Supply, Implementation and Support Services of Dynamic Application Security Testing (DAST) Enterprise Solution

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REQUEST FOR QUOTATION (RFP)

(March 01, 2024)

RFP: ReBIT/CPO 2023-24/310/113

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/2023-24/310/113
RFP requirement	Supply, Implementation and Support Services for DAST (Dynamic Application Security Testing) Enterprise Solution
Method of selection	Selection will be based on Least Cost System (LCS)
Availability of RFP documents	**01 March 2024** RFQ 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	**March 07, 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	**March 11, 2024, up to 16:00 Hrs** Queries should be submitted in the format prescribed in **Annexure - E** of this RFP and sent to procurement@rebit.org.in 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	**March 13, 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)	**March 21, 2024 up to 16:00 Hrs** through CPP Portal (URL: https://eprocure.gov.in/eprocure/app)
Technical Bid opening	**March 22, 2024 at 17:00 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 and eighty) days from the last date of submission.
Name and address for communication	Head, CPO Procurement COE, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400 706 Email: procurement@rebit.org.in

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1. About ReBIT

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

2. Invitation of Bids

ReBIT is seeking proposals from qualified firms/OEM's/ Authorised partners for Supply, Implementation and Support Services of DAST enterprise solution, which should provide risk-based application security testing approach with highly scalable comprehensive dashboard for technical and management team.

This RFP is an invitation for responses from eligible bidders. 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 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 RFP document. Failure to furnish any information required by the RFQ 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 its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

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

3. Definition of terms

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

  i. **Bidder / Service Provider** – An eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submits the bid and the Earnest Money Deposit.
 ii. **ReBIT / Purchaser** - Reference to "ReBIT", "the ReBIT" and "Purchaser" shall be determined in context of this RFP.
iii. **Proposal / Bid** – the Bidder's written reply or submission in response to this RFP.
 iv. **RFP** – The Request for Proposal (this document) in its entirety, inclusive of any addenda/corrigendum that may be issued by ReBIT.
  v. **Solution/ Services/ Work/ System** – "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the RFP.
 vi. **Change Management** –Any minor changes required in the services such as addition / deletion / alteration of a row / column / field, additional report, menu items will not be considered as part of Change Management and should be supported by the support engineer.

vii. **DAST** - Dynamic Application Security testing - Dynamic Application Security Testing (DAST) is the process of analysing a web application through the front end and APIs to identify various vulnerabilities at runtime through simulated attacks on an application during execution mode. This type of application security testing methodology approach evaluates the application from the "Outside in" by attacking an application as an anomalous user would and does not require access to source code. Dynamic analysis can identify runtime vulnerabilities such as logic weaknesses, server misconfiguration, weak authentication, and other problems likely to be encountered after a user is logged into the application in line with various global application security standards.

DAST solution has long been a must to have solution of enterprise cyber security teams, Quality Assurance/Quality control (QA/QC) teams, secure SDLC Team and application penetration testers. DAST assessments inject real, known attacks into a running application. As the DAST solution performs these attacks, it looks for results that aren't part of the expected result set and identifies security vulnerabilities.

In addition, these tests get data out of the application and validate the results as unexpected, DAST results provide high confidence of exploitable vulnerabilities and clear surfacing of application security risk possibilities once software released into a production environment. DAST is often used alongside other key solution such as Static Application Security Testing (SAST) and Software Composition Analysis (SCA) modules as part of a Shift Left strategy. DAST application Testing earlier interpreted as organizations don't need to reorient their entire development process to a late-stage security gate as they did before. Shifting DAST left helps bring more stability to the development process.

4. Minimum Eligibility Criteria

Only those Bidders who fulfil the eligible criteria mentioned at **Annexure – G** are eligible to respond to this RFQ. 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 and Project Milestone
5.1 General terms of the Scope of Work

The bidder will be expected to provide DAST Tool covering below broad features, for which bidders may please note detail feature list in Annexure Q.

Broad scope of work-

1. **Enterprise Dynamic Application Security Testing (DAST) solution** shall provide risk-based security testing approach in line various industry benchmarks and standards, comprehensive dashboard, should be highly scalable, shall be able to support multiple deployment architectures and can be scaled for multiple users and concurrent scans and reporting. It shall be an action Based technology which simulates User's actions in a browser as opposed to analysing HTTP responses and constructing HTTP requests. It should support integration with any CICD Tools such as Jenkins, Bamboo, AWS Code build, Azure DevOps, GCP CICD, etc. The solution shall be deployed across Primary and Secondary Data Centre in line with accepted multi-tier deployment architecture to support high availability.

2. In addition to above, DAST tool shall provide the below high-level features also –

   - Capable of Web Application API Scanning and Reporting
   - Able to perform Incremental Scanning and Test Optimization
   - Support Action-based Scanning.
   - Ability to detect Vulnerability in Third-Party Component
   - Ability to Support Microservices Security Scanning including - Docker, containers etc.

- Comprehensive Reporting features including capability to provide historical information on last scan done, next scan scheduled, average time to fixing the vulnerability
- Single Pane of glass for overall assessment new, scheduled as well as ad hoc Dashboard
- Provide an overview of the cyber security posture of all applications scanned and vulnerabilities reported along with status, also support integrations with ReBIT/RBI CI/CD pipeline as applicable
- Solution to support HA setup at near and far DR including real time or near real-time data synchronisation
- The solution shall showcase the simulation-based exploit the existing vulnerability and provide proof of concept adequately

5.2   Warranty and Support

Support the solution including future upgrades of all components of the solution, without any exception for a minimum period of 1 year from the date of go live (Extendable for another 3 plus years upon ReBIT's discretion

5.3   Resources

All the resources provided for implementation of the solution should be OEM certified OR have sufficient levels of experience in implementing the solution at various other clients

5.4   Knowledge Transfer (KT)

1. The Successful bidder is expected to define the approach to have knowledge transfer to ReBIT resources on the technical aspects of the solution , however multiple rounds of user and administrative workshop shall be planned and delivered in coordination with ReBIT Cyber Security Team.
2. The KT should include the deployment architecture, software installation and maintenance, adequate integration within CI/CD pipeline, customization, deployment guidelines, troubleshooting reporting and other aspects of the solution (if applicable). The Successful bidder should train ReBIT personnel for independent operation, creation of policies/rules, generation of reports, and analysis of the reports, troubleshooting and familiarization of features, policy configuration etc. post implementation.
3. The Successful bidder should prepare the end-user manuals, FAQs and Admin Manuals.
    The Successful bidder should submit detailed KT plan and provisional agenda along with the Bid

5.5   Testing and Acceptance

A two-week test period will be used by ReBIT to evaluate the selected SSDLC Tool. After the selected SSDLC Tool has been successfully implemented, ReBIT and the Vendor shall agree on the start date of the test period. Acceptance of the SSDLC Tool shall be based on the results of the test period. If during the test period, the SSDLC Tool experiences no failures and functions according to the requirements of the RFP, as determined by ReBIT, the SSDLC Tool shall be considered accepted. After the SSDLC Tool has been accepted, the Vendor may submit an invoice for the Solution.

5.6   Implementation

ReBIT will provide hardware and operating systems to the SI. The SI in consultation with the OEM is expected to suggest if the existing hardware is suitable for the solution prosed with technical justifications and if not, recommend / provide additional hardware to meet the overall requirements of the solution. The SI is expected to co-ordinate all the activities relating to provisioning and implementation of the solution which will include:

1.   The bidder shall be responsible for onsite installation, configuration, Management, documentation, monitoring and commissioning of the entire SSDLC Tool. Any vulnerability identified in the deployed solution should be addressed by the bidder without any additional cost.

2.   Project lead who has prior experience of implementation proposed SSDLC Tool, Implementation team comprising of certified engineers, Assignment of a project lead to coordinate the implementation of the proposed solution and ensure appropriate handover to the SI's operational team within the stipulated SLA.

3.   The proposed solution shall have extensive Reporting, dashboards, and auditing capabilities, also provide adequate artefacts and reports for executive as well as management to meet ops and regulatory compliance requirements.
4.   Provide the details of proposed solution containing complete details of specifications of components of proposed solution.
5.   Visibility and control over SSDLC Tools.
6.   Enabling Processes: Develop processes that are required to support the use of the tool/ technology: Admin Guide, Policy creation, Policy Fine Tuning, management, classification, reporting.
7.   Perform Configuration of solution as per the business requirement, organisation IS policy and security best practices.
8.   Bidder should have a resource having 2-3 years of SSDLC Tool experience to assist routine operations and support continuous improvement of system.

Full documentation of the project is to be included in the deliverables by the successful bidder including HLD , LLD, SOPs and administrative best practices.

5.7   Go-Live

1.   Before the final Go-Live the Successful bidder must complete the implementation/ customization of the application/solution as per the Technical Specifications agreed with the ReBIT.
2.   The Go-Live is an end-to-end responsibility of the Successful bidder who will manage total planning, hand holding support as per the scope of work.
3.   Successful bidder should provide 90 Days of hand holding support post Go-Live or till solution stabilisation.
4.   On satisfactory performance of solution post 90 days from Go-Live, ReBIT will issue Completion Certificate.
5.   The successful bidder shall operate the deployed solution/system for four to twelve weeks (after GO-Live) to fix all the implementation issues without any additional cost to ReBIT.

5.8   Support

The SI will be responsible to provide maintenance and support services for the period of contract. ReBIT will not provide remote access of their infrastructure to fix issues remotely, hence the SI will be expected to send engineer on site at the ReBIT office in Juinagar to fix any technical issues. It will be the responsibility of SI to have back-to-back contract towards OEM support to seek extended support wherever required and ensure all issues are addressed within the stipulated timeline as per SLA defined in the RFP. The SI will also be

responsible to provide and install patches/ updates/ version upgrades of all software including any major or minor releases and fix vulnerabilities identified internally by organisation under their VA/ PT procedure.

The activity should be planned as per the decision from ReBIT and may include weekends and non-business hours. The downtime resulting in such upgrades should not exceed the allowable downtime as mentioned in the RFP.

Bidder should provide support for the solution including future upgrades of all components of the solution, without any exception, for a minimum period of 1 year from the date of go live (Extendable for another 2 years upon ReBIT's discretion).

5.9   Bidders Deliverables / Requirement

- The Successful bidder should Supply, Install, Test, Commission and Integrate the solution with all IT Infra Components necessary, which would be provided by ReBIT.
- Successful bidder is required to engage OEM(s) to provide best practice followed in configuring IT infra components.
- Successful Bidder should ensure that proposed solutions are implemented to achieve HA with Load sharing and redundancy features with real-time/seamless Switchover/Failover capability between devices wherever possible.
- Successful bidder is required to provide detailed documentations i.e., solution, implementation methodology, implementation sequence and project plan with timelines aligned to stated overall project timeline before the implementation and submit the periodic progress reports to ReBIT for and during review.
- Successful bidder is required to provide the following documents, post implementation viz. (as applicable) Operational handbook, Training manuals, ReBIT specific hardening and other configuration which has been made effective, vulnerability closure documents and any integration related documents as a part of acceptance and sign-off by ReBIT.
- The Successful bidder shall deploy the latest IOS/Patches in initial implementation.
- Hardening of the solution and creating relevant device profiles as per ReBIT standards/ requirements and closure of VAPT & Configuration Audit observations.
- The Successful bidder shall ensure that the proposed solution adheres to the best practices laid out by the industry and should adhere to the respective Regulatory guidelines for entire solution including but not limited to database activity management.
- Dedicated Technical Account Manager (TAM) offering during the engagement lifecycle from OEM/s.
- The products/solutions required to be implemented in the RFP may undergo internal/external audits. The bidder is required to support during any such audits and is required to close the audit observations within a mutually agreed timeframe at no additional cost to ReBIT.
- The team of onsite engineers shall serve as a Single Point of Contact (SPOC) for all incidents and service requests at all the sites. The team shall be responsible for software maintenance of the proposed solution including Configuration management, Change and release management, incident management (problem identification, diagnosis, root cause analysis and resolution/ escalation), audit and reporting.
- The Successful bidder is required to depute On-Site teams who shall be responsible for providing on site services support to the proposed solution during the implementation.
- The Successful bidder shall ensure that proposed team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under the scope of services.
- The Successful bidder has to provide background verification certificate before deploying the resources.
- In preparation for this, it shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer, operational hand-holding and handover / takeover of documents and other relevant materials between the outgoing Bidder's team and the ReBIT team members.

- The solution proposed to deliver to ReBIT should not be in the list of end of support or end of life declarations by solution provider / OEM(s).
- The bidder shall furnish teaming agreement with OEM(s) for the above scope of work and submit the same as part of the bid. This teaming agreement should include but not limited to the ownership of the activities, timelines, support and resources associated to the activities.
- The Successful bidder should further provide the deliverables and sign off for each of the deliverables at various stages of customization and implementation.
- Successful bidder should sign a MSA with ReBIT, Successful bidder should have back-to-back support from OEM(s) for all the supplied and implemented components.
- Product support and Licenses effective date shall be from GO-LIVE date.
- ReBIT should have flexibility to log call directly with OEM if required.
- Successful bidder has to provide SLA report periodically to ReBIT management.
- Successful bidder should have call logging portal option available to raise support tickets.
- For above scope of work, Successful bidder shall produce following deliverables in the course of implementation:
  o Review Report on solution and information requirements with recommendations for resolution of gaps

5.10 OEM(s) Deliverables / Requirement

The OEM(s) should be committed to the success of the project by being involved in implementation of the project till its completion. The OEM(s) should be involved in the overall implementation, support, sustenance, etc. for each of the proposed solution by the bidder as per the scope of work defined in RFP. Bidder shall ensure that the product OEM is involved in the implementation of the project till its completion. The following are the tentative expectations with respect to OEM involvement during the contract period, however ReBIT reserves the right to change the scope:

- A letter from the product OEM(s) confirming their involvement / back-to-back support to ensure implementation / configuration / deployment of proposed solution is as per OEM(s)' best practices has to be submitted in the technical bid.
- OEM/s to certify (as applicable) Design / Architecture / Configuration / Implementation of the proposed solution is as per Industry standards.
- The OEM should ensure to provide product which do not have End-of-Support/End-of-Life before 5 years from the date of Acceptance. If, the OEM is unable to provide support for the above period, the OEM should upgrade the component/ sub-component with an alternative that is acceptable to the ReBIT at no additional cost to and without causing any performance degradation and/or project delays. Accordingly, a written undertaking should be submitted by the OEM.
- The proposed solution should provide consistent performance over wired and wireless network post implementation of all security controls.
- The OEM is to provide 3 Year (1+2) - 24x7x365 Support for Software as indicated in Annexure H(a)
- Review of Technical Requirements Specification document, taking into account all quantitative and qualitative aspects related to configuration of the solution from an industry leading practices perspective and in tune with regulatory guidelines.
- The successful bidder should communicate the timelines for the Installation schedule and any other relevant details to the ReBIT as part of its project plan and obtain ReBIT's approval.
- Review of solution to assess the extent to which same will support business requirements and review gaps/ customizations, if any
- Review of information requirements and supporting processes w.r.t completeness and quality
- Review of functional configuration by duly benchmarking against defined scope and business requirements
- Sign off by Successful bidder for Go live of respective component.

- Bidder to ensure that OEM validate, Implementation Plan and do the post implementation audit to validate successful implementation as per OEM's Standard.
- Bidder to ensure that OEM shall support implementation and OEM support for the contract period. OEM to ensure TAC issues are addressed/resolved in agreed timeframe and to take care of service-related issues, SLA and OEM support.
- Bidder to ensure that OEMs shall provide support for their respective solutions during the implementation phase for:
  o Validation of solution implementation
  o Continuous monitoring of implementation.
  o Provide SME support to working teams.
  o Ensure customization (as applicable) is in line with ReBIT's requirements.

5.11 Training Workshops for User Groups

Selected bidder shall provide the training to the ReBIT's personnel as described below:

i.   The training should include the end-to-end walkthrough of the complete solution.

ii. The Bidder shall train ReBIT personnel for independent operation, creation of policies/rules, generation of reports, and analysis of the reports, Troubleshooting and familiarization of features and functionalities, policy configuration, alert monitoring, etc. post implementation.

iii. Successful Bidder should submit detailed KT plans and provisional agenda along with the Bid.

iv. Refresher training and certification preferred from OEM (As Applicable) - Post acceptance test, selected bidder shall conduct more refresher trainings for the ReBIT's Cyber Security team on a yearly basis. The participants of these programs may or may not be same.

5.12 Project Milestones

Project Milestones	Deliverables/ Key Activities	Timeline	Payment
Solution Deployment and Delivery as mentioned in section 5.1, 5.2,5.4 &5.5	• Delivery Equipment (complete with Software, Licenses etc.)	Within 1 Weeks from issuance of PO	• 20% of TCO withing 45 days
Implementation, Testing, Integration, Training & Operationalisation as mentioned in section 5.2, 5.3,5.4,5.5 &5.7	• Implementation of Hardware / Equipment's • Integration Testing of the Solution • Acceptance Testing of the overall solution. • Training & Certification • UAT & Documentation • Successful Implementation & Acceptance	Within 1-2 Weeks.	• 50% of TCO within 45 days after acceptance by ReBIT

Acceptance / Go-live by ReBIT	• Project Completion Certificate	30 Days after Acceptance	• Remaining 30% of TCO within 45 days after acceptance by ReBIT
SI & OEM Support as mentioned in section 5.2, 5.3 and 5.4	• 9 x 5 Support by SI Technician should provide on call support for minor / low severity incidents after	Annually	50% of Support Cost after deduction of SLA penalties (if any)

6. Bidding Process:

6.1 Language of Bid

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

6.2 Locations to be covered

The Delivery of proposed solution is required at ReBIT's Mindspace Building 1, 5th floor office in Juinagar Navi Mumbai. However, ReBIT reserves the right to change locations/add new locations (with mutual agreement if required) as per ReBIT's requirement within India to meet the fully HA solution deployment across DC and DR locations. Cost for travel plan of Bidder's personnel travel from other locations in India and hotel/incidental expenses are to be borne by Successful Bidder.

6.3 Cost of Bidding

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

6.4 Authorization to Bid

The proposal / bid being submitted would be binding on the Bidder. As such, it is necessary that authorized signatory of the firm or organization sign the bid documents. The signatory should be either CEO or authorised by the CEO or the Board of the organization. The Bidder shall provide proof of signature identification for the above purposes as required by ReBIT-
   i. All pages of the bid shall be initialled by the person or persons signing the bid.
   ii. Bid form shall be signed in full & official seal affixed.

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

6.5 Bid Security/ EMD

The Bidder should deposit bid security of ₹60,000/- (Rupees Sixty 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 any Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFP with claim period of one month.

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

To,
The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul,
Navi Mumbai – 400 706

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

The EMD is refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders. The EMD of an unsuccessful Bidder shall be refunded within 30 days after the final decision on the Bids or on expiry of the bid validity period whichever is earlier. The unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning the bid security amount.

Micro & Small Enterprises (MSE) units are exempted from payment of EMD and tender fee provided the products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption. The Earnest Money Deposit (EMD) may be forfeited:

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

6.6   Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the submission date of bid. 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.

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-1.
Part II: Price Bid

6.9.1 Part I: Technical Bid

i. Bids of those bidders which meet the Minimum Eligibility Criteria (**Annexure G**) and must be Compliance to the Technical Sheet (**Annexure – J**) 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:
   a. Scanned copy of the bid security in the form of a demand draft or equivalent Bank Guarantee from scheduled commercial Bank along with the Technical Bid to be submitted online and the original copy of the same to be couriered as per the instructions provided in the RFP.
   b. The documents as requested in **Annexure – A** are to be submitted.
   c. All the Annexures should be submitted on letter head of Bidder's company and duly signed with seal of the company. Self-attested photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.
   d. The Bidder should ensure that all the annexures are submitted as prescribed by the ReBIT. In case it is not in the prescribed format, it is liable to be rejected.

6.9.2 Part II: Price Bid

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

i. The Price Bid should be submitted as per **Annexure – H(a)** and **H(b)** by way of entering the values in the format . This must contain all price information, prices should be exclusive of GST (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.

ii. The Bidders should not offer any conditional offers to the ReBIT while giving the price information. The offer should strictly be in conformity with the items as specified by ReBIT. No additions or deletions to the **Annexure H(a) and H(b)** is allowed. Any deviations may lead to disqualification of the bid.

iii. All the prices quoted shall be in Indian Rupees (₹). The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this RFP will be considered.

iv. The prices mentioned in **Annexure H(a) and H(b)** should be CIF - ReBIT office, Navi Mumbai.

v. ReBIT will not pay any Labour charges for transportation, Road Permit, installation of hardware, if any. All such costs, if any, should be absorbed in the Total Costs.

vi. All out of pocket expenses, travelling, boarding and lodging expenses for the entire project period and subsequent agreement is included in the prices and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc

6.10 Submission of bids

i. The Bidders must submit bid, all documents as per requirement of RFP in the CPP portal.

ii. Original DD/BG for EMD must be submitted physically in sealed cover at the following address on or before scheduled date and time.
   To,
   The CEO, Reserve Bank Information Technology Pvt. Ltd.
   502, Building No 1, Mindspace Juinagar, Nerul,
   Navi Mumbai – 400706

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

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

6.11 Modification and Withdrawals of Bid

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

6.12 Bid opening and Evaluation Process

The objective of the evaluation process is to evaluate the bids received to select the best fit solution at a competitive price based on technical and commercial parameters. The evaluation will be undertaken by a committee formed for the purpose by ReBIT in the following manner:

i. ReBIT will follow a three-step evaluation and selection process.

ii. First, minimum eligible criteria (MEC) will be checked and bids of those bidders which meet MEC will be considered for technical evaluation.

iii. The price bids of only technically qualified Bidders (3ʳᵈ step) shall be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.

iv. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the Bidder does not comply or respond by the date, their bid will be liable to be rejected.

v. ReBIT may, at its discretion, waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever necessary, observations on such minor issues (as mentioned above) ReBIT may conveyed to the Bidder, asking them to respond by a specified date also mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected.

vi. The Bidder at no point of time can excuse themselves from any claims by ReBIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation, etc. as mentioned in this RFP.

vii. The selection of successful Bidder will be based on **Lowest Commercial Bid** offered by eligible technically qualified bidder.

The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.

6.12.1 Technical Bid Evaluation

i. Bids of those bidders who meet the minimum eligibility criteria as per **Annexure G and Compliance to Annexure -J** will be considered for technical evaluation.

ii. The technical bids will be opened by ReBIT online as per the bid opening date and time specified in the RFP.

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

iv. Eligible technical proposals shall be evaluated by ReBIT according to the technical evaluation process defined in this RFP. ReBIT may, at its discretion, seek clarifications or ask the Bidder to make technical presentations on any aspect.

v. The evaluation will be undertaken by a committee formed for the purpose by ReBIT which consists of senior ReBIT officials and may also consist of external experts. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.

vi. ReBIT at its discretion may reject the proposal of the Bidder without assigning any reason whatsoever, if in ReBIT's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the ReBIT.

vii. The following criteria shall be used for evaluation of technical proposals

Technical Evaluation Scoring Matrix

Evaluation category	Evaluation criteria	Scoring Logic	Criteria weightage
Bidder Experience	1. RFP scoped Relevant Experience in number of years for providing similar Solution / Tool to the clientele as per Annexure H(a).	3-4 Years – 5 Marks 5-6 Years - 10 Marks >6 Years –15 Marks	15

	2.Experience in implementing similar enterprise Solution setup / Tool to the clientele.	2-3 – 5 Marks >4 - 10 Marks	15
Implementation and Support Approach	Understanding of Scope / Methodologies for successful implementation of the project as per the industry best practices.	1. **Planning and Implementation Methodology: 5 Marks** ✓ Approach / Plan / Deliverables / Timeline ✓ Configuration Design & Validation ✓ Customisation and Integration Effectiveness in the ReBIT environment ✓ VAPT/ CSRA/VACA/UAT / Go-live Deliverables 2. **Operations & Training: 5 Marks** ✓ Approach / Plan / Deliverables ✓ Training schedule and quality trainer & Contents 3. **OEM Validations and Report Submission: 5 Marks** ✓ Design & Implementation Validation in line with best practices proposed by OEM and Industry global standards ✓ Assurance on SI Performance & Operational Support 4. **SI Capability: 5 Marks** ✓ Team Profile & Technical Capability ✓ SI-OEM Association (Duration & Partnership level) ✓ Assurance on Performance & Operational Support ✓ Experience on similar setup and support	40
Resource Profile	No. of OEM Certified Engineers / Resources OR	1-2 Personnel – 15Marks	20

	having sufficient levels of experience in implementing the similar tool / solution (Copy of relevant certificate / self-declaration to be submitted)	3-5 Personnel – 20 Marks >5 Personnel – 25 Marks	
Active Clients	No. Of Active Clients with Similar Solution/ Tool (Copy of PO & Agreement to be submitted)	1-3 - 5 marks >3 -10 marks	10
Total Score			100

6.12.2 Price Bid Evaluation

i. The Price bids of only bidders who scores **at least 60 marks** in technical evaluation 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 Contract" in Annexure-H(a) analysing the cost provided in Annexure-H(a).**

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 most economically suitable quote will be considered as successful bid, however, ReBIT reserves the right to take a final view on this

6.13 Award of contract

On completion of evaluation of bids, ReBIT will determine the successful Bidder and contract will be awarded accordingly.

However, ReBIT shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender 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.

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

Prior to the expiration of the period of bid validity, the successful Bidder shall be notified in writing by letter or by email. Within 15 days of receipt of the notification of award, the successful Bidder shall execute a contract with ReBIT in accordance with the terms and conditions of this RFP. For execution of contract agreement promptly after the successful Bidder is notified, the Bidder will be sent the contract incorporating all agreements between the parties. The supplier should acknowledge and unconditionally accept, sign, mention the date and return the contract within 5 days from the date of issue of contract.

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

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

7. Conflict of interest

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

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

(i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or

(ii) If a consultant is owned by a contractor or a manufacturing firm for the projects(s) under assignment. The consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next three years (subject to adjustment by ReBIT in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

(iii) If there is a conflict among consulting assignments, the consultant (including its personnel) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

8. Performance Bank Guarantee

The successful Bidder shall provide a Performance Bank Guarantee for **10% of the Total Cost of Contract** as arrived at **Annexure H(a)** for a period of 1 year from date of Award of Contract within 15 days from the date of notification of award in the format as provided in **Annexure M** with a claim period minimum of 3 months and such other extended period as ReBIT may decide based on performance of the Bidder and project obligations. The PBG should be provided from any scheduled Commercial Bank only.

If the Performance bank guarantee is not submitted within the stipulated time, ReBIT reserves the right to cancel the order / contract and the earnest money deposit shall be forfeited from the successful Bidder.

ReBIT reserves the right to cancel the order and/or initiate the process for invocation of Performance Bank Guarantee (PBG) in the event of one or more of the following circumstances:

- Breach by the tenderers of any of the terms and conditions of the RFP.
- If the bidder goes into liquidation voluntarily or otherwise.
- Exceptionally long delay in supply / execution of the project, without any satisfactory reason.
- Failure of the successful Bidder to agree with the terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award, in which event, ReBIT reserves the right to invoke the Performance Bank Guarantee.

For reasons as specified above, ReBIT shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder.

In case of any Contract violations penalties have to deducted from the invoices payments. Otherwise the penalty amount will be adjusted from PBGs.

ReBIT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful Bidder should be included in the pending bills / remaining amount of the contract value.

All incidental charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

If the project implementation / go-live is delayed, the Performance Bank Guarantee shall be extended by the Bidder for such additional duration.

The Performance Bank Guarantee may be discharged / returned by ReBIT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. No interest shall be payable on the Performance Bank Guarantee.

9. Rejection of Bid

ReBIT reserves the right to accept or reject any Bid in part or in full or to cancel the 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 etc in the past or having poor performance record.

10. Payment Terms and Milestone

ReBIT will endeavour to make all payments for the solutions / licenses delivered to it, based on completed milestones mentioned at 5.12, within a period of 45 days from the date of acceptance of invoice by ReBIT.

Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).

Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from ReBIT

Any objection/ dispute to the amounts invoiced in the bill shall be raised by REBIT within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any invoice(s).

Any objection/ dispute to the amounts invoiced in the bill shall be raised by ReBIT within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), ReBIT will make payment within forty-five (45) working days of the settlement of such disputes.

Terms of payment indicated in the Contract that will be issued by ReBIT to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the ReBIT on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good and the Invoice would be governed by the terms

contained in the Contract concluded between ReBIT and the Bidder". Bidder should ensure that the project should not suffer for this reason.

11. Taxes and Duties

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

The amount payable by ReBIT to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), transportation, installation, that may be levied, imposed, charged or incurred and REBIT shall pay the due under this 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.

12. Termination

i. ReBIT reserve the right to terminate the contract in case of any the following (but not limiting to):

- Deficiency in the Product / Solution / Service in terms of, uptime (basis the SLA reports), reporting, enhancements (updates and Upgrades are not received as per the frequency defined in Technical Specification sheet, escalations are required to be done frequently, etc.
- Breach of terms & conditions in NDA, leakage of ReBIT's Intellectual Property due to misconfiguration, wrong configuration, no-action or limited action on available threat Intelligence or threat advisories.
- Deletion, modification, tampering of ReBIT's logs.
- Non-adhering to regulatory compliance for ReBIT data.
- Leakage of any confidential information.
- In case of the bidder going insolvent, getting blacklisted, involvement in fraud, etc.

ii. ReBIT reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by ReBIT if the progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory for any reason. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ReBIT may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will survive even where, for any reason, the contract is cancelled. ReBIT reserves the right to recover any dues payable to the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under the contract or any other contract/order.

iii. On termination of the project/Contract, the Bidder commits to provide all necessary support in transitioning the project to new incumbent identified by ReBIT, handover all documentations, provide team support during the handover period and ensure a seamless and smooth transition.

iv. ReBIT reserves its right to cancel the Purchase Order / Contract at any time by assigning appropriate reasons and recover expenditure incurred by ReBIT in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

a. Delay in commencement of the project beyond one week after the assignment order or beyond the date given by ReBIT in the purchase order.
b. Delay in completion of Acquired Services.
c. Serious discrepancies noted in the inspection.
d. Breaches in the terms and conditions of the Order.

v. ReBIT reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by ReBIT on the following circumstances:

a. Non submission of acceptance of order within 7 days of order / notification of award.
b. Failure of the successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 15 days from notification of award.
c. Delay in delivery beyond the specified period.
d. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
e. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
f. Excessive delay in execution of order placed by ReBIT.
g. The selected Bidder commits a breach of any of the terms and conditions of the bid.
h. The Bidder goes into liquidation voluntarily or otherwise.
i. The services provided by the selected Bidder is found to be unsatisfactory. Non-satisfactory performance of the selected Bidder during implementation and operation. The progress regarding the execution of the order accepted by the selected Bidder is found to be unsatisfactory or delay in execution of the contract, ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good

the additional expenditure, which ReBIT may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

j. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

k. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. ReBIT reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected Bidder.

l. Selected Bidder is found to be indulging in frauds.

m. ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority.

n. In the event of subcontract or assignment contrary to the terms of agreement.

vi. ReBIT shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services.

vii. 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.

viii. In addition to the cancellation of purchase order / Contract, ReBIT reserves its right to invoke the Performance Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

ix. In addition to the cancellation of contract, ReBIT reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. ReBIT reserves right to exit at any time after giving notice period of one month during the contract period.

x. If the Termination is on account of failure of the Bidder to perform the obligations under this RFP contract, ReBIT shall have the right to invoke the Performance Bank Guarantee(s) given by the selected Bidder.

13. 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.

14. Service Level Agreement (SLA) & Penalties

ReBIT intends to enter into a Service Level Agreement (SLA) with the successful Bidder in order to provide complete utility of the service that could be provided to ReBIT under this RFP. The SLA shall be included in the contract agreement as mentioned in the document and identifies the expectations of ReBIT and defines the Scope and Boundaries for the successful Bidder to provide maximum "Business Utility".

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to ReBIT for the duration of this contract period of the Project.

This SLA provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned in the RFP.

The Bidder should provide SLA monitoring tool/system or adhere to SLA reports generated by ReBIT manually or using their internal ticketing tool which will be used for monitoring SLA based on the SLA defined.

The Bidder has to facilitate all the reports pertaining to SLA Review process. All the reports must be made available to ReBIT, as and when the report is generated or as and when asked by ReBIT.

Timelines specified at Project Milestones shall form the Service Levels for delivery of Services specified there-in.

The maximum limit on the penalties including liquidated damages during the period of contract shall be 10% of the total contract value.

1. Definitions

For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

1. Service Levels are calculated based on the "Business Utility" of the solution, which is described as the ratio of "System Available for Actual Business Hours" to the "Scheduled System Availability for Business".

$$BU\ (\%) = \frac{S_{BOH} - S_{BDT}}{S_{BOH}} \times 100$$

Where BU = Business Utility, S_{BOH} = Scheduled Business Operation Hours, S_{BDT} = Business Downtime

2. The "Scheduled Business Operation Hours" for a given time frame are calculated after deducting the planned downtime which can be taken on the system only with prior notice to REBIT and with mutual consent of REBIT and the Bidder.

3. "Business Downtime" is the actual duration for which the system was not able to service ReBIT or the Clients of ReBIT, due to System or Infrastructure failure as defined by ReBIT and agreed by the Bidder. The "Business Downtime" would be calculated on daily basis and for all performance appraisals, the daily downtime would form part of core measurement for assessment/ escalation/ penalty, etc."

4. The "Working Hours" would be from 9:30 AM to 6:30 PM from Monday to Friday. Further, ReBIT expects the Bidder to recognize the fact that ReBIT might work in extended hours to provide the expected customer service as well as for statutory reporting.

5. "Business Operation Hours" shall be "One Hour" prior to the start of "Working Hours" and would end "One Hour" after "Working Hours". "Business Operation Hours" for Data Centre and Disaster Recovery Centre would be same.

Any issue could be classified under the following four categories:

Level 1: The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of Solution services to ReBIT. It is expected that the Bidder provides an immediate solution/ work around for "Show Stopper" issues so that ReBIT can continue to function normally and then register the issue on priority by conducting a "Root Cause Analysis".

Level 2: The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the ReBIT, Regulated entity offices and external institutions having an access.

Level 3: The identified issue has normal impact on the Business and needs to be addressed at the earliest. This level would typically correspond to issues which result into disruption of one or more services to one or more but not all ReBIT, Regulated entity offices and external institutions having an access.

Level 4: The identified issue has almost no impact in terms of Business. However, issue needs the attention of the Bidder and shall be fixed on lesser priority.

14.2 Service level Requirements

The Bidder is expected to take care of the systems by covering them under the contract period which in line with the OEM back to back support to meet the SLA commitments as below -

Sr. No.	Criticality	Response Time (Acknowledgement of the problem)	Time to Recovery (TTR) / Resolution Time
1	Level 1	30 Mins	8 Hours
2	Level 2	1 Hour	1 Working Day
3	Level 3	2 Hours	2 Working Day
4	Level 4	4 Hours	4 Working Days

TTR shall be computed as total downtime per month. The TTR values given in the above table, therefore, define the maximum acceptable downtime in the specified time and conditions. A failure that does not result into a level 1 or level 2 incident considered as level 3 and level 4, is still required to be resolved by the Bidder in the duration as mentioned in the above table.
Service Degradation is a scenario where the service quality degrades for a continual period by more than 20% of expectation at any point (measured in terms of response time).
The vendor should adhere to SLA as per the OEM Service Support Policy listed on their website.

15. Penalties

Business Utility and Business Downtime would be the key considerations for determining the "Penalties" that would be levied on the Bidder for "Non-Adherence" to the SLA for the Services offered.

The inability of the Bidder to provide the requirements as per the scope or to meet the deadlines as specified would be treated as breach of contract and invoke the Penalty Clause. The maximum limit on the penalties during the period of contract shall be 10% of the total contract value.
The applicable "Penalties" would be the same irrespective of the root causes.

Criticality →	
Elapsed Time of unavailability for end users	Penalties in (INR)
Up to 8 hours	NIL
Up to 24 hrs	1.5% of the total support cost of a year
Greater than 24 hours	3% of the total support cost of a year

The Pay-outs shall be on a quarterly basis and penalty shall be deducted from the next quarterly pay-out (support cost).

16. 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% of the total contract value per week of delay, to the maximum of 10% of the total contract value as per the agreement between the ReBIT and the successful Bidder.
  ii. ReBIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ReBIT to the company.
  iii. Part of month will be treated as a month for this purpose.
  iv. However, ReBIT may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
  v.   ReBIT will deduct the amount of liquidated damages from the payment due of the same project

from the Successful Bidder or invoke the Bank Guarantee. ReBIT may also withhold the amount to be recovered from the payment due from other projects held by the same Bidder.

vi. Any such recovery or liquidated damages shall not in any way relieve the successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

vii. ReBIT reserves the right to condone the delay, if it is not attributable to the successful Bidder.

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

17. Adherence of Cyber Security Policy

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

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

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

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

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

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

Vendor risk assessment will be carried out for the selected partner as detailed in Section 24 below..

Appropriate management and assurance on security risks in outsourced and partner arrangements shall be ensured.

18. Confidentiality

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

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

ii. To only make copies as specifically authorized by the prior written consent of ReBIT and with the same confidential or proprietary notices as may be printed or displayed on the original.

iii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

iv. To treat all Information as Confidential Information.

v. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with ReBIT as per prescribed format provided in Annexure O within 15 days of issuing the purchase order/notification of award.

19. Limitation of liability

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect. Special, punitive, exemplary, speculative or consequential damages, including, but not limited to any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability, of selected Bidder (vendor) and purchaser (ReBIT) shall be, regardless of the form of claim, restricted to the total of bill of material received by vendor from ReBIT for the event that gave rise to such liability, as of the date such liability arose, during contract period.

20. Indemnification

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

within reasonable limits to rid the claim.

ix. Once the components delivered at ReBIT premises, The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, ReBIT has the right to cancel the order and the Bidder will have to refund the total amount received from ReBIT along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.

x. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

    a. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

    b. If a third party's claim endangers or disrupts ReBIT's use of the Deliverables, Bidder shall at no further expense, charge, fee or cost to ReBIT, obtain a license so that ReBIT may continue use of the Deliverables in accordance with the terms of this RFP.

    c. Bidder shall indemnify and keep fully and effectively indemnified ReBIT from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

21. Responsibility for Completeness

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

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

22. Vendor Security Risk Assessment

i. General Security Requirements

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

ii. Security for Support & Maintenance

- Vendor should follow all the process defined by ReBIT like Incident, Change, Release and Patch Management.
- Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to this project should be disclosed.
- All user and technical access will be granted as per the Role Matrix approved by ReBIT. All

access will be reviewed as per defined frequency and during control points e.g. when a team-members leave team or organization.
- The security requirements for vendors mentioned in these sections will be evaluated during the Vendor Security Risk Assessment. This assessment will be conducted on periodic basis.

23. Force Majeure

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

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

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

24. Vicarious Liability

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

25. Non-Payment of items/activities fees

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

26. Assignment

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

27. Non-Solicitation

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

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

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

28. 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.

29. 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.

30. Tender/RFP Cancellation

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

31. 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.

32. Dispute Resolution

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

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

33. 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)
Index of all the documents, letters, signed RFP etc. submitted in response to this document along with page numbers.	☐	☐
Annexure B: Proposal Submission Covering Letter	☐	☐
Annexure C: Self Declaration of Relatives in ReBIT	☐	☐
Annexure D: Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	☐	☐
Annexure E: Bidders Query Format	☐	☐
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.	☐	☐
Demand Draft / Bank Gurantee towards the Earnest Money Deposit.	☐	☐
Annexure F: Bidder's Details on Bidder's letter head	☐	☐
Annexure G: Specific response with supporting documents in respect of Minimum Eligibility Criteria	☐	☐
Annexure I: Specific response with supporting documents in respect of Bidder's Experience with the submission of relevant PO's	☐	☐
Annexure J: Technical Compliance (Compliance shall be provided to the items outlined BOM)	☐	☐
Annexure K: Manufacturer's Authorisation Form	☐	☐
Annexure L: Proposed Team Profile	☐	☐
Annexure O: Confidentiality & Non-Disclosure Agreement	☐	☐
Annexure Q: Escalation Matrix	☐	☐
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	☐	☐

Items	Submitted (Bidder)	Verified (REBIT)
terms and conditions set out therein. The proposal should be prepared in English in MS Word / PDF format.		

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)
Annexure H(a) & H(b): Commercial Bid Format (in excel format and .pdf format) Note: 1. No portion of the commercial bid shall be mentioned/indicated in any form in the technical submission. 2. Rate for every line item has to be filled. Bidder need to mention "Rate included" in line items wherever they feel so. The same will then be referred during the invoicing. 3. No deviation from mentioned specification is allowed. 4. No alteration in the mentioned specification is allowed.	☐	☐

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 **Supply,, Implementation and Support Servies of DAST (Dynamic Application Security Testing) Solution** in accordance with your Request for Proposal **ReBIT/CPO/2023-24/310/113 dated __/__/2024** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal.

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

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

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

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

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the 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

Annexure D: Self Declaration for Prevention, Prohibition and Redressal 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: Request for Proposal ref. no. ReBIT/2023-24/CPO/310/113.

Further to our proposal, in response to the Request for with reference number RFP (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:

2. Full compliance with the provisions of the "the Prevention, Prohibition and Redressal sexual harassment of women at workplace as per 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.
3. 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.
4. 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.
5. The Bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
6. The Bidder shall provide a complete and updated list of its employees who are deployed within the ReBIT's premises.

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure E: Bidders Queries Format

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

#	Clause no.	Page no.	Clause	Query	ReBIT Response

Annexure F: Bidder's Details

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]
Date: [insert date (as day, month and year) of Proposal Submission]

1. Bidder's Legal Name	*[insert Bidder's legal name]*
2. Bidder's Country of Registration:	*[insert Country of registration]*
3. Bidder's Year of Registration*:*	*[insert Bidder's year of registration]*
4.Bidder's Legal Address in Country of Registration:	*[insert Bidder's legal address in country of registration]*
5. Bidder's Authorised Representative Information Name: Designation: Address: Telephone/Fax numbers: Email Address:	
6. Attached are certified copies of original documents of firm/ company named in 1: o Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney	
7. Details for EMD Refund a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name and Signature of authorised signatory and Seal of Company

Annexure G: Minimum Eligibility Criteria

n

(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 1 crores in last three (3) out of five (5) financial years i.e. 2018-19, 2019-20, 2020-21 and 2021-22, 2022-23.	a. Copy of Audited Balance Sheet with Profit & Loss Statements of last three financial years i.e, 2018-19, 2019-20, 2020-21 and 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, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.	
3	Networth	The Bidder should have a positive net worth as on March 31st in each of the last three (3) out five (5) financial years, i.e. , 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23		
4	Profit After Tax	The Bidder should have a positive profit after tax in last three (3) out five (5) financial years, i.e. 2018-19, 2019-20, 2020-21 ,2021-22 and 2022-23..		
5	Manufactures / OEM Authorisation	The Bidder should be Authorized Partner of the OEM (Original Equipment Manufacturer).	Manufacturers Authorization letter from OEM in favour of Bidder must be enclosed as per Annexure K / Self-declaration required on letter head in case of OEM participation.	
6	Experience	1. Bidder should have minimum 3 years of experience in implementing similar solution. 2. The bidder should have executed at least 2 similar	Bidder should submit PO or contract document.	

		projects with prescribed architecture (supply, installation, testing and configuration of DAST solution in last 3 years in Any Sector in India.		
7	Resource availability	Bidder should have minimum two(2) resources on its pay roll which are OEM certified OR having sufficient levels of experience in implementing the proposed solution	Bidder should submit the copy of relevant certificates. OR Self declaration by bidder on company's letter head to be submitted signed by authorised signatory.	
8	Legal Liability	a. The Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad. 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).	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:
3. All the experience details shall be provided in the format provided at Annexure I.
The Bidder should submit relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the bidder shall be liable to be disqualified without any notice and the bids of the bidder may not be processed further. Any additional / irrelevant document enclosed with the bid, may lead to disqualification.

Authorized Signature

Annexure H(a): Commercial Bid Format

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

(On letterhead of the Bidder)
Total Cost of the Contract should be calculated in below format.

1. Total cost shall be calculated for 1 year for RFP- Supply, Implementation and Support Services of DAST enterprise solution
2. Cost breakdown to be provided in below format to calculate Total Cost Ownership.
3. Any additional licenses will be procured with the same unit cost for a period 1 year from date of PO issuance.

Annexure H (a) – Total Cost for Supply, Implement DAST tool

Sr No.	Details	Year 1			
		Quantity	Unit Cost	Total Cost	GST%
1	Enterprise DAST (Dynamic Application Security Testing) Solution Licenses	2			
2	Solution Installation / Implementation of full set of features accordance with ReBIT requirements supporting integrations and customizations Cost (Including Training Cost) – Onetime Cost				
3	Support Cost for software (Cost includes 9x5 On-call / Onsite Support by SI / OEM) for 1 year				
TCO (Total Cost Excluding GST)					
TCO (Total Cost Inclusive GST)					

1. Vendor has to provide the license cost in INR. GST Rates are to be provided separately. Subscription License Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
2. In case, if there is a tie in commercial bid value, highest technical evaluation score bidder price will be considered.
3. Renewal from second year onwards will be considered based on successful implementation of the solution without any pending issues.
4. Cost for license will be paid to the successful bidder on yearly basis as per above mentioned cost sheet.
5. Cost towards Support will be paid to the successful bidder on quarterly basis as per above mentioned cost sheet.

Note:
Total Cost of Ownership in Figures & Words (inclusive of Taxes)

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.

Authorised Signature.

Note: If bidder fails to submit the price in the above format, the bid may be rejected.

Annexure H(b): Optional cost for 2nd and 3rd Year

Cost for Year 2 and Year 3 will not be accounted for calculation of TCO and will be referred only in case of extension.

Sr No.	Details	Year 2			Year 3		
		Unit Cost	Total Cost	GST %	Unit Cost	Total Cost	GST %
1	Enterprise DAST (Dynamic Application Security Testing) Solution Licenses						
2	Support Cost for Software (Cost includes 9x5 On-call as well as Onsite Support by SI / OEM)	■			■		

Annexure I: Bidder's Experience

(On letterhead of the Bidder)

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

Signature of Bidder
Date

Place

Annexure J: Technical Compliance Sheet

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.

Sr. No.	Standard Classification Solution Functionality	Comments	Bidder Response-Yes/No
1.	The solution to provide support for OWASP Top 10 assessment and reporting compliance templates including various global Application Security Standards SANS, PCI DSS	Must have	
2.	Ability to provide adequate management and technical reports along with proof of concept for identified vulnerability	Must have	
3.	The solution should provide detailed Technical Analysis of Vulnerability (including attack type, cause and exploitability classification)	Must have	
4.	Should Support Microservices - Docker, containers Scan	Must have	
5.	Reporting features should have capability to provide information on last scan done, next scan scheduled, average time to fix	Must have	
6.	Dashboard should provide an overview of the security status of all applications and vulnerabilities reported along with status	Must have	
7.	Should be able to integrate with DevSecOps	Must have	
8.	Ability to see Common Weakness Enumerator (CWE) information for individual vulnerabilities	Must have	
9.	The solution should provide remediation assistance for security vulnerabilities across the application stack and components	Must have	
10.	Provide an overview of the cyber security posture of all applications scanned and vulnerabilities reported along with status, also support integrations with ReBIT/RBI CI/CD pipeline as applicable	Must have	
1.	The Solution to support HA setup at near and far DR including real time or near real-time data synchronisation	Must have	
	The solution shall showcase the simulation-based exploit the existing vulnerability and provide proof of concept adequately	Must have	
2.	The solution should provide Links to Exploits and Advisories	Good to have	

3.	The solution should provide alerts for New Vulnerabilities	Good to have	
4.	The solution should continuously be patched for new license/security issues and frequently updated for features	Good to have	
5.	The solution should provide centralized policy management feature to create policies for an individual project or organization wide	Good to have	
6.	Ability to see policy violations in the form of alerts on enterprise dashboard along with guiding details	Good to have	
7.	Ability to fail a build based on policy violation in line with defined application security policy framework	Good to have	
8.	Ability to alert on vulnerabilities quickly after day of disclosure, minimizing the time window open to hackers	Good to have	
9.	High data quality, with component versions correctly mapped to vulnerabilities, to ensure true vulnerabilities are being addressed without being distracted by false vulnerabilities.	Good to have	

Annexure K: Manufacturer's Authorisation Form (MAF)

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

To,

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

Dear Sir,
We _____ who are established and reputed manufacturer / developer of _____ having organization at_____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFP with reference number **RFP: ReBIT/CPO/2023-24/310/113** 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 L: Proposed Team Profile

Sr No	Name of Proposed Project Team /Proposed members	Proposed Manager/ Team leaders	Professional qualifications	Certifications / Accreditations	No. of Years of Experience	Number of similar assignments executed In Public Sector Unit/ Public Sector ReBITs/ Large Government Department

Documentary proofs are to be enclosed to substantiate the claims made.

Place:

Date:

Seal and signature of the Bidder

Annexure M: Performance Bank Guarantee

Strictly Private and Confidential

To,

Chief Executive Officer,

Reserve Bank Information Technology Pvt Ltd (ReBIT),

502, Building No. 1 , Mindspace Juinagar, Nerul,

Navi Mumbai - 400706

Dear Sir,

PERFORMANCE BANK GUARANTEE – Request for Proposal for Proposal for Supply and Implementation of DAST Tool with reference number RFP: ReBIT/CPO/2023-24/_____ dated _____.
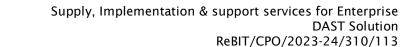
WHEREAS

M/s. (Name of the Bidder), a company registered under the Companies Act, 1956, having its registeredand corporate office at (Registered Address of Bidder), (hereinafter referred to as "our constituent", whichexpression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated_____ (Hereinafter, referred to as "the said Agreement") with you (ReBIT) for **(Name of Work/service)** as detailed in the scope given in the RFP document, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (…), Section (…), Chapter (…) of the said RFP and subsequent, Agreement dated_____, our constituent is required to furnish a Bank Guarantee for an amount Rs_____ /- (Rupees in words), as per the said RFP and Agreement terms, as security against breach/default of the said RFP and Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, <Please mention Bank Name & Address>, have agreed to issue this Performance Bank Guarantee.

Therefore, we <Please mention Bank Name & Address>, hereby unconditionally and irrevocably guarantee you as under:

1. In the event of our constituent committing any breach/default of the said RFP and Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs_____ /- (Rupees in words), without any demur.

2. Notwithstanding anything to the contrary, as contained in the said RFP and Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-saidand the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

3. This Performance Bank Guarantee shall continue and hold good for ninety (90) days after the completion of the contract period i.e dated_____, subject to the terms and conditions in the said RFP and Agreement.

4. We bind ourselves to pay the above said amount at any point of time commencing from the dateof the said Agreement until ninety (90) days after the completion of the contract period for the TotalServices (Name of work/service) as per said RFP terms and Agreement.

5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount underthis guarantee and we have an obligation to honor the same without demur.

6. In order to give full effect to the guarantee contained herein, we, <Please mention Bank Name

& Address>, agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

7. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall bedeemed to have been given to us after the expiry of 48 hours when the same has been posted.

9. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (ReBIT).

10. This Performance Bank Guarantee shall not be affected by any change in the constitution of ourconstituent, nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up but will ensure to the benefit of you and be available to and be enforceable by you.

11. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs_____ /- (Rupees in words), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of the claim period of guarantee.

12. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are therecipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

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

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs_____ /- (Rupees in words);

- This Performance Bank Guarantee shall be valid only up to_____ (date), i.e., thirty (30) days after completion of the contract period); and

- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before dated, i.e. ninety (90) days after completion of the contract period).

- This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated …………………….. this ……….. day …………… 2024.

Yours faithfully,

For and on behalf of the .... Bank,

(Signature)

Designation

(Address of the Bank)

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

Annexure N: Bank Guarantee for EMD

To,

The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 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 Supply and Implementation of DAST tool, 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 ReBIT/ CPO/2023-24/310/113, 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 Q: Escalation Matrix

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

Level	Name	Designation	Mobile# & Email-ID
L1			
L2			
L3			
L4			
CEO/Head of Organisation			

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.