



**Renewal of Tenable Nessus Professional
& Burp Suite Professional Scanner Licenses**

REQUEST FOR QUOTATION (RFQ)

(05 December 2022)
RFQ: ReBIT/CPO/2022-23/140/055

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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/2022-23/140/055
Purpose of RFQ	Renewal of Tenable Nessus Professional & Burp Suite Professional Scanner Licenses
Method of selection	Selection will be based on Lowest Commercial offered line item wise
Availability of RFQ documents	05-December -2022 RFQ document shall be e-mailed to Authorised Partners, Vendors who have participated in past for similar requirements and will also be available on ReBIT Website
Last date and time for bid submission (on or before)	08-December-2022 up to 12:00 Hrs Bids shall be submitted password protected document through email to procurement@rebit.org.in
Bid opening	08-December-2022 at 13:00 Hrs through video conferencing. The video conferencing link will be shared with those bidders who have submitted the bids before the last date & time mentioned above
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 Phone No. 022 50233139

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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 Nessus Professional and Burp Suite Professional Scanner licenses from OEM Authorised Resellers and vendors who have participated for similar requirements in past to ReBIT.

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.

Bidders are expected to submit their bids (password protected) through email to procurement@rebit.org.in strictly as per RFQ timelines. *File size should not be more than 10 MB, if it is more than 10 MB then bidder can email multiple files.*

4. Scope of Work

Renewal of below licenses.

Sr. No.	Specifications / Descriptions	Quantity
1	Burp Suite Professional Scanner 1 year subscription	6
2	Tenable Nessus Professional license 1 year subscription	1

- Above Bill of material quantity is indicative, Quantity may vary during placing of order.
- All technical specifications, Warranty, Support shall be as per OEM'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 for both line items. Line-item wise award of PO.
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.
3. The decision of ReBIT shall be final, in this regard. any misrepresentation of facts may lead to outright rejection of the Bid.

6. Instructions for Bid Submission with Checklist of documents

1. This RFQ process shall be administered through e-mail specified in Schedule of Events.
2. All the necessary documents requested in the RFQ shall be emailed (password protected) to procurement@rebit.org.in as per the Schedule of Events.
 - **Copy of the RFQ document along with all clarifications released by ReBIT duly stamped and signed on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein.**
 - **Copy of GST Certificate**
 - **Bidder to submit Manufacturer Authorisation Form (MAF)/ Authorised Partnership Certificate from OEM's.**
 - **Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad & there is no court case or insolvency proceedings pending against the bidder – Annexure B Declaration is required on bidder's letter head with Authorized signed & stamped.**
 - **Bidder should submit filled Annexure A – Commercial Bid with authorized signed.**
 - **Annexure D Undertaking 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 valuation shall be considered as below in case of any kind of discrepancy:
 - a. If there is a discrepancy between words and figures, the amount in words shall prevail
 - b. Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
 - c. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
 - d. If there is discrepancy between unit price and total price, the unit price shall prevail
 - e. If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.
6. **Commercial Bid shall be evaluated basis the Line-item wise cost** and 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 hand written). This must contain all price information, prices should be exclusive of GST & Tax (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.
2. The Bidders should not offer any options or any conditional offers to the ReBIT while giving the price information. The offer should strictly be in conformity with the items as specified by ReBIT. No additions or deletions to the **Annexure A** is allowed. Any deviations may lead to disqualification of the bid.

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 delivered before the renewal is due as per below subject to PO issuance.

1. Burp suite professional scanner due on December 31, 2022
2. Tenable Nessus professional License due on December 19, 2022

Annexure A – Commercial Bid

(Line-Item Wise Price Summary)

(Details of all line items of the Commercial Bid)

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

(On letterhead of the Bidder)

Sr. No.	Item Description	Quantity	UOM	Unit Cost	Total Cost (Excl. tax) (Qty X Unit Cost)	GST Amount	Total Amount (Incl. tax) (Total Cost + GST)
1	Burp Suite Professional Scanner 1 year subscription	06	Nos				
2	Tenable Nessus Professional license 1 year subscription	01	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, guaranty, Support offered by OEM's 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 or insolvency proceedings pending against us.

Yours faithfully,

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

Date:

Annexure C: Manufacturer's Authorisation Form

(This letter of authority should be on the letterhead of the manufacturer(s) / developer(s) and should be signed by a competent person representing the manufacturer / developer.)

To,
The CEO,
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 tender.

We hereby confirm that in case the Bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time.

We hereby extend our full guarantee and warranty for the following softwares / products offered by the above firm in response to ReBIT's tender and Renewal of Tenable Nessus Professional & Burp Suite Professional Scanner Licenses for as per the terms and conditions set out in the RFQ document for the purpose.

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

(Please mention the names of the Softwares, Servers, System Softwares, RDBMS, and/or any other suites, as applicable).

Yours faithfully,

(Name)

for and on behalf of

M/s _____ (Name of Manufacturer/Developer)

Annexure D: 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 process and contract engagement for the subject RFQ, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to REBIT and its business that is provided to us at any time before, during or after the implementation.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client.
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 the scope envisaged under this RFQ document 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: