



SUPPLY OF CYBER FORENSIC & MALWARE ANALYSIS TOOLS

REQUEST FOR QUOTATION (RFQ)

(August 10, 2021)
RFQ: ReBIT/CPO/2021/042

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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/CPO/2021/042
Purpose of RFQ	Supply of Cyber Forensic & Malware Analysis Tools
Method of selection	Selection will be based on Lowest Commercial
Availability of RFQ documents	10-August-2021 RFQ document shall be published on ReBIT's website and will be administered through email.
Last date and time for submission of pre-bid queries	16-August-2021 upto 14:00 Hrs Queries should be submitted in the format prescribed in Annexure - C of this RFQ and sent to procurement@rebit.org.in
Pre-bid meeting	17-August-2021 at 16:00 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	19-August-2021 through ReBIT's website (URL: https://rebit.org.in/procurement)
Last date and time for bid submission (on or before)	23-August-2021 upto 15:00 Hrs through email to procurement@rebit.org.in (Bid should be password protected and submitted through email. Password shall be provided during Bid Opening)
Bid opening	23-August-2021 at 16:00 Hrs through Video Conferencing. The video conferencing link will be shared with the bidders who have submitted bid.
EMD	₹ 20,000.00 (INR Twenty Thousand Only)
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

Table of Contents

1.	About ReBIT	4
2.	Objectives of the RFQ.....	4
3.	Invitation of Tender Bids	4
4.	Scope of Work	4
5.	Selection Process	5
6.	Instructions for Bid Submission.....	5
6.1	Pre-Bid Meeting	6
6.2	Price Bid	6
6.3	Bid Opening and Evaluation Process	6
7.	Delivery Period	7
8.	Payment Terms	7
9.	Bid Security/ EMD.....	7
10.	Bid and Price Validity.....	8
11.	Performance Bank Guarantee	9
12.	Cancellation / Termination.....	9
13.	Confidentiality	11
14.	Jurisdiction.....	12
	Annexure A: Commercial Bid Format	13
	Annexure B: Bidder’s Details.....	14
	Annexure C: Bidder’s Query Format.....	15
	Annexure D: Manufacturer’s Authorisation Form (MAF)	16
	Annexure E: Confidentiality and Non-Disclosure Agreement Undertaking.....	17
	Annexure F: Undertaking by Bidder	19
	Annexure G: Performance Bank Guarantee.....	20

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 procure Cyber Forensic & Malware Analysis Tools, for its internal usage and day to day operations to strengthen and manage its cyber forensics & incident investigation services, from OEM / Manufacturers or OEM Authorised Resellers or Channel Partners.

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. However, until a formal contract is executed, 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.

4. Scope of Work

The scope of this RFQ is to select a vendor with appropriate recommendation from an Original Equipment manufacturer (OEM) for the purpose of Supply of the Cyber Forensic & Malware Analysis Tools.

This RFQ is drafted with the intention of allowing the interested Authorised Resellers / Channel Partners / OEMs to understand ReBIT's requirements and proposes a suitable solution adhering to the specifications / requirements mentioned in the RFQ.

The broad scope of work includes supply of below mentioned Tool(s)/Solution(s) (but is not limited to) the following:

Sr. No.	Tool / Solution Description	OEM	Preferred Product Name / Specifications	Licence Type	Quantity
1	IEF Evidence Finder	Cellebrite	Cellebrite Inspector	Perpetual	1
2	Gargoyle Investigator	Wetstone	Gargoyle Investigator MP	Perpetual	1

3	Encase Forensic or ADF Triage or FTK	ADF Solutions / Open Text Security / Access Data (Exterro)	Triage-Investigator PRO 1 Or Encase Forensic Or FTK	Perpetual	1
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- Above mentioned Tools / Solutions shall be proposed with Perpetual / Proprietary Licenses Type.
- Bidder to clearly mention in the proposal – Product Name, OEM Name, Product Part Number/Code, Warranty, Guarantee, Support Period as per the standard offerings from the OEM.

5. Selection Process

1. ReBIT will select, to its satisfaction, successful bidder based on the Lowest Commercial Offered.
2. The contract will be awarded to the successful bidder whose bid is determined to be most responsive, complete and complying to RFQ terms 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

1. This RFQ process shall be administered through email as specified in Schedule of Events.
2. All the necessary documents requested in the RFQ shall be password protected and submitted through email to procurement@rebit.org.in as per the Schedule of Events.
3. Bidder to submit / enclose following document while submitting their bids on CPP Portal -
 - i. Duly filled and stamped **Annexure A** – Commercial Bid Format.
 - ii. Bidder’s details as per **Annexure B** with supporting document.
 - iii. Manufacturer Authorisation Form/ Authorised Partnership / Reseller Certificate from respective OEM as prescribed in **Annexure D**.
 - iv. Confidentiality & Non-Disclosure Agreement Undertaking as per **Annexure E**.
 - v. Undertaking by Bidder for legal liability as per **Annexure F**.
4. The authorised signatory representing the Bidder shall digitally/manually sign all proposal documents emailed to ReBIT.
5. ReBIT reserves the right to resort to re-tendering without providing any reason whatsoever. ReBIT shall not incur any liability on account of such rejection.
6. 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.
7. 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.
8. ReBIT, at its discretion, may extend the deadline for a reasonable period as decided by ReBIT for the submission of bids.
9. No query, post pre-bid meeting and clarification shall be allowed.
10. Bids received after cut-off date and time will not be considered.
11. Bids should remain valid for the period of at least 180 days from the submission date of bid. 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.

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. 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.
3. 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.
4. Finalized prices shall remain valid till the closure of order period from the last date of submission of commercial bid. 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

6.3 Bid Opening and Evaluation Process

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.
4. Commercial bid valuation shall be considered as below in case of any kind of discrepancy:
 - If there is a discrepancy between words and figures, the amount in words shall prevail
 - Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
 - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail

- If there is discrepancy between unit price and total price, the unit price shall prevail
 - If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.
5. Commercial Bid shall be evaluated basis the Line Item wise cost and the Bidder with the **Lowest Commercial Bid** at line item level will be selected as successful bidder for each line item.

7. Delivery Period

Timelines for Forensic Tools & Malware Analysis Tools outlined in Section 4 will be strictly as per below table.

Sr. No.	Tool / Solution Description	Delivery Timeline
1	IEF Evidence Finder	Within 2-3 Weeks from the date of PO
2	Gargoyle Investigator	Within 2-3 Weeks from the date of PO
3	Encase Forensic or ADF Triage or FTK	Within 2-3 Weeks from the date of PO

In case of any delays in delivery / failure to deliver, ReBIT reserves right to cancel order at any point of time with or without written notice to the successful bidder.

8. Payment Terms

ReBIT shall endeavour to make all payments in relation to the tool(s) / solution(s) outlined in Section 4 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.

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 including deduction of payment as per applicable penalties.

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.

No interest will be payable by the ReBIT on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating that "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 deliverables are not impacted for this reason.

9. Bid Security/ EMD

All Bidders should deposit bid security/EMD of as specified in Schedule of Events in the form of a demand draft in favour of Chief Executive Officer, Reserve Bank Information Technology Pvt. Ltd., payable at Mumbai issued from Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFQ with claim period of one month. The scanned

copy of DD/ BG should be submitted along with technical bid and the original DD/BG shall be couriered to the below address so as to reach ReBIT on or before the date of opening of technical bid:

Address: The Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai – 400706)

The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder. No interest shall be payable by ReBIT in respect of the EMD amount.

The EMD is refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) in case of successful bidders.

The EMD of an unsuccessful Bidder will be refunded within 30 days after the final decision on the Bids or on expiry of the bid validity period, whichever is earlier.

The unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning the bid security amount.

Micro & Small Enterprises (MSE) units and Start-ups are exempted from payment of EMD and tender fee provided the products and/or services being procured are manufactured and/or rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

MSEs and Start-ups are required to submit a "**Bid Security Declaration**" where the bidder must accept that if the bid is withdrawn or modified during the period of validity etc., then the bidder they will be suspended for a period as decided by ReBIT.

The Earnest Money Deposit (EMD) may be forfeited or bidder may be suspended, as the case may be:

- If the successful bidder withdraws/revokes offer or modifies/changes the same.
- If the successful bidder fails to submit the Performance Bank Guarantee within the stipulated period. Additionally, ReBIT at its discretion may also cancel the contract awarded to the selected Bidder without giving any notice.
- If the successful bidder makes any statement or encloses any form/document which turns out to be false/incorrect/mis-representation at any time during the RFQ / Contract finalization of successful bidder / signing of the contract.
- Where the Bidder, withdraws after opening of Bid at any time before finalization of successful bidder without any satisfactory / valid reasons. If any technically qualified bidder fails to login into the Reverse Auction portal, where applicable, then the same will be treated as withdrawal of the Bid.
- If the bidder makes any statement or encloses any form/document which turns out to be false/incorrect/mis-representation at any time during the RFQ process.

10. Bid and Price Validity

Bids should remain valid for the period of at least 180 days from the submission date of bid and reverse auction completion, wherever applicable. 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, wherever applicable. The commercial offer shall

be on a fixed price basis, and 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.

11. Performance Bank Guarantee

The successful Bidder shall provide a Performance Bank Guarantee for 10% of the Total Cost of the Project as arrived at **Annexure A** for a period of 1 years within 15 days from the date of notification of award in the format as provided in Annexure G 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 PBG is not submitted within the stipulated time, ReBIT reserves the right to cancel the order / contract and the earnest money deposit will be forfeited from the successful Bidder.

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:

- Breach by the bidders of any of the terms and conditions of the RFQ;
- If the bidder goes into liquidation voluntarily or otherwise;
- Exceptionally long delay in supply / execution of the project, without any satisfactory reason.
- Failure of the successful Bidder to agree with the terms and conditions of this RFQ 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.

Penalties as per the RFQ clauses will be deducted from the invoice payments. Otherwise the penalty amount will be adjusted from PBGs.

ReBIT reserves the right to recover any dues payable to 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 will be discharged / returned by ReBIT upon being satisfied that there has been due performance of the obligations by the Bidder under the contract.

12. Cancellation / Termination

- ReBIT reserves the right to cancel the Tender/RFQ at any time without assigning any reasons whatsoever.
- ReBIT reserve the right to terminate the contract in case of any the following (but not limiting to):
 - **Deficiency in the Product / Solution / Service** in terms of, performance, uptime (basis the SLA reports), reporting, enhancements (updates and Upgrades are not received as per the frequency defined in Technical Specification sheet, escalations are required to be done frequently, etc.

- ReBIT reserves the right to terminate the contract if there is delay beyond 4 weeks.
 - Implementing / impacting changes to the solution without necessary approvals from ReBIT.
 - Breach of terms & conditions in NDA, leakage of ReBIT's Intellectual Property due to misconfiguration, wrong configuration, no-action or limited action on available threat Intelligence or threat advisories.
 - Deletion, modification, tampering of ReBIT's logs.
 - Non-adhering to regulatory compliance for ReBIT data.
 - Leakage of any confidential information.
 - Not being transparent or hiding the truth or misrepresenting facts on issues relating to management and operation, security incidents to ReBIT.
 - In case of the bidder going insolvent, getting blacklisted, involvement in fraud, etc.
- iii. ReBIT reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by ReBIT if the progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory for any reason.
- iv. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ReBIT may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will survive even where, for any reason, the contract is cancelled.
- v. ReBIT reserves the right to recover any dues payable to the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under the contract or any other contract/order.
- vi. On termination of the project/Contract, the Bidder commits to provide all necessary support in transitioning 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.
- vii. ReBIT reserves its right to 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 one or more of the following conditions:
- a. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by ReBIT in the purchase order.
 - b. Delay in completion of Acquired Services.
 - c. Serious discrepancies noted in the inspection.
 - d. Breaches in the terms and conditions of the Order.
- viii. ReBIT reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by ReBIT on the following circumstances:
- a. Non submission of acceptance of order within 7 days of order / notification of award.
 - b. Failure of the successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 15 days from notification of award.
 - c. Delay in delivery beyond the specified period.
 - d. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
 - e. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
 - f. Excessive delay in execution of order placed by ReBIT.
 - g. The selected Bidder commits a breach of any of the terms and conditions of the bid.
 - h. The Bidder goes in to liquidation voluntarily or otherwise.
 - i. The progress made by the selected Bidder is found to be unsatisfactory. Non-satisfactory performance of the selected Bidder during implementation and operation. The progress regarding the execution of the order accepted by the selected Bidder is found to be unsatisfactory or delay in execution of the contract,

ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ReBIT may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

- j. 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.
 - k. Failure to integrate/implement the Project as per the requirements of ReBIT as stated in this RFQ.
 - l. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. ReBIT reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected Bidder.
 - m. Selected Bidder is found to be indulging in frauds.
 - n. ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority.
 - o. In the event of sub contract or assignment contrary to the terms of agreement.
- ix. ReBIT shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services.
 - x. ReBIT reserves the right to recover any dues payable to 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.
 - xi. 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.
 - xii. In addition to the cancellation of contract, ReBIT reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. ReBIT reserves right to exit at any time after giving notice period of one month during the contract period.
 - xiii. Additionally, the selected bidder will also refund payment received on account of project / service / Asset procured without any time delay.
 - xiv. If the Termination is on account of failure of the Bidder to perform the obligations under this RFQ contract, ReBIT shall have the right to invoke the Performance Bank Guarantee(s) given by the selected Bidder.
 - xv. In case the contract is cancelled with respect to the terms and conditions mentioned above, all hardware, software and licenses provided in the name of ReBIT will be the sole property of ReBIT and the bidder/OEM will not under any circumstances be able to make any claims on the contrary.

13. Confidentiality

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidentiality 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 and
- 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-E** within 15 days of issuing the purchase order/notification of award.

14. Jurisdiction

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

Annexure A: Commercial Bid Format

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

(On letterhead of the Bidder)

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

Sr. No.	Tool / Solution Description	Product / OEM	UOM	Quantity	Unit Cost	Total Amount (Excl. Tax)	GST %	GST Amount	Total Amount (Total Cost + GST)
1	IEF Evidence Finder	Product - Cellebrite Inspector, OEM - Cellebrite	Nos	1					
2	Gargoyle Investigator	Product - Gargoyle Investigator MP OEM - Wetstone	Nos	1					
3	Triage (Any one Product)	Product - Triage Investigator PRO 1, OEM - ADF Solutions	Nos	1					
		Product - Encase Forensic, OEM - Open Text Security	Nos	1					
		Product - FTK, OEM - Access Data (Exterro)	Nos	1					

- Bidder shall submit quote for above mentioned Tools / Solutions with Perpetual / Proprietary type Licenses.
- Tools / Solutions Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
- Bidder shall provide detailed proposal mentioning Product Name, OEM Name, Part Nos, Warranty, Guarranty, Support offered by OEM for the above items clearly in the proposal note.
- Bidder shall also enclose Product Datasheet along with commercial proposal for reference.

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: Bidder's Details

#	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (₹ In Crores)	Operating Profit (₹ In Crores)
	2020-2021		
	2019-2020		
	2018-2019		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in ₹ only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2021

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure C: Bidder's Query Format

Bidder Contact Details		
Name of Organization submitting request (Enter Full Legal Entity name)	:	
Full formal address of the Organization	:	
Tel	:	
Fax	:	
Email	:	
Name & Position of Person submitting request		
Name	:	
Position	:	

#	Clause no.	Page no.	Clause	Query	ReBIT Response

Annexure D: Manufacturer's Authorisation Form (MAF)

(To be filled for hardware/ application software / system software/ RDBMS/ any other suites, whatsoever applicable separately. To be submitted in OEM's letter head)

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 RFQ with reference number **RFQ: ReBIT/CPO/2021/042** dated **August 10, 2021**.

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

1. _____
2. _____
3. _____
4. _____

We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

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

Yours Faithfully,

(Authorised Signatory)

(OEM/Manufacturer's Company Name)

(OEM/Manufacturer's Company Seal / Stamp)

Date

Annexure E: 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 RFQ 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 Supply and Implementation of Enterprise Backup Solution, 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 F: Undertaking by Bidder

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

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 of India
2. We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to ReBIT.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date:
Place:

Annexure G: 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 – Supply of Cyber Forensic & Malware Analysis Tools with reference number RFQ: ReBIT/CPO/2021/042 dated August 10, 2021.

WHEREAS

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

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

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

- 1 In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.
- 2 Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- 3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said Agreement.
- 4 We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said Agreement.
- 5 We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of

the above said amount under this guarantee and we have an obligation to honor the same without demur.

- 6 In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- 7 We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- 9 If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (ReBIT).
- 10 This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.
- 11 Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.
- 12 We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

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

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure) ;

- This Performance Bank Guarantee shall be valid only up to (date, i.e., thirty (30) days after completion of the contract period) ; and
- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (date i.e. thirty (30) days after completion of the contract period).
- This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

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