



Renewal of Tenable.sc VAPT licenses

REQUEST FOR QUOTATION (RFQ)

(02 November 2022)

RFQ: ReBIT/CPO/2022-23/127/042

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

Schedule of Events

Tender inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFQ BID reference number	RFQ: ReBIT/CPO/2022-23/127/042
Purpose of RFQ	Renewal of Tenable SC VAPT Licenses
Method of selection	Selection will be based on least cost method
Availability of RFQ documents	02 November 2022 RFQ document shall be e-mailed to Tenable Authorised Resellers and will also be available on ReBIT website
Last date and time for submission of pre-bid queries	03 November 2022 up to 13:00 Hrs Queries should be submitted in the format prescribed in Annexure - D of this RFP and sent to procurement@rebit.org.in
Pre-bid meeting	03 November 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	04 November 2022 on ReBIT website
Last date and time for bid submission (on or before)	08- November-2022 up to 13:00 Hrs Bids shall be submitted password protected document through email to procurement@rebit.org.in
Bid opening	08- November-2022 at 16:00 Hrs through video conferencing.
Proposal validity	Proposals must remain valid up to 180 (One hundred and eighty) days from the last date of submission
Name and address for communication	Head CPO (Centralised Procurement Office), Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706 Email: procurement@rebit.org.in

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1. About ReBIT

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

2. Objectives of the RFQ

ReBIT intends to renew Tenable.sc VAPT Licenses for its operations from OEM – Tenable's Authorised Resellers.

3. Invitation of Tender Bids

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

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

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

4. Scope of Work

Sr No	Specifications / Descriptions	Quantity
1	Tenable.sc VAPT license subscription. IP Bnds: 500 Order Type: Renewal of existing licenses Duration - 1 year from the date of availability of licenses to ReBIT.	500 IPs

- **All technical specifications, Warranty, Support shall be as per Tenable's Standard offering (Bidder to mention any deviation/non-standard offering clearly in the proposal).**

5. Selection Process

1. ReBIT will select, to its satisfaction, successful bidder based on the Lowest Commercial offered.
2. The PO will be awarded to the successful bidder whose bid is determined to be most responsive and has been evaluated to be the lowest commercial.

The decision of ReBIT shall be final, in this regard. any misrepresentation of facts may lead to outright rejection of the Bid.

6. Instructions for Bid Submission with Checklist of documents

1. This RFQ process shall be administered through e-mail specified in Schedule of Events.
2. All the necessary documents requested in the RFQ shall be emailed (password protected) to procurement@rebit.org.in as per the Schedule of Events.
 - Copy of the RFQ document along with all clarifications released by ReBIT duly stamped and signed on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein.
 - Copy of GST Certificate
 - Bidder to submit manufacturer authorisation form/ authorised partnership certificate from OEM- Tenable.
 - Bidder should submit filled Annexure A – Commercial Bid with authorized signed.
 - Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad & there is no court case or insolvency proceedings pending against the bidder – Annexure B declaration is required on bidder's letter head with Authorized signed & stamped.
 - Annexure C- Bid Submission form- declaration is required on bidder's letter head with Authorized signed & stamped.
3. The authorised signatory representing the Bidder shall digitally/Manually sign all proposal documents emailed to ReBIT.
4. ReBIT reserves the right to resort to re-tendering without providing any reason whatsoever. ReBIT shall not incur any liability on account of such rejection.
5. ReBIT further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a Bidder.
6. ReBIT reserves the right to modify any terms, conditions or specifications of RFQ before date and time of submission of bids. Bidder must submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be mailed to eligible bidders and will be binding on all Bidders and no separate communication will be issued.
7. ReBIT, at its discretion, may extend the deadline for a reasonable period as decided by ReBIT for the submission of bids.
8. Bids received after cut-off date and time will not be considered.

7. Bid Opening and Evaluation Process

1. All Bidders will be notified to participate in the price bid opening process.
2. The price bids shall be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
3. The Bidders will have to submit the Commercial bid in the attached format - Annexure A. The Bidder is expected to submit the Commercial bid exclusive of the applicable taxes (GST). Taxes and levies as applicable must be indicated in detail separately.
4. 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.
5. Commercial 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 part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
 - c. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
 - d. If there is discrepancy between unit price and total price, the unit price shall prevail
 - e. If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.

6. The Bidder with the **Lowest Commercial Bid** will be selected as successful bidder.
7. If a Bidder quotes NIL price / consideration, the bid shall be treated as unresponsive and will not be considered.

8. Price Bid

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

1. The Price Bid should be submitted as per **Annexure A** by way of entering the values in the format (not in handwritten). This must contain all price information, prices should be exclusive of GST & Tax (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.
2. The Bidders should not offer any options or any conditional offers to the ReBIT while giving the price information. The offer should strictly be in conformity with the items as specified by ReBIT. No additions or deletions to the **Annexure A** is allowed. Any deviations may lead to disqualification of the bid.

9. Payment Terms

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

10. Liquidated Damages (LD)

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

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

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

11. Delivery Period

The licenses shall be renewed before expiry of current licenses (Current licenses expiry date :12 November 2022).

Annexure A – Commercial Bid

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

(On letterhead of the Bidder)

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

Sr No	Specifications / Descriptions	Quantity	UOM	Unit Cost	Total Cost (Excl tax) (Qty X Unit Cost)	GST Amount	Total Amount (Incl tax) (Total Cost + GST)
1	<p>Tenable.sc VAPT license subscription. IP Bnds: 500 Order Type: Renewal of existing licenses</p> <p>Duration – 1 year from the date of availability of licenses to ReBIT. Advanced Support of OEM shall be offered with Tenable.sc license.</p>	500 IPs	Nos				

1. Vendor has to provide the license cost in INR. GST Rates are to be provided separately.
2. License Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
3. Bidder shall mention part nos, configuration, warranty, guarantee, Support offered by M/s Tenable for the above items clearly in the proposal note.

Note:

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

Authorised Signature

Annexure B: Undertaking by Bidder

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

Place:

Date:

To,

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

We _____ (bidder name), hereby undertake that

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

Yours faithfully,

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

Date:

Annexure C: 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 **ReBIT/CPO/2022-23/127/042** datedand our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We certify that we have provided all the information requested by ReBIT in the format requested for.

We also understand that ReBIT has the exclusive right to reject this offer in case ReBIT is of the opinion that the required information is not provided or is provided in a different format.

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure D : 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
