



**Procurement of Trend Micro licenses - Additional & Renewal of Existing
(Apex One with Endpoint Sensor and Deep Security Enterprise)**

REQUEST FOR PROPOSAL (RFP)

(04 March 2024)

RFP: ReBIT/CPO/2023-24/318/121

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 geed parties for participating in this RFP. While ReBIT has taken due care in the preparation of this RFP 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 RFP, 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. No reimbursement of cost of any type will be paid to persons or entities 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.

The proposal in response to RFP should be signed and submitted by a person duly authorized to bind the Bidder to the details submitted in the proposal. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bid. All pages of the bid documents are to be signed by the authorized signatory.

This RFP is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFP 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 RFP to the interested parties, or upon receipt of any response from the interested parties thereto, or any meetings or presentations made. All expenses incurred by the interested parties as a result of responding to, or further to this RFP, 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 RFP issued by ReBIT is not authorized. Any clarification sought can be mailed to email address specified in the RFP included in this document. All clarifications sought should be concluded prior to the last date of submission of queries specified in the RFP.

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.

Tender inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFP BID reference number	RFP: ReBIT/CPO/2023-24/318/121
Purpose of RFP	Procurement of Trend Micro licenses – Additional & Renewal of Existing (Apex One with Endpoint Sensor and Deep Security Enterprise)
Method of selection	Selection will be based on least cost method
Availability of RFP documents	04 March 2024 RFP document shall be available on ReBIT's website (URL: https://rebit.org.in/procurement) and CPP Portal (URL: https://eprocure.gov.in/eprocure/app). Bidder shall refer Annexure – P: Instructions to Bidder for Online Bid Submission.
Last date and time for submission of pre-bid queries	11 March 2024 up to 15:00 Hrs Queries should be submitted in the format prescribed in Annexure - E of this RFP and sent to procurement@rebit.org.in
Pre-bid meeting	12 March 2024 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	13 March 2024 through ReBIT's website and CPP portal. (URL: https://rebit.org.in/procurement) and CPP Portal (URL: https://eprocure.gov.in/eprocure/app).
Last date and time for bid submission (on or before)	21 March 2024 up to 15:00 Hrs through CPP Portal (URL: https://eprocure.gov.in/eprocure/app).
Technical Bid opening	22 March 2024 at 16:00 Hrs through CPP Portal (URL: https://eprocure.gov.in/eprocure/app).
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 eighty) days from the last date of submission.
Name and address for communication	Head CPO (Centralised Procurement Office), Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706 Email: procurement@rebit.org.in

Table of Contents

1.	About ReBIT	6
2.	Objectives of the RFP	6
3.	Invitation of Tender Bids	6
4.	Minimum Eligibility Criteria.....	6
5.	Scope of Work	6
5.1.	General Terms of scope of work.....	6
5.2.	Scope of Work.	7
5.3.	Delivery Terms:	7
6.	Bidding Process	7
6.1.	Language of Bid	7
6.2.	Locations to be covered	8
6.3.	Cost of Bidding.....	8
6.4.	Authorisation to Bid.....	8
6.5.	Bid Security / EMD.....	8
6.6.	Period of Validity of Bid	9
6.7.	Pre-Bid Meeting	9
6.8.	Clarifications and Amendment in RFP Documents	10
6.9.	Two Part Bid.....	10
6.9.1.	Part I: Technical Bid	10
6.9.2.	Part II: Price Bid	11
6.10.	Submission of Bids.....	11
6.11.	Modification and Withdrawals of Bid	12
6.12.	Bid Opening and Evaluation Process	12
6.13.	Technical Bid Evaluation	13
6.14.	Price Bid Evaluation	13
6.15.	Rejection of Bid	14
6.16.	Award of Contract.....	14
7.	Payment Terms.....	14
8.	Taxes & Duties	15
9.	Termination	16
10.	Sub-Contracting	17
11.	Liquidated Damages (LD)	17
12.	Confidentiality	17
13.	Responsibility for Completeness	18
14.	Force Majeure	18
15.	Non-Payment of items/activities fees.....	18
16.	No Employer-Employee Relationship.....	18
17.	Ownership.....	19

18. Publicity	19
19. Dispute Resolution.....	19
20. Tender / RFP Cancellation	19
21. Jurisdiction.....	20
Annexure A - Submission Checklist	21
Annexure B - Bid Submission Form	23
Annexure C - Self Declaration Relatives in ReBIT	25
Annexure D - Self Declaration for Prevention, Prohibition and Redressal of Sexual Harassment of Women at Workplace as per Act, 2013.....	26
Annexure E: Bidders Queries Format	27
Annexure F: Bidder's Profile	28
Annexure G: Minimum Eligibility Criteria	29
Annexure H – Commercial Bid	32
Annexure I: Bidder's Experience	36
Annexure J: Escalation Matrix.....	37
Annexure K: Manufacturer's Authorisation Form (MAF).....	38
Annexure N: Bank Guarantee for EMD	39
Annexure O: Confidentiality and Non-Disclosure Agreement Undertaking	41
Annexure P: Instructions for Online Bid Submission	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 and Cyber Security requirement 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 RFP

ReBIT intends to Procure new Trend Micro Apex One with Endpoint Sensor and Deep Security Enterprise Licenses and also renew the same existing licenses from Authorised Resellers of the OEM – Trend Micro.

3. Invitation of Tender Bids

This RFP is an invitation for responses from qualified bidders only. No contractual obligation on behalf of ReBIT whatsoever shall arise from the RFP 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 RFP 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 RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP 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 RFP.

4. Minimum Eligibility Criteria.

Only those Bidders who fulfil the eligibility criteria mentioned at Annexure – G are eligible to respond to this RFP. Document(s) in support of eligibility criteria are required to be submitted along with the Technical Bid. Bids received from the Bidders who do not fulfil any of the eligibility criteria mentioned are liable to be rejected.

5. Scope of Work

5.1. General Terms of scope of work.

The bidder need to supply new licenses and renew the existing licenses as per the specifications prescribed in subsequent section of the RFP document.

ReBIT expressly stipulates that Bidder's selection under this RFP is on the express understanding that this RFP 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 at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

The supplied / renewed licenses shall be of the latest versions and should not be end of life / end of support for the next 5 years.

5.2. Scope of Work.

Supply of Trend Micro licenses as per details mentioned below:

Sr. No.	Product Name	Product Description	License Expiry Date	Qty (Nos)
1	Trend Micro Apex One - On premise	New License Subscription	Co-terminus up to 31 st March 2025	370
2	Trend Micro Apex One Endpoint Sensor	New License Subscription	Co-terminus up to 31 st March 2025	370
3	Trend Micro Apex One - On premise	Renewal of existing license (Subscription)	From Jan 2024 - Co-terminus up to 31 st March 2025	390
4	Trend Micro Apex One Endpoint Sensor	Renewal of existing license (Subscription)	From Jan 2024 - Co-terminus up to 31 st March 2025	390
5	Trend Micro Deep Security Enterprise	New License (Perpetual)	Perpetual License	80
6	Support Cost - Trend Deep Security Enterprise	For new 80 licenses (Subscription)	Co-terminus up to 31 st March 2025	80
7	Support Cost - Trend Deep Security Enterprise	For existing 50 licenses (Subscription)	From Jan 2024 - Co-terminus up to 31 st March 2025	50

5.3. Delivery Terms:

All the licenses shall be delivered and activated within 04 weeks from the date of issuance of PO.

6. 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 Mumbai, if required. Delivery location will be confirmed in at the time of issuance of PO. 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. Authorisation 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

- I. The Bidder should deposit bid security of Rs. 1,18,000/- (Rupees One Lakhs Eighteen 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.
- II. The scanned copy of DD/BG should be submitted along with technical bid and the original DD/BG shall be couriered to the below address so as to reach us on or before the date of opening of technical bid.
Address:
To The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul,
Navi Mumbai, Maharashtra – 400706.
- III. The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder.

- IV. No interest shall be payable by ReBIT in respect of the EMD amount.
- V. The EMD is refundable after signing of the contract for successful bidders.
- VI. 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.
- VII. The unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning the bid security amount.
- VIII. Micro & Small Enterprises (MSE) units are exempted from payment of EMD, 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.
- IX. 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.
- X. The Earnest Money Deposit (EMD) may be forfeited:
 - a) If the successful bidder withdraws / revokes offer or modifies / changes the same.
 - b) 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.
 - c) 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.
 - d) 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 Bid

Bids should remain valid for the period of at least 180 days from the submission date of bid. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. 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. 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 RFP, ReBIT intends to hold a pre-bid meeting on the date & time as indicated in the RFP. Only authorized representative of Bidder(s) (maximum two) will be allowed to attend the Pre-bid meeting.

Any modification of the RFP, 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 RFP document.

ReBIT shall not be obligated to respond to any or all of the queries.

6.8. Clarifications and Amendment in RFP Documents

Queries / clarifications will not be entertained over the phone. Bidders requiring any clarification of the RFP 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 RFP document. Bidders are requested to visit ReBIT's website or check mails for clarifications and other communications.

Any modification of the RFP, 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 RFP 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-I.

Part II: Price Bid.

6.9.1. Part I: Technical Bid

- I. Bids of those bidders which meet the Minimum Eligibility Criteria (**Annexure G**) will be considered for technical evaluation.
- II. 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.

- III. The following original documents are required to be submitted along with the technical bid:
- 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 along with hardcopy of Bid documents shall be couriered to ReBIT Office as per the instructions provided in the RFP.
 - The documents as requested in **Annexure – A** are to be submitted.
 - 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.
 - 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:

- The Price Bid should be submitted as per **Annexure-H** 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 (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to successful bidder should be mentioned in Price Bid.
- 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. Any deviations may lead to disqualification of the bid.
- 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 price for all the deliverables and services specified in this RFP will be considered.
- ReBIT will not pay any Labour charges for transportation, Road Permit, installation of hardware / software / license, items separately. All such costs, if any, should be absorbed in the TCO.
- 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.
- The prices mentioned in **Annexure H** should be CIF ReBIT office, Navi Mumbai.

6.10. Submission of Bids

- Hardcopy of the Original DD/BG for EMD must be submitted physically at the following address on or before scheduled date and time. The CEO, Reserve Bank Information Technology Pvt. Ltd. 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706.
- Interested Bidders are required to submit their bid, accompanying all supporting documents mentioned in RFP documents in the CPP Portal.

- III. ReBIT may, at its discretion, extend the deadline for submission of bids by releasing corrigendum to this tender document.
- IV. 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 RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission.
- V. The Bid / Technical Bid submitted should be complete in all respects and contain all information asked for in this document. The following original documents are required to be submitted along with the technical bid:
 - a) The documents as requested in **Annexure-A** are to be submitted.
 - b) 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.
 - c) 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.
- VI. All bidders are expected to submit quote for all the line items mentioned in the SOW and commercial bid format - Annexure H (A&B). TCO will be calculated as sum of the amount quoted against each line item. Partial quote submitted shall be disqualified.

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 contract.

6.12. Bid Opening and Evaluation Process

- I. Technical bids will be opened as per the date and time mentioned in the schedule of events.
- II. Bids of those bidders which meet the Minimum Eligibility Criteria as per Annexure - G will be considered for further evaluation.
- III. 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.
- IV. 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.
- V. 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/service deliverables, etc. as mentioned in this RFP.

- VI. 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 along with hardcopy of Bid documents shall be couriered to ReBIT Office as per the instructions provided in the RFP.

6.13. 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 other requisite annexures and documents prescribed in RFP.
- III. Initial proposal scrutiny will be held and proposals will be treated as non-responsive and rejected, if proposals are:
 - a) Not submitted in the format specified in this RFP
 - b) Received without letter of authorisation
 - c) Non-compliant with any of the clauses specified in this RFP
 - d) Have lesser than prescribed validity period
 - e) Submitted with incomplete information, subjective, conditional offers and partial offers.
 - f) Submitted without the documents required under this RFP including EMD.

6.14. Price Bid Evaluation

- I. The price bids of MEC & technically qualified Bidders only shall be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
- II. If a Bidder quotes NIL price / consideration, the bid shall be treated as unresponsive and will not be considered.
- III. 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.
- IV. 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.
- V. If the Bidder does not accept the arithmetical corrections made by ReBIT, its proposal will be rejected.

- VI. 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.
- VII. The Bidder with the Lowest Commercial Bid will be selected as successful bidder. However, if the discovered price is not reasonable, ReBIT may at its discretion further proceed through Reverse Auction (RA) process / Spot Bidding, where the current L1 price shall be considered as the ceiling price for the RA, for arriving at the best price / successful bidder.
- VIII. For the purpose of undertaking reverse auction / spot bidding, ReBIT shall hold a meeting on the date & time to be decided post commercial bid evaluation among all the qualified bidders.

6.15. Rejection of Bid

ReBIT reserves the right to accept or reject any Bid in part or in full or to cancel the RFP 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.

6.16. Award of Contract

- I. On completion of evaluation of bids, ReBIT will determine the successful incumbent Bidder and contract will be awarded accordingly.
- II. Contract Tenure for this engagement will be for 1 year accordingly the purchase order shall be released.
- III. However, ReBIT will be under no obligation to accept the most responsive offer or any other offer received in response to this RFP notice 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.
- IV. 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.
- V. 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 RFP.

7. Payment Terms

- I. ReBIT will endeavour to make all payments for the licenses delivered to it, within a period of 45 days from the date of license activation & acceptance of Tax invoice by ReBIT. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).

- II. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from ReBIT.
- III. 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.
- IV. Terms of payment indicated in the Purchase Order 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.
- V. If there are any clauses in the Invoice contrary to the terms of the Purchase Order, 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 Purchase Order will not hold good and the Invoice would be governed by the terms contained in the Purchase Order concluded between ReBIT and the Bidder". Bidder should ensure that the project should not suffer for this reason.
- VI. No advance payment will be released against purchase order.

8. Taxes & 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 RFP 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 RFP 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 RFP and subsequent agreement provided that such invoice is dated after such fees have become due and payable under this RFP 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.

9. 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):
 - a) Delay in delivery / completion of purchase order / services.
 - b) Breaches in the terms and conditions of the Contract / Order.
 - c) Non submission of acceptance of empanelment offer / order within 7 days of order / notification of award.
 - d) Failure of the successful Bidder to accept the contract.
 - e) Non-adhering to regulatory compliance.
 - f) In case of the bidder going insolvent voluntarily or otherwise, getting blacklisted, involvement in fraud, etc.
 - g) Non-satisfactory performance of the selected Bidder during service and operation.
 - h) 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.
 - i) ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority.
 - j) 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.

10. Sub-Contracting

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

11. 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 RFP/Contract / Agreement, ReBIT shall, without prejudice to its other rights and remedies under and in accordance with the RFP/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 2.5% of the total contract value per week of delay, to the maximum of 10% of the total contract / order 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.

12. Confidentiality

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement/Order, 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/Order 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 Bidder shall submit a **Non-Disclosure Agreement** with ReBIT as per prescribed format provided in **Annexure – 0**.

13. Responsibility for Completeness

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.

14. 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, successful bidder and ReBIT shall hold discussion to find a solution. However, notwithstanding the above, the decision of ReBIT would be final and binding on the successful bidder.

15. Non-Payment of items/activities fees

If any of the license/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 license/items/activities fees quoted by the Bidder in the Price Bid against such activity/item.

16. 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 part of the technical bid.

17.Ownership

The RFP 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.

18.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.

19.Dispute Resolution

In the event of any dispute, disagreement or differences between the parties relating to the "Contract / LOI (Letter of Invitation) / Purchase Order 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.

20.Tender / RFP Cancellation

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

21.Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, 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 RFP 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 for Prevention, Prohibition and Redressal of Sexual Harassment of Women at Workplace as per Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure E: Bidders Queries Format	<input type="checkbox"/>	<input type="checkbox"/>	
Demand Draft towards the Earnest Money Deposit	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure F: Bidder's Profile	<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 G: Minimum Eligibility Criteria	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure I: Bidder's experience	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure J: Escalation Matrix	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure K: Manufactures Authorization Form (MAF)	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure O: Confidentiality & Non-Disclosure Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<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.
Annexure H A: Commercial Bid Format (in excel format)	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure H B: Optional Commercial Bid Format (in excel format)	<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 **ReBIT/CPO/2023-24/318/121** dated _____. 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 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

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 - Self Declaration for Prevention, Prohibition and Redressal of Sexual Harassment of Women at Workplace as per 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: RFP- Procurement of New & Renewal of Existing Trend Micro licenses (Apex One with Endpoint Sensor and Deep Security Enterprise.

Further to our proposal, in response to the **RFP-** Procurement of Trend Micro licenses – Additional & Renewal of Existing (Apex One with Endpoint Sensor and Deep Security Enterprise) #ReBIT/CPO/2023-24/318/121 (hereinafter referred to as “**RFP**”) 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

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 F: Bidder's Profile

[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]

Sr No.	Pointers	Details
	Organization's Details	
1	Bidder's Organization Name	
2	Bidder's Legal Name	
3	Bidder's Country of Registration	
4	Bidder's Year of Registration	
5	Bidder's Legal Address in Country of Registration:	
6	Bidder's Authorised Representative/s Information Name: Address: Telephone/Fax numbers/Cell Number: Email Address:	
7	Status of the firm (Company/ Firm/ Proprietary) enclose the supporting documents	
8	Bidder's PAN Card and GST Number	
9	Different office location along with address and contact details	

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 G: Minimum Eligibility Criteria

(On Bidders Organisation's Letterhead)

The Bidder may note that the below criteria is of critical importance and non-adherence of the Bidders proposed solution 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	The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act and must provide the following details: 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. b. GST registration number	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. b. Copy of GST Certificate	
2	Turnover	The bidder should have Minimum Average Annual Turnover of INR.1.80 Cr in last three (3) financial years i.e. 2020-21, 2021-22 & 2022-23.	a. Copy of Audited Balance Sheet with Profit & Loss Statements of in each of last three (3) financial years, i.e. 2020-21, 2021-22 & 2022-23.	
3	Networth	The Bidder should have a positive net worth as on March 31 st in each of the last three (3) financial years, i.e. 2020-21, 2021-22 & 2022-23	b. Certificate from CA must be submitted mentioning Average Annual turnover, positive net worth and positive profit after tax for last three financial years, i.e. 2020-21, 2021-22 & 2022-23.	
4	Profit After Tax	The Bidder should have a positive profit after tax in last three (3) financial years 2020-21, 2021-22 & 2022-23		
5	Manufactures / OEM Authorisation	The Bidder should be OEM or should submit valid MAF - Manufacturer Authorization form that they are authorized Dealer / Distributor / Agents / Partner to supply the quoted OEM products.	MAF to be submitted from OEM in prescribed format as per Annexure - K.	

6	Experience	The bidder should have executed similar projects (supply of Trend Micro Licenses) in last 3 years in BFSI / Govt. / Any Other Sector in India as on 31st March'2023.	<p>A) Bidder to submit documentary evidence such as satisfaction/ credential letter from the client clearly stating the scope of work and project value.</p> <p>OR</p> <p>B) Completion letter from the client indicating the scope of work executed by the Bidder and the project value.</p> <p>OR</p> <p>C) Contract / PO Copy as documentary evidence proving project value</p> <p>The onus of proving the credential via documentary evidence is of the Bidder. In case, the Bidder is unable to provide any of the above, it will be the ReBIT's discretion to evaluate the claim in this regard.</p>	
8	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>	Self-attested declaration has to be submitted on bidder's letter head.	

□ 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.

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 H A – Commercial Bid

The Financial Proposal must be in the format shown below.

(On letterhead of the Bidder)

Total Cost should be calculated in below format.

Sr. No.	Product Name	Product Description	License Expiry Date	Qty (Nos)	Rate (INR-Excl. GST)	Amount (INR-Excl. GST)	GST Rate (%)	GST Amount (INR)	Total Amount (INR-Incl. GST)
1	Trend Micro Apex One - On premise	New License Subscription	Co-terminus up to 31 st March 2025	370					
2	Trend Micro Apex One Endpoint Sensor	New License Subscription	Co-terminus up to 31 st March 2025	370					
3	Trend Micro Apex One - On premise	Renewal of existing license (Subscription)	From Jan 2024 - Co-terminus up to 31 st March 2025	390					
4	Trend Micro Apex One Endpoint Sensor	Renewal of existing license (Subscription)	From Jan 2024 - Co-terminus up to 31 st March 2025	390					
5	Trend Micro Deep Security Enterprise	New License (Perpetual)	Perpetual License	80					
6	Support Cost - Trend Deep Security Enterprise	For new 80 licenses (Subscription)	Co-terminus up to 31 st March 2025	80					
7	Support Cost - Trend Deep Security Enterprise	For existing 50 licenses (Subscription)	From Jan 2024 - Co-terminus up to 31 st March 2025	50					

1. Bidder has to provide the cost in INR. GST Rates are to be provided separately. 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.
2. The start date of these licenses will be from the date of deployment as advised by ReBIT.
3. If bidder fails to submit the price in the above format the bid may be subject to get rejected.
4. License cost will be paid to the successful bidder as per above mentioned cost sheet and payment terms mentioned at section 7 of this RFP.
5. ReBIT reserves the right to alter the requirements / cancel the item requirement(s) at its sole discretion. Further, the Bidders agrees that the price quoted by them would be proportionately adjusted with such additions or deletions of item requirement Authorised Signature.

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 RFP 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.

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 H B – Optional Commercial Bid

The Financial Proposal must be in the format shown below.

(On letterhead of the Bidder)

Sr. No.	Product Name	Product Description	License Expiry Date / Subscription Period	Qty (Nos)	Rate (INR- Excl. GST)	Amount (INR- Excl. GST)	GST Rate (%)
1	Trend Micro Apex One - On premise	New License (Rates shall be valid up to 31 st March 2026)	Subscription Period: 12 Months	1100			
2	Trend Micro Apex One Endpoint Sensor	New License (Rates shall be valid up to 31 st March 2026)	Subscription Period: 12 Months	1100			
3	Trend Micro Deep Security Enterprise	New License (Rates shall be valid up to 31 st March 2026)	Perpetual License	200			
4	Trend Micro Apex One - On premise	New License (Rates shall be valid up to 31 st March 2026)	Subscription Period: 18 Months	400			
5	Trend Micro Apex One Endpoint Sensor	New License (Rates shall be valid up to 31 st March 2026)	Subscription Period: 18 Months	400			
6	Trend Micro Deep Security Enterprise	New License (Rates shall be valid up to 31 st March 2026)	Perpetual License	100			

7	Trend Micro Apex One - On premise	Renewal of existing license	License Validity: From October 2024 to 31 March 2026	1650			
8	Trend Micro Apex One Endpoint Sensor	Renewal of existing license	License Validity: From October 2024 to 31 March 2026	1650			
9	Support Cost - Trend Deep Security Enterprise	Renewal of existing license	License Validity: From October 2024 to 31 March 2026	90			
10	Trend Micro Apex One - On premise	Renewal of existing license	License Validity: From 1st April 2025 to 31 March 2026	760			
11	Trend Micro Apex One Endpoint Sensor	Renewal of existing license	License Validity: From 1st April 2025 to 31 March 2026	760			
12	Support Cost - Trend Deep Security Enterprise	Renewal of existing license	License Validity: From 1st April 2025 to 31 March 2026	130			

1. Bidder has to provide the cost of any other additional software license required as a pre-requisite to run this application. Bidder to provide complete details / specifications of any such optional item quoted.
2. Annexure H B Cost will not be considered for TCO calculation.

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 I: Bidder's Experience

(On letterhead of the Bidder)

Bidder has to share Client References in below format

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

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 J: Escalation Matrix

Bidder is required to share the Escalation Matrix on company's letter head.

Level	Name	Designation	Mobile # and Email Id
L1			
L2			
L3			
L4			
CEO / Head of Organisation			

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 K: Manufacturer's Authorisation Form (MAF)

(To be filled for License / 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 RFP with reference number **RFP: ReBIT/CPO/2023-24/318/121** dated _____.

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

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

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

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

Yours Faithfully,
(Name)

(Signature)

(OEM/Manufacturer Company Stamp/Seal)

Annexure N: Bank Guarantee for EMD

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

Dear Sir, M/s _____ having their registered office at _____ (hereinafter called the “Bidder”) wish to respond to the Request for Proposal (RFP) for Appointment of IT System Integrator, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of (Amount as per the RFP) (Rupees _____ in words Only) as bid security as required to be submitted by the “Bidder” as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. Withdraws its bid during bid validity period Refuses to honour commercial bid. ReBIT reserves the right to place order onto Bidder based on prices quoted by them.
2. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.
3. Any other reason for EMD forfeiture mentioned in the RFP.

We undertake to pay immediately on demand, to ReBIT, the said amount of _____ (Rupees _____ Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by ReBIT which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed _____ (Rupees _____ Only).
2. This Bank guarantee will be valid up to _____ (as per the RFP) ; and a claim period of one month thereafter and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____. In witness whereof the ReBIT, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature
Name
(In Block letters)

Designation (Staff Code No.)

Official address:
(Bank's Common Seal)

Attorney as per power of Attorney No.
Date:

WITNESS:

- 1 (Signature with Name, Designation & Address)
- 2 (Signature with Name, Designation & Address)

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 process and contract engagement for the subject RFP, 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 RFP 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:

Annexure P: Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.