mention part nos, configuration, warranty, garranty, Support offered by Forcepoint for the above items clearly in the proposal note.
5. Invoice for SI Support shall be raised at the end of the year after providing satisfactory service and acceptance by ReBIT.
6. Invoice for renewal of licenses / support from OEM shall be raised after completion of renewal of the respective license/support and acceptance by ReBIT.

Note:

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

Authorised Signature

Annexure B: Undertaking by Bidder

(To be submitted by all Bidders' on their letter head)

Place:

Date:

To,

The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai - 400706

We _____ (bidder name), hereby undertake that 1. As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution etc in India. 2. We also undertake that we are not involved in any legal case or insolvency proceedings pending against us.

Yours faithfully,

Authorized Signatories (Name, Designation and Seal of the Company)

Date:

Annexure C : Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

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

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during 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 RFQ floated for -----, with your prior written consent;
 - To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.
7. This undertaking shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;

- Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

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

Annexure D – Format of Performance Bank Guarantee

Strictly Private and Confidential
Chief Executive Officer,
Reserve Bank Information Technology Pvt Ltd (ReBIT),
502, Building No. 1 , Mindspace Juinagar, Nerul, Navi Mumbai - 400706

Dear Sir,

PERFORMANCE BANK GUARANTEE - <Name of RFP....., Ref No... dated....>.

WHEREAS

<.....**Name of the Service Provider**.....>, a company registered under the Companies Act, 1956, having its registered and corporate office at <..... **Registered Office, PIN no**.....> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has agreed to enter into Agreement (Hereinafter, referred to as “the said Agreement”) with you (ReBIT) for Supply of Desktops, Laptops and other IT Peripherals under Rate Contract as detailed in the scope given in the RFP document and ReBIT has agreed to avail the Services from **Our Constituent** for a period upto <.....> subject to the terms and conditions of the RFP.

In accordance with terms and conditions of the RFP, **Our Constituent** is required to furnish a Bank Guarantee for an amount **Rs. (Rupees..... Only)**, as security against breach/default of the said RFP Terms / Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that it has agreed to provide the services as per the said RFP /Agreement with you, we,**(name and address of the bank)**, have agreed to issue this Performance Bank Guarantee.

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

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

2 Notwithstanding anything to the contrary, as contained in the said RFP / Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said RFP/ Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said RFP / Agreement.

4 We bind ourselves to pay the above said amount at any point of time commencing from the date notice of award for the said RFP / Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said RFP /Agreement.

5 We further agree that the termination of the said RFP / Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.

6 In order to give full effect to the guarantee contained herein, we**(name and address of the bank)**, agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

7 We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said RFP / Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said RFP /Agreement.

8 Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

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

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

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

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

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

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed **Rs.**
..... **(Rupees..... Only),**

This Performance Bank Guarantee shall be valid only up to
(date, i.e., thirty (30) days after completion of the contract period) ; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank
Guarantee only and only if we receive a written claim or demand on or before
..... (date i.e. thirty (30) days after completion of the
contract period).

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

Dated this day 2021.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation