



RENEWAL OF FORCEPOINT PROXY LICENSES AND AMC

REQUEST FOR QUOTATION (RFQ)

(08 July 2022)
RFQ: ReBIT/CPO/2022-23/102/017

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

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

Disclaimers and Disclosures

ReBIT has prepared this document to give background information to interested parties for participating in this RFQ. While ReBIT has taken due care in the preparation of this RFQ document and believes it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive.

Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by ReBIT in submitting a bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right to modify the requirements as well as add or delete, as the case may be, to meet ReBIT's requirements at any point of time.

ReBIT reserves the right not to proceed with the RFQ, to alter the Schedule of Events reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the tender without the Bidder having the right to object to such reissue.

This RFQ is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFQ is only a document that invites interested parties to, on a non-exclusive basis, express an interest with no obligation, commitment or liability of any manner devolving on ReBIT, either on account of the issue of this RFQ to the interested parties, or upon receipt of any response from the interested parties thereto, or any meetings or presentations made.

No reimbursement of cost of any type will be paid to persons or entities expressing interest. All expenses incurred by the interested parties as a result of responding to, or further to this RFQ, are to their own account and ReBIT will not be liable in this respect whatsoever. No reimbursement of cost of any type will be paid to persons or entities proposing a solution.

Please note that any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFQ issued by ReBIT is not authorized.

Schedule of Events

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

RFQ inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFQ BID reference number	RFQ: ReBIT/CPO/2022-23/102/017
RFQ requirement	RENEWAL OF FORCEPOINT PROXY LICENSES AND AMC
Method of selection	Selection will be based on Lowest Commercial
Availability of RFQ documents	08-July-2022 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	11-July-2022 upto 12:00 Hrs Queries should be submitted in the format prescribed in this RFQ and sent to procurement@rebit.org.in
Pre-bid meeting	11-Jul-2022 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	12-Jul-2022 through email to the RFQ enquired bidders. (URL: https://rebit.org.in/procurement)
Last date and time for bid submission (on or before)	18-Jul-2022 upto 11:00 Hrs Technical & Price Bids shall be submitted separately through a password protected document through emails to procurement@rebit.org.in
Technical Bid opening	18-July-2022 at 12:00 Hrs through video conference
Price Bid opening	To be informed later to the eligible bidders qualifying Technical Evaluation.
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 Procurement COE, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai - 400706 Email: procurement@rebit.org.in Phone No. 022 50233100 / 50233139

Table of Contents

1. About ReBIT	6
2. Invitation of Bids.....	6
3. Definition of terms.....	6
4. Minimum Eligibility Criteria	6
5. Scope of Work and Project Milestone :.....	7
5.1 General terms of the scope of work.....	7
5.2 Scope of Work	7
5.3 Security Requirements	8
5.4 Executive Summary and Corporate Profile.....	8
5.5 Payment Milestones.....	9
5 Bidding Process:.....	9
6.1 Language of Bid	9
6.2. Locations to be covered	9
6.3 Cost of Bidding	9
6.4 Authorization to Bid	9
6.5 Bid Security/ EMD.....	9
6.6 Period of Validity of Bids.....	10
6.7 Pre-Bid Meeting.....	11
6.8 Clarifications and Amendment in RFQ Documents	11
6.9 Two-Part Bid.....	11
6.10 Submission of bids.....	12
6.11 Modification and Withdrawals of Bid.....	12
6.12 Bid opening and Evaluation Process	12
6.13 Award of Contract.....	14
7 Conflict of Interest	15
8 Performance Bank Guarantee	15
9 Rejection of Bid.....	16
10 Payment Terms	16
11 Taxes and Duties.....	16
12 Termination	17
13 Sub-Contracting	18
14 Service Level Agreement (SLA)	18
16 Adherence of Cyber Security Policy.....	21
17 Confidentiality.....	21

18 Limitation of liability	22
19 Indemnification	22
20 Responsibility for Completeness.....	23
21 Vendor Security Risk Assessment.....	23
22 Force Majeure	24
23 Vicarious Liability	24
24 Non-Payment of items/activities fees.....	24
25 Assignment.....	24
26 Non-Solicitation.....	24
27 No Employer-Employee Relationship.....	25
28 Ownership.....	25
29 Tender/RFQ Cancellation.....	25
30 Publicity.....	25
31 Dispute Resolution	25
32 Jurisdiction	25
Annexure A: Submission Checklist.....	26
Annexure B: Bid Submission Form.....	28
Annexure C: Self Declaration Relatives in ReBIT	30
Annexure D: Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.....	31
Annexure E : Bidders Queries Format.....	32
Annexure F : Bidder’s Details.....	33
Annexure G : Minimum Eligibility Criteria.....	34
Annexure H: Commercial Bid Format	36
Annexure I : Bidder’s Experience.....	38
Annexure K: Manufacturer’s Authorisation Form (MAF).....	39
Annexure M: Performance Bank Guarantee	40
Annexure O: Confidentiality and Non-Disclosure Agreement Undertaking	43

1. About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT advises, implements, and monitors internal or system-wide IT projects (both existing & new) of the Reserve Bank of India and manages its critical IT systems as wholly owned subsidiary of Reserve Bank.

2. Invitation of Bids

Reserve Bank Information Technology Pvt. Ltd. hereinafter also referred to as 'ReBIT', issues this Request for Quotation, hereinafter called 'RFQ'. ReBIT proposes for Renewal of Forcepoint proxy licenses and AMC and issues this Request for Quotation (RFQ) for selection of a suitable incumbent vendors for the aforementioned purpose.

This RFQ is an invitation for responses from eligible bidders. 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 its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFQ.

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

3. Definition of terms

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

- i. **Bidder / Service Provider / Contractor** – An eligible entity / firm submitting a Proposal / Bid in response to this RFQ. The legal entity who signs and submits the bid and the Earnest Money Deposit.
- ii. **ReBIT / Purchaser / Client** - Reference to "ReBIT", "the ReBIT" and "Purchaser" shall be determined in context of this RFQ.
- iii. **Proposal / Bid** – The Bidder's written reply or submission in response to this RFQ.
- iv. **RFQ / Tender** – The Request For Quotation (this document) in its entirety, inclusive of any addenda/corrigendum that may be issued by ReBIT.
- v. **Solution/ Services/ Work/ System** – "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFQ and include services ancillary to the development of the solution, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the RFQ.
- vi. **Project Cost** – Project cost would be all initial cost incurred to deliver the services as per scope defined in RFQ document including all permissions and statutory approvals etc. as requested in Price Bid.
- vii. **Change Management** – Any request by ReBIT that results in changes in the approved services, operation, maintenance, manpower deployment and documentation. Any minor changes would not be considered as change management.

4. Minimum Eligibility Criteria

Only those Bidders who fulfil the eligibility criteria mentioned at **Annexure – G** are eligible to respond to this RFQ. Bids received from the Bidders who do not fulfil any of the eligibility criteria mentioned are liable to be rejected.

5. Scope of Work and Project Milestone :

5.1 General terms of the scope of work

Scope of this RFQ is to select a bidder for the purpose of renewal of Forcepoint proxy licenses and AMC at ReBIT's Juinagar office, Navi Mumbai. For the aforementioned purpose, ReBIT intends to issue this RFQ for renewal and AMC to Forcepoint's Authorised Partners. Existing licenses and AMC are getting expired on 25-July-2022.

ReBIT expressly stipulates that Bidder's selection under this RFQ is on the express understanding that this RFQ contains only the broad provisions for the entire assignment and that the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available all such resources as may be required for the successful completion of the entire assignment at no additional cost to the ReBIT notwithstanding what is stated here and what is not stated.

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

5.2 Scope of Work

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.

Supply & Support of Proxy licenses

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 RFQ

· The bidder should provide all the necessary software licenses, implement, train 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.

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	Till 31st March 2023
2	SESPT-2-CP12-X-R	Essential Support for Forcepoint Web Security, Support	1	Till 31st March 2023
3	FSBX-C-CP12- R	Advanced Malware Detection Cloud - Web, Cloud Access & Network Security	370	Till 31st March 2023
4	V5KG4EHW-0- XX12-X-N	Forcepoint V5000 Extended Warranty NBD, Warranty. Appliances no.B949XP2	1	Till 31st March 2023
5	ESESPT-C-CP12- X-R	Essential Support for Advanced Malware Detection Cloud - Web, Support	1	Till 31st March 2023
6	SI Support	System Integrator support - As per SOW System Integrator Implementation support will be required Onsite for all issues	1	Till 31st March 2023

5.3 Security Requirements

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

5.4 Executive Summary and Corporate Profile

Bidder to include Executive Summary along with corporate profile, proposed account management and Support details, Escalation Matrix, response and resolution Turnaround time matrix, MIS and Reports mechanism etc. with RFQ response.

5.5 Payment Milestones

Payment Milestones	Deliverables/Key activities	Timeline	Payment
Renewal of Licenses / Support from OEM	<ul style="list-style-type: none"> 30 days after Renewal of the respective licenses / support from OEM and acceptance by ReBIT. 	30 Days after renewal acceptance	<ul style="list-style-type: none"> 100% Payment release
SI & OEM Support as mentioned in section 5.2 and 5.3	<ul style="list-style-type: none"> 24 x 7 x 365 Break-fix Support & L1, L2, L3 Support by SI 	Quarterly completion	<ul style="list-style-type: none"> Quarterly Support Cost after deduction of SLA penalties (if any) of the respective quarter.

5 Bidding Process:

6.1 Language of Bid

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

6.2. Locations to be covered

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

6.3 Cost of Bidding

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

6.4 Authorization to Bid

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

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

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

6.5 Bid Security/ EMD

The Bidder should deposit bid security of Rs.15,000/- (Rupees Fifteen Thousand only) in the form of a demand draft in favour of Chief Executive Officer, Reserve Bank Information Technology Pvt. Ltd., payable at Mumbai or a Bank Guarantee issued from Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFP 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 to reach us on or before the date of opening of technical bid:

To,
The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, 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) for successful bidders.

The EMD of an unsuccessful Bidder shall 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 are exempted from payment of EMD and tender fee provided the products and/or services they are offering, are manufactured and/or services 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 will be suspended for a period as decided by ReBIT.

The Earnest Money Deposit (EMD) may be forfeited:

- 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/misrepresentation at any time during the RFP / Contract finalization of successful bidder / signing of the contract.
- Where the Bidder, withdraws after opening of Part I / Technical 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/misrepresentation at any time during the RFP process.

6.6 Period of Validity of Bids

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

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

6.7 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. 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 published on ReBIT's website www.rebit.org.in/procurement and CPP Portal.

One or more pre-bid conferences may be held for clarifying issues/clearing doubts (if any), about the specifications and other allied technical/commercial details of the equipment, product and services projected in the tender document and for ensuring that the technical requirements provide a level playing field. The date, time and place of the pre-bid conference will be as indicated in the RFQ document. ReBIT shall not be obligated to respond to any or all of the queries.

6.8 Clarifications and Amendment in RFQ Documents

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

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

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

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

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

6.9 Two-Part Bid

The Bid shall be submitted in two parts:

Part I: Technical Bid. No price information should be provided in Part-1.

Part II: Price Bid

6.9.1 Part I: Technical Bid

- i. The Technical Bid submitted should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- ii. The following original documents are required to be submitted along with the technical bid:
 - a. Scanned copy of the bid security in the form of a demand draft or equivalent Bank Guarantee from commercial Bank along with the Technical Bid to be submitted online and the original copy of EMD DD/BG to be sent to ReBIT office.
 - b. The documents as requested in **Annexure – A** are to be submitted.
 - c. All the Annexures should be submitted on letter head of Bidder's company and duly signed with seal of the company. Self-attested photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.

- d. The Bidder should ensure that all the annexures are submitted as prescribed by the ReBIT. In case it is not in the prescribed format, it is liable to be rejected.

6.9.2 Part II: Price Bid

The Price Bid must not contradict the Technical Bid in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- i. The Price Bid should be submitted as per **Annexure-H** by way of entering the values in the format (not in handwritten). This must contain all price information, prices should be exclusive of GST (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.
- ii. 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 H** is allowed. Any deviations may lead to disqualification of the bid.
- iii. 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. Only fixed price commercial bids indicating total prices for all the deliverables and services specified in this RFP will be considered.
- iv. The prices mentioned in **Annexure H** should be CIF ReBIT office, Navi Mumbai.
- v. ReBIT will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.
- vi. All out of pocket expenses, travelling, boarding and lodging expenses for the entire project period and subsequent agreement is included in the prices and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc

6.10 Submission of bids

- i. The Bidders must submit bid (technical-MEC -annexure G & price bid separately) through password protected documents as per requirement of RFQ through email to procurement@rebit.org.in

ReBIT may, at its discretion, extend the deadline for submission of bids by releasing corrigendum to this tender document.

All submissions will become the property of ReBIT. Recipients shall be deemed to license and grant all rights to ReBIT to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFQ process, notwithstanding any copyright or other intellectual property right that may subsist in the submission.

6.11 Modification and Withdrawals of Bid

No modification in the Bid shall be allowed, after the deadline for submission of Bids. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

6.12 Bid opening and Evaluation Process

- i. ReBIT will follow a two-step evaluation and selection process.
- ii. Bids of only those bidders who meet the minimum eligibility criteria will be considered for technical evaluation.
- iii. The price bids of only technically qualified Bidders will be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
- iv. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the

time frame indicated in the letter/e-mail seeking explanation, if the Bidder does not comply or respond by the date, their bid will be liable to be rejected.

- v. ReBIT may, at its discretion, waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever necessary, observations on such minor issues (as mentioned above) ReBIT may conveyed to the Bidder, asking them to respond by a specified date also mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected.
- vi. The Bidder at no point of time can excuse themselves from any claims by ReBIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation, etc. as mentioned in this RFQ.
- vii. The selection of successful Bidder will be based on Lowest Commercial Bid offered by eligible qualified bidder.

6.12.1 Technical Bid Evaluation

- i. The technical bids will be opened by ReBIT online as per the bid opening date and time specified in the RFP.
- ii. The technical bids will be evaluated for completeness and responsiveness as per **Annexure G – Minimum Eligibility Criteria and technical evaluation scoring matrix.**
- iii. Initial proposal scrutiny will be held, and proposals will be treated as non-responsive and rejected, if proposals are:
 - Not submitted in the format specified in this RFQ
 - Received without letter of authorisation
 - Non-compliant with any of the clauses specified in this RFQ
 - Have lesser than prescribed validity period
 - Submitted with incomplete information, subjective, conditional offers and partial offers
 - Submitted without the documents required under this RFP including EMD.
- iv. Eligible technical proposals shall be evaluated by ReBIT according to the technical evaluation process defined in this RFQ. ReBIT may, at its discretion, seek clarifications or ask the Bidder to make technical presentations on any aspect.
- v. ReBIT at its discretion may reject the proposal of the Bidder without assigning any reason whatsoever, if in ReBIT's opinion, the proposal was not made appropriately to meet the RFP requirement / performance criteria as stipulated by the ReBIT.
- vi. The evaluation will be undertaken by a committee formed for the purpose by ReBIT which consists of senior ReBIT officials and may also consist of external experts. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.
- vii. The following criteria shall be used for evaluation of technical proposals:

Technical Evaluation Scoring Matrix:

Sr. #	Evaluation category	Evaluation criteria	Scoring Logic	Criteria weightage
1	Customer Support & Forcepoint service experience.	Experience in providing AMC/ Support Service from Forcepoint to similar client as per Annexure I	1-5 Years – 10 Marks 6-8 Years – 15 Marks >8 Years – 20 Marks	20
2	Resource Profile / Skills	No of Forcepoint active Certified Engineers / Resources	1-3 Personnel – 7 Marks 4-6 Personnel – 10 Marks >7 Personnel – 15 Marks	15

3	Active Clients	No. Of Active Forcepoint Clients in Mumbai / Navi Mumbai with valid AMC / Support Contract (Copy of PO or Agreement to be submitted)	1-5 Clients =10 marks 5 to 15 Clients = 12 marks >15 Clients = 15 marks	15
			Total	50

6.12.2 Price Bid Evaluation

- i. The bidders who will score atleast 70% score will be considered eligible for Price bid opening.
- ii. The price bids of only technically qualified Bidders will be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
- iii. If a Bidder quotes NIL price / consideration, the bid shall be treated as unresponsive and will not be considered.
- iv. Price bid evaluation 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 item-wise quoted amounts and the total quoted amount, the item-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. Where there is a discrepancy between the phase-wise quoted amounts and the total quoted amount, the phase-wise rate will govern unless, in the opinion of ReBIT, there is obviously a gross error such as a misplacement of a decimal point, in which case the line-item total will govern.
 - f. If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.
- v. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case ReBIT will be free to accept the Total Bid amount as mentioned in the field "Total Cost of Ownership (TCO)" in **Annexure-H**.
- vi. If the Bidder does not accept the arithmetical corrections made by ReBIT, its proposal will be rejected.
- vii. Items described in technical proposal but not priced in price bid shall be assumed to be included in the prices of other activities or items.
- viii. The bidder with the Lowest Commercial Bid will be considered as successful bidder, however, ReBIT as its sole discretion may discuss it if the bid found higher than the ReBIT estimated prices/budget.

ReBIT does not represent that these are the sole criteria and reserves the right to adjust selection criteria at any time until final vendor selections are made.

6.13 Award of Contract

On completion of evaluation of bids, ReBIT will determine the successful incumbent Bidder and contract will be awarded accordingly. **The contract would be valid till 31st March 2023.**

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

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

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

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

The selected Bidder at his own expense will register the contract agreement by paying the appropriate amount of stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value. The stamp paper and franking needs to be done in Mumbai only.

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

7 Conflict of Interest

The decision of ReBIT require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the ReBIT's interest paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Bidders shall not be engaged for any assignment that would conflict with their prior or current obligations to ReBIT, or that may place them in a position of not being able to carry out the assignment in the best interest of ReBIT. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth.

8 Performance Bank Guarantee

The successful Bidder shall provide a Performance Bank Guarantee for 3% of the Purchase Order value valid for the contract period within 15 days from the date of delivery of products as per format for the PBG is provided in **Annexure M** 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.

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 tenderers of any of the terms and conditions of the tender.
- If the Vendor goes into liquidation voluntarily or otherwise;
- Exceptionally long, delay in support / replacement / services of the products, 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.

In case of any Contract violations penalties have to deducted from the invoice's 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.

9 Rejection of Bid

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

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

10 Payment Terms

ReBIT will endeavour to make all payments for the products / services delivered to it, based on completed milestones mentioned at 5.5, within a period of 30 days from the date of acceptance of invoice by ReBIT. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT)

Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from ReBIT Any objection/ dispute to the amounts invoiced in the bill shall be raised by REBIT within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any invoice(s) Any objection/ dispute to the amounts invoiced in the bill shall be raised by ReBIT within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), ReBIT will make payment within forty-five (45) working days of the settlement of such disputes. Terms of payment indicated in the Contract that will be issued by ReBIT to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the ReBIT on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good and the Invoice would be governed by the terms contained in the Contract concluded between ReBIT and the Bidder". Bidder should ensure that the project should not suffer for this reason

11 Taxes and Duties

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

The amount payable by ReBIT to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), transportation, installation, that may be levied, imposed, charged or incurred and REBIT shall pay the due under this RFQ and subsequent agreement after deducting any tax deductible at source ("TDS") and GST-TDS* as applicable.

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

Nature of Supply	Name of GST	Rate of GST - TDS
Location of service provider and place of supply is in Maharashtra	CGST	1%
	SGST	1%
Location of the service provider and place of supply are outside Maharashtra	IGST	2%

ReBIT agrees to file GST TDS returns for the amount deducted as TDS under GST laws. The Bidder will need to provide the details for the GST deposited with the authorities for the GST component to be paid off by ReBIT.

The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. REBIT shall pay each undisputed invoice raised in accordance with this RFQ and subsequent agreement, after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amounts have become due and payable under this RFQ and subsequent agreement provided that such invoice is dated after such fees have become due and payable under this RFQ and subsequent agreement.

Any variation (upward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by ReBIT. Any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price, the benefit will be passed to the ReBIT and adjusted in the payment milestones. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, ReBIT will treat the prices quoted as not in conformity with these guidelines and proceed accordingly.

If ReBIT has to pay taxes for any of the items or supplies made in terms hereof by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, ReBIT has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder fails to reimburse the amount within a fortnight, ReBIT shall adjust the amount out of the payments due to the Bidder from REBIT along with the interest calculated as per the rate prevailing at the time of actual payment

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

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

12 Termination

- i. ReBIT reserves its right to terminate / cancel the Purchase Order / Contract at any time by assigning appropriate reasons and recover expenditure incurred by ReBIT in addition to recovery of liquidated damages in terms of the contract, in the event of any of the following conditions (but not limited to):
 - Delay in delivery / completion of purchase order / services.
 - Breaches in the terms and conditions of the Contract / Order.
 - Non submission of acceptance of empanelment offer / order within 7 days of order / notification of award.

- Failure of the successful Bidder to accept the contract / furnish the Performance Bank Guarantee within 15 days from delivery of the goods.
 - Non-adhering to regulatory compliance.
 - In case of the bidder going insolvent voluntarily or otherwise, getting blacklisted, involvement in fraud, etc.
 - Non-satisfactory performance of the selected Bidder during service and operation.
 - 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.
 - ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority.
 - In the event of subcontract or assignment contrary to the terms of agreement.
- ii. ReBIT will serve the notice of termination to the Bidder at least 30 days prior of its intention to terminate services.
 - iii. ReBIT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.
 - iv. In addition to the cancellation of purchase order / Contract, ReBIT reserves its right to invoke the Performance Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

13 Sub-Contracting

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

14 Service Level Agreement (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected OEM/SI during the implementation and its subsequent support for the project period. The severity would be as follows. It will ReBIT's discretion to assign the appropriate severity parameter to the incident.

- Critical: In case multiple subsystems are down threatening business continuity 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 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 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 functionality.

Infrastructure Availability SLA:

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

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

For the purpose of 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. For any non-performance of SLA, penalties will be levied as per calculation below. 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 quarterly invoicing period, referred to as Measurement 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 Level	Initial Response	Penalty
	Essential Support	
<p>Severity One (highest severity) / Critical</p> <p>Business is severely impacted.</p> <ul style="list-style-type: none"> - a Forcepoint product is not functioning and no viable workaround is available - Customer environment compromised or at risk for significant data corruption - Mission critical application is down or the majority of users are not able to conduct business 	Up to 45 Minutes	5% of the Annual Amount payable for every call beyond 45 Mins, up to 10% of Annual Amount payable.
<p>Severity Two / High</p> <p>Business is disrupted but functioning.</p> <ul style="list-style-type: none"> - a Forcepoint product's functionality is severely impacted - Mission critical applications or the majority of users are impacted 	Up to 4 Business Hours	5% of the Annual Amount payable for every call beyond 4 hours, up to 10% of Annual Amount payable.
<p>Severity Three / Medium</p> <p>Business is not affected but symptoms exist</p> <ul style="list-style-type: none"> - a Forcepoint product is functioning in a restricted fashion and a workaround exists - Mission critical applications are functional with some end users affected 	Up to 8 Business Hours	3% of the Annual Amount payable for every call beyond 8 hours, up to 10% of Annual Amount payable

<p>Severity Four (lowest severity) /Low</p> <p>A request for information.</p> <ul style="list-style-type: none"> - Request for product information or questions regarding how to use the product - Minimal impact to customer business - a request for product modification 	<p>Up to 2 Business Days</p>	<p>2% of the Annual Amount payable for every call beyond 2 business days, up to 10% of Annual Amount payable.</p>
<p>Hardware On-Site Parts replacement Response Times:</p>		
<p>Hardware Appliance</p>		
<p>Forcepoint V5000 Appliance</p>	<p>Next Business day On-Site Parts Replacement</p>	

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.

15 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/Contract / Agreement, ReBIT shall, without prejudice to its other rights and remedies under and in accordance with the RFQ/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful Bidder. For calculation of LD:

- i. In case of delay by the Bidder in any stage of the project milestone, the financial Penalty as per the ReBIT's discretion will be imposed on the Bidder at 1.25% of the total contract value per week of

delay, to the maximum of 10% of the total contract value as per the agreement between the 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 month will be treated as a month for this purpose.
- iv. However, ReBIT may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- v. ReBIT will deduct the amount of liquidated damages from the payment due of the same project from the Successful Bidder or invoke the Bank Guarantee. ReBIT may also withhold the amount to be recovered from the payment due from other projects held by the same Bidder.
- vi. Any such recovery or liquidated damages shall not in any way relieve the successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- vii. ReBIT reserves the right to condone the delay, if it is not attributable to the successful Bidder.

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

16 Adherence of Cyber Security Policy

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

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

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

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

All information resources (online/in-person) of the vendors and its partners shall be made accessible to ReBIT as and when sought. Credentials of vendor/third party personnel accessing and managing the ReBIT's critical assets shall be maintained and shall be accordance with ReBIT's policy.

ReBIT shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Bidder shall ensure to support baseline system security configuration standards. ReBIT shall also conduct effective due diligence, oversight and management of third-party vendor's/service providers & partners.

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

17 Confidentiality

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

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

- ii. To only make copies as specifically authorized by the prior written consent of ReBIT and with the same confidential or proprietary notices as may be printed or displayed on the original.
- iii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause 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 O** within 15 days of issuing the purchase order/notification of award.

18 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

19 Indemnification

- i. Bidder shall indemnify, protect and save ReBIT and hold ReBIT harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
 - a. an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by the Bidder,
 - b. breach of any of the terms of this RFQ or breach of any representation or warranty by the Bidder
 - c. Use of the deliverables and or services provided by the Bidder,
 - d. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Bidder shall further indemnify ReBIT against any loss or damage to ReBIT’s premises or property, ReBIT’s data, direct financial loss, loss of life, etc., due to the acts of the Bidder’s employees or representatives. The Bidder shall further indemnify ReBIT against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on ReBIT for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
 - i. ReBIT notifies the Bidder in writing in a reasonable time frame on being aware of such claim,
 - ii. The Bidder has sole control of defence and all related settlement negotiations,
 - iii. ReBIT provides the Bidder with the assistance, information and authority as it deems fit to perform the above.
- ii. It is clarified that the Bidder shall in no event enter 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.
- iii. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder’s representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
- iv. Bidder should take full responsibility for its and its employee’s actions. Further, since 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.
- v. The Bidders should indemnify ReBIT (including its employees, directors or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:
 - a. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - b. Negligence and misconduct of the Bidder, its employees, and agents.
 - c. Breach of any terms of RFQ, Representation or Warranty.
 - d. Act or omission in performance of service.
 - e. Loss of data due to any of the reasons mentioned above.
 - f. Non-compliance of the Bidder with Laws/Governmental /regulatory Requirements.
- vi. In the event that ReBIT is called as a defendant for IPR infringement of patent, trademark or industrial

design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend ReBIT.

- vii. It will be the Bidder's responsibility to rapidly do away with third-party claims. The Bidder will also pay any compensation arising from the infringement claims and ReBIT will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
- viii. On its part, ReBIT will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- ix. Once the components delivered at ReBIT premises, The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, ReBIT has the right to cancel the order and the Bidder will have to refund the total amount received from ReBIT along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.
- x. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFQ.
 - a. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
 - b. If a third party's claim endangers or disrupts ReBIT's use of the Deliverables, Bidder shall at no further expense, charge, fee or cost to ReBIT, obtain a license so that ReBIT may continue use of the Deliverables in accordance with the terms of this RFQ.
 - c. Bidder shall indemnify and keep fully and effectively indemnified ReBIT from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFQ.

20 Responsibility for Completeness

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

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

21 Vendor Security Risk Assessment

i. General Security Requirements

- Vendor / Bidder should have the security controls in place to protect sensitive and/or confidential information shared with the vendor.
- Ensure that any agent, including a vendor or subcontractor, to whom ReBIT provides access to information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the information systems.
- Vendors will not copy any ReBIT's data obtained while performing services under this RFQ to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by ReBIT.
- All personnel who will be part of this engagement deployed at ReBIT's premises will need to adhere ReBIT's security policy.
- All personnel who will be part of this engagement will need to sign NDA with ReBIT.
- Vendor / Bidder should carry out Background checks which includes Address, Education, past employment and criminal checks for all personnel that will be deployed at ReBIT for the implementation.
- Vendor shall disclose the origin of all software components used in the product including any open source or 3rd party licensed components.

ii. Security for Support & Maintenance

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

22 Force Majeure

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

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

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

23 Vicarious Liability

The Bidder shall be the principal employer of the employees engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees of the Bidder shall be paid by the Bidder alone and the ReBIT shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees. The Bidder shall agree to hold the ReBIT, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the ReBIT through the action of Bidder's employees.

24 Non-Payment of items/activities fees

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

25 Assignment

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

26 Non-Solicitation

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

Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the ReBIT in rendering services under the contract; or

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

27 No Employer-Employee Relationship

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

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

28 Ownership

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

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

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

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

29 Tender/RFQ Cancellation

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

30 Publicity

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

31 Dispute Resolution

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

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

32 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: Submission Checklist

Submission Checklist for Technical Bid

The Bidder must ensure that the following have been submitted as a part of the Technical Bid submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the Bidder from the bid.

The following documents/items need to be submitted:

Items	Submitted (Bidder)	Verified (REBIT)	Page No.
Index of all the documents, letters, signed RFQ etc. submitted in response to this document along with page numbers.	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure B: Proposal Submission Covering Letter	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure C: Self Declaration of Relatives in ReBIT	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure D: Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure E: Bidders Query Format	<input type="checkbox"/>	<input type="checkbox"/>	
A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure F: Bidder's Details on Bidder's letter head	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure G: Specific response with supporting documents in respect of Minimum Eligibility Criteria	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure I: Specific response with supporting documents in respect of Bidder's Experience	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure K: Manufacturer's Authorisation Form	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure O: Confidentiality & Non-Disclosure Agreement	<input type="checkbox"/>	<input type="checkbox"/>	

Items	Submitted (Bidder)	Verified (REBIT)	Page No.
<p>Copy of the Bid document along with all clarifications released by ReBIT duly stamped and signed on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word / PDF format.</p>	<input type="checkbox"/>	<input type="checkbox"/>	

Submission Checklist for Commercial Bid

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

Commercial Bid Documents	Submitted (Bidder)	Verified (REBIT)	Page No.
<p>Annexure H: Commercial Bid Format (in excel format)</p> <p>Note:</p> <ol style="list-style-type: none"> 1. No portion of the commercial bid shall be mentioned/indicated in any form in the technical submission. 2. Rate for every line item has to be filled. Bidder need to mention "Rate included" in line items wherever they feel so. The same will then be referred during the invoicing. 3. No deviation from mentioned specification is allowed. 4. No alteration in the mentioned specification is allowed. 	<input type="checkbox"/>	<input type="checkbox"/>	

Annexure B: Bid Submission Form

[Insert: Location, Date]

To,

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

Dear Sir / Madam,

We, the undersigned, hereby offer to provide professional services for in accordance with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal

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

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

We agree to abide by this Proposal for the validity as mentioned in the RFQ and our Offer shall remain binding on us and may be accepted by ReBIT any time before expiry of the offer.

We undertake, if our Proposal is accepted, to start the services within the timelines as mentioned in the RFQ from the Contract signature date.

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

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

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

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

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

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

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

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFQ and the related addendums, other documents and if required including the changes made to the original bid documents issued by ReBIT.

ReBIT is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any deviations sought by us, whether orally or in writing, and ReBIT's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

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

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

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

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure C: Self Declaration Relatives in ReBIT

(On letterhead of the Bidder)

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

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

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

(On letterhead of the Bidder)

Strictly Private and Confidential

To

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

[Date]

Dear Sir / Madam,

Sub: [Insert: Title of services]

Further to our proposal, in response to the **[Insert: Title of services]** dated **[Insert: Date]** (hereinafter referred to as “RFQ”) issued by Reserve Bank Information Technology Pvt Ltd (hereinafter referred to as “ReBIT”) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure E : Bidders Queries Format

Contact Details		
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 F : Bidder's Details

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

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

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

Name and Signature of authorised signatory and Seal of Company

Annexure G : Minimum Eligibility Criteria (On Bidders Organisation's Letterhead)

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

Sr. No	Criteria	Minimum Requirement	Documentation Required	Compliance Status (Yes/No)
1	Registration Certifications & License	<p>The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act and must provide the following details:</p> <p>a. Details of Registration of the firm /organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>b. GST registration number</p>	<p>a. Copy of Certificate of incorporation (firm / organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.) has to be provided.</p> <p>b. Copy of GST Certificate</p>	
2	Turnover	<p>a. The bidder should have an average annual turnover of Rs. 10 lakhs in last three financial years (FY 2018-19, FY 2019-20 & FY 2020-21).</p> <p>b. The bidder should have positive Net Worth and Profit After Tax (PAT) in any three of the last four financial years (FY 2017-18, 2018-19, FY 2019-20 & FY 2020-21).</p>	<p>a. Copy of Audited Balance Sheet including Profit & Loss Statements of last three Financial Years (FY 2018-19, FY 2019-20 & FY 2020-21) OR Certificate from CA where Audited Balance Sheet is not available - specifying Annual Turnover for the above-mentioned duration.</p> <p>b. Certificate from CA specifying Annual Turnover, Net Worth & PAT for the mentioned duration</p>	
3	Manufactures / OEM Authorisation	<p>The Bidder should be Authorized Partner of the OEM (Original Equipment Manufacturer) at least for the last 3 years.</p> <p>The proposed OEM should have warehouse on its own/through partner in Mumbai/Thane/Navi Mumbai.</p>	<p>Manufacturers Authorization letter from OEM in favour of Bidder must be enclosed as per Annexure K.</p>	
4	Work Experience	<p>The bidder should have provided similar support / AMC from Forcepoint to at least 1 client in each of the last 3 years (FY 2018-19, FY 2019-20 & FY 2020-21).</p>	<p>Copy of PO or Agreement to be submitted</p>	

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

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

Note: The Bidder should submit relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the bidder shall be liable to be disqualified without any notice and the bids of the bidder may not be processed further. Any additional / irrelevant document enclosed with the bid, may lead to disqualification.

Authorized Signature

Annexure H: 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.	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	Till 31 st March 2023					
2	ESESPT-2-CP12-X-R	Essential Support for Forcepoint Web Security, Support	1	Till 31 st March 2023					
3	FSBX-C-CP12-R	Advanced Malware Detection Cloud - Web, Cloud Access & Network Security	370	Till 31 st March 2023					
4	V5KG4EHW-0-XX12-X-N	Forcepoint V5000 Extended Warranty NBD, Warranty. Appliance sno.B949XP2	1	Till 31 st March 2023					
5	ESESPT-C-CP12-X-R	Essential Support for Advanced Malware Detection Cloud - Web, Support	1	Till 31 st March 2023					
6	SI Support	System Integrator support - As per SOW System Integrator Implementation support will be required Onsite for all issues	1	Till 31 st March 2023					

Note:

1. Bidder has to mention unit cost (all inclusive) in INR. GST Rates are to be provided separately.
2. No additional charges / cost shall be paid by ReBIT except GST.
3. Licenses / Subscription Cost shall be overall cost (of products, licenses, product support, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
4. If vendor fails to submit the price in the above format the bid may be subject to get rejected.

The fees payable by REBIT to Bidder will 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 I : Bidder's Experience

(On letterhead of the Bidder)

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

Signature of Bidder

Date

Place

Annexure K: Manufacturer’s Authorisation Form (MAF)

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

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date:
Place:

Annexure M: 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 – *[Insert: Title of services]* dated *[Insert: Date]*

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 *[Insert: Title of services]* 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 2022.

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.

Annexure O: 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 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 Appointment of IT System Integrator, 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: