



Supply, Implementation and Support Services of SolarWinds Network Monitoring Tool

REQUEST FOR QUOTATION (RFQ)

(February 06, 2025)

RFQ: ReBIT/CPO/2024-25/514/174

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

Disclaimers and Disclosures

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The proposal in response to RFQ 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 RFQ is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFQ is only a document that invites interested parties to, on a non-exclusive basis, express an interest with no obligation, commitment or liability of any manner devolving on ReBIT, either on account of the issue of this RFQ to the interested parties, or upon receipt of any response from the interested parties thereto, or any meetings or presentations made. All expenses incurred by the interested parties as a result of responding to, or further to this RFQ, are to their own account and ReBIT will not be liable in this respect whatsoever. No reimbursement of cost of any type will be paid to persons or entities proposing a solution.

Please note that any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFQ issued by ReBIT is not authorized. Any clarification sought can be mailed to email address specified in the RFQ included in this document. All clarifications sought should be concluded prior to the last date of submission of queries specified in the RFQ.

Abbreviations / Terms

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

Sr. No	Abbreviations / Terms	Full form of Abbreviations / Definitions
1	AMC	Annual Maintenance Contract
2	AOC	Award of Contract
3	ARC	Annual Rate Contract
4	BCP	Business Continuity Planning
5	BFSI	Banking, Financial Services, and Insurance
6	BG	Bank Guarantee
7	Bidder / Service Provider	An eligible entity/firm submitting a Proposal/Bid in response to this RFQ. The legal entity who signs and submits the bid and the Earnest Money Deposit.
8	BOM	Bill of Material
9	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.
10	DC	Data Center
11	DD	Demand Draft
12	DI	Delivery Instructions
13	DIT	Department of Information Technology
14	DLP	Data Leak/Loss Prevention
15	DR Site	Disaster Recovery Site
16	EMD	Earnest Money Deposit
17	EOI	Expression of Interest
18	GST	Goods and Service Tax
19	LD	Liquidated Damages
20	MSE	Micro and Small Enterprises
21	NDA	Non-Disclosure Agreement
22	NEFT	National Electronic Funds Transfer
23	OEM	Original Equipment Manufacturer
24	P&L	Profit and Loss
25	PBG	Performance Bank Guarantee
26	PO	Purchase Order
27	Proposal / Bid	The Bidder's written reply or submission in response to this RFQ.
28	PSB	Public Sector Bank
29	PSU	Public Sector Undertaking
30	RBI	Reserve Bank of India
31	RCA	Root Cause Analysis
32	ReBIT / Purchaser	Reference to "ReBIT", "the ReBIT" and "Purchaser" shall be determined in context of this RFQ
33	RFP	The Request for Proposal (this document) in its entirety, inclusive of any addenda/corrigendum that may be issued by ReBIT.
34	RFQ	Request For Quotation
35	RTGS	Real Time Gross Settlement
36	SLA	Service Level Agreement



Sr. No	Abbreviations / Terms	Full form of Abbreviations / Definitions
37	Solution/ Services/ Work/ System	“Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFQ and include services ancillary to the development of the solution, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the RFQ.
38	TCO	Total Cost of Ownership
39	UAT	User Acceptance Testing

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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)
RFQ BID reference number	RFQ: ReBIT/CPO/2024-25/514/174
RFQ requirement	Supply, Implementation and Support Services of SolarWinds Network Monitoring Tool
Method of selection	Selection will be based on Least Cost System (LCS). Reverse auction may be considered on ReBIT's discretion (if required).
Availability of RFQ documents	February 06, 2025 RFQ document shall be available on ReBIT's website (URL: https://rebit.org.in/procurement)
Last date and time for submission of pre-bid queries	February 11, 2025 up to 15:00 Hrs Queries should be submitted in the format prescribed in Annexure - E of this RFQ and sent to procurement@rebit.org.in
Pre-bid meeting	February 12, 2025 up to 16:00 Hrs Queries should be submitted in the format prescribed in Annexure - E of this RFQ 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	February 13, 2025 through ReBIT's website. (URL: https://rebit.org.in/procurement)
Last date and time for bid submission (on or before)	February 19, 2025 up to 16:00 Hrs through a password protected document through email to procurement@rebit.org.in
Price Bid opening	To be informed later to the eligible bidders qualifying Technical Evaluation.
Proposal validity	Proposals must remain valid up to 90 (Ninety) days from the last date of submission.
Name and address for communication	Head, CPO Procurement COE, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai - 400706 Email: procurement@rebit.org.in

Section I: Bidding Process

1. Bid Submission

1.1 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 Reserve Bank of India and manages its critical IT systems as as wholly owned subsidiary of Reserve Bank.

1.2 Invitation of Bids

Reserve Bank Information Technology Pvt. Ltd. hereinafter also referred to as 'ReBIT', issues this Request for Quotation, hereinafter called 'RFQ'. ReBIT is seeking proposals from qualified firms/OEM's/ Authorised partners of OEM's for Supply, Implementation and Support Services of SolarWinds Network Performance Monitor SL250 (up to 250 elements) which will help to monitor the devices in infra and proactively identify and resolve the issues.

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

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

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

1.3 Locations to be covered

The product is required at ReBIT Office at Flat No. 502, Building No. 1 Mindspace, Juinagar, Nerul, Navi Mumbai. However, ReBIT reserves the right to change locations/add new locations (with mutual agreement if required) as per ReBIT's requirement within India. Cost for travel of Bidder's personnel travel from other locations in India and hotel/incidental expenses are to be borne by Bidder.

1.4 Two-part bid

1.4.1 Part 1 – Technical bid

- i. Bids of those bidders which meet the Minimum Eligibility Criteria (Annexure G) will be considered for technical evaluation.
- ii. The Technical Bid submitted should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- iii. The following original documents are required to be submitted along with the technical bid:
 - a. The documents as requested in **Annexure – A** are to be submitted.
 - b. All the Annexures should be submitted on letter head of Bidder's company and duly signed with seal of the company. Self-attested photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.
 - c. The Bidder should ensure that all the annexures are submitted as prescribed by the ReBIT. In case it is not in the prescribed format, it is liable to be rejected.

1.4.2 Part 2 - Price Bid

The suggested directive for Commercial offer is as follows:

- i. The Price Bid should be submitted as per **Annexure – H(a) and H(b) - Optional** by way of entering the values in the format (not in handwritten). This must contain all price information, prices should be exclusive of GST (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.
- ii. The Bidders should not offer any 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 RFQ will be considered.
- iv. The prices mentioned in **Annexure H(a) and H(b)** should be Door Delivery - 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

1.5 Submission of bids

The Bidders must submit bid, all documents as per requirement of RFQ through email to procurement@rebit.org.in, email size should not exceed 10 mb per email, bidder may submit the bid in multiple emails if required (exceeds 10 mb). Commercial bid shall be password protected, where the password may be share during bid opening meeting as per schedule.

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

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

2. Bid Evaluation

2.1 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:

2.2 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.

- i. ReBIT will follow a two-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 (2nd 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 RFQ.
- 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.

2.3 Technical Bid Evaluation

- i. Bids of those bidders who meet the minimum eligibility criteria as per Annexure G will be further considered for commercial evaluation.
- ii. 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.
- iii. 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.

2.4 Price Bid Evaluation

- i. The Price bids of only bidders who qualifies MEC 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 Bidder with the Lowest Commercial Bid will be selected as successful bidder. However, if the discovered price is not reasonable, ReBIT may at its discretion further proceed through



- Reverse Auction (RA) process / Spot Bidding, where the current L1 price shall be considered as the ceiling price for the RA, for arriving at the best price / successful bidder
- viii. For the purpose of undertaking reverse auction / spot bidding, ReBIT shall hold a meeting on the date & time to be decided post commercial bid evaluation among all the qualified bidders.

Section II: Scope of work and key deliverables

3. Scope of Work and Project Milestone

3.1 General terms

Scope of this RFQ is to select a bidder for the purpose of Supply, Implementation and Support Services of SolarWinds Network Performance Monitor SL250 (up to 250 elements) which will help to monitor the devices in infra and proactively identify and resolve the issues. The site location for the above mentioned requirements is Unit 502, 5th Floor, Building No. 1, Mindspace, Juinagar, Navi Mumbai 400706.

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

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

The Bidder agrees to use its best efforts to assess, understand and provide the aforementioned services as per ReBIT's requirement. The broad scope of work includes (but is not limited to) the following:

3.2 Scope of Work

- i. The broad scope of work is to Supply, Install, Configure, Test and Operationalize the SolarWinds monitoring tool by the successful bidder as per the defined agreed component specifications supported under license category with mentioned count & architecture prescribed by the ReBIT which include standard network devices like Firewall, Routers, Switches, Load Balancers, WAF, IPS and servers.
- ii. The bidder is to ensure that overall Solution Implementation shall be as per best implementation / deployment practices followed by the industry.
- iii. The successful bidder shall provide all necessary back-to-back support from OEM(s) for delivery, installation, configuration, testing, operationalization and support of the respective network components (appliances, software etc).
 - a) Bidder must specify hardware based on their understanding of the overall solution architecture based on requirement. The same must be documented and shared with the ReBIT along with justification/ reasonability.
 - b) Bidder must quote for mentioned license support.
 - c) Bidder is responsible to provide end to end solution (Comprising of Solution Software, OS, Middleware, DB and MS SQL- latest or compatible)
 - d) Bidder must indicate the necessary hardware and Storage size which would be capable of holding 1 year's logs and recording for forensic and investigation purpose.
 - e) Bidder is liable to provide 14x7x365 days support for procured solution and related components.
 - f) The bidder shall supply, design, install, implement, integrate, support & maintain, and provide comprehensive facility management services for SolarWinds Monitoring Tool as per requirements.

- g) Bidder to ensure validation of architecture, configuration, policies etc by OEM before going live.
- iv. Bidder should provide Warranty & AMC for Software, Essential License, OEM & Partner support for 1 year for mentioned license to run regular operation as per features supported by mentioned license type.
- v. The resolution time for application or performance related issues should be within 24 hours, there should be 14*7*365 support avail from the OEM & Partner for all the devices.
- vi. The successful bidder will be expected to provide all the necessary support to ReBIT IT team. They would subsequently provide first, second and third level of support through configuration changes, bug fixes, updates, and upgrades.
- vii. The following deliverables are envisaged as a part of the deployment:
 - a. Troubleshooting and Break fix Support:
 - Onsite/Online support for issues related to performance or breakdown of application/services.
 - SI engineer/Bidder is required to provide on-site/online support to fix the issue.
 - Log a call with the SolarWinds for any further assistance required.
 - Coordinate with SolarWinds to resolve the issue.
 - Restore configuration or reconfiguration as required.
 - Resolve issue as per ReBIT satisfaction applicable with best practises
 - b. L1, L2, L3 Support during project Tenure for support of SolarWinds
 - Software upgradation and updates
 - Mass Changes for compliance
 - Major, minor changes in feature/functionality roll out on the same infrastructure.
 - c. The project tenure is 1 year effective with sign-off date.
 - d. Bidder-OEM AMC, Software support, License support shall be valid till 1 year effective from project renewal/sign-off date.
- viii. The Bidder shall assign SPOC and associated support personnel for this project.
- ix. The bidder should provide necessary support for closing VAPT and RA findings which will be conducted by ReBIT for the complete project tenure.
- x. Security Requirements:
 - a. Provide security in compliance with ReBIT security requirements to protect the confidentiality, integrity, and availability of the information systems.
 - b. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
 - c. Vendor will not copy any data obtained while performing services under requirement to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by ReBIT.
 - d. Standards Benchmark – To ensure that all parties have a common understanding of any security issues uncovered, ReBIT VAPT team or independent organization will conduct the VAPT and shall provide vulnerability rating's (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common.

3.3 Project Milestones

Project Milestones	Deliverables/Key activities	Timeline	Payment Terms
Delivery of license	SolarWinds Network Performance Monitor SL250 (up to 250 elements) - Annual Subscription	Within 2 weeks from the date of issuance purchase	100% Payment within 45 days from the date of acceptance of invoice by ReBIT post Sign-off of the project.
Implementation	Implementation of licenses as per Scope defined in para 3.2 above.	Within 1-2 weeks from delivery of license	100% Payment within 45 days from the date of acceptance of invoice by ReBIT post completion of implementation work.
SI Support	Support Cost for 14 x 7 x 365 break fix support by SI for 1 year	Quarterly	25 % of total Support Cost shall be released post completion of each quarter after deduction of SLA penalties (if any) of the respective quarter.

Note: All payment terms should be counted from the day of sign-off. Vendor has to compensate for license period consumed during installation and 1 year of license support for ReBIT should start from the day of sign-off.

3.4 CONTRACT PERIOD

The total contract period is for 01 year from the date of issuance of Purchase Order. On completion of evaluation of bids, ReBIT will determine the successful bidder and contract will be awarded accordingly. Contract may be extended for 2 more years based on annual performance and on mutual agreements between both the parties.

Section III: General Terms and Conditions

4. Language of Bid

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

5. 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. 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.

7. Period of Validity of Bids

Bids should remain valid for the period of at least 90 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.

8. Clarifications and Amendment in RFQ Documents

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

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

9. 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.

10. Rejection of Bid

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

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

11. 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.

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

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

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

13. Payment Terms and Milestone

ReBIT will endeavour to make all payments for the products / services delivered to it, based on completed milestones.

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.

14. Liquidated Damages (LD)

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

- i. In case of delay by the Bidder in any stage of the project milestone, the financial Penalty as per the ReBIT's discretion will be imposed on the Bidder at 2.5% 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.

15. Taxes and Duties

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

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

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

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

ReBIT agrees to file GST TDS returns for the amount deducted as TDS under GST laws.

The Bidder will need to provide the details for the GST deposited with the authorities for the GST component to be paid off by ReBIT.

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

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

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

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

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser

as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

16. Termination

- i. ReBIT reserve the right to terminate the contract in case of any the following (but not limiting to):
 - a) 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.
 - b) 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.
 - c) Deletion, modification, tampering of ReBIT's logs.
 - d) Non-adhering to regulatory compliance for ReBIT data.
 - e) Leakage of any confidential information.
 - f) 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 RFQ contract, ReBIT shall have the right to invoke the Performance Bank Guarantee(s) given by the selected Bidder.

17. Sub-Contracting

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

18. 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.

19. 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.

20. 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.

21. Indemnification

- i. Bidder shall indemnify, protect and save ReBIT and hold ReBIT harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
 - a. an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by the Bidder,
 - b. breach of any of the terms of this RFQ or breach of any representation or warranty by the Bidder
 - c. Use of the deliverables and or services provided by the Bidder,
 - d. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Bidder shall further indemnify ReBIT against any loss or damage to ReBIT's premises or property, ReBIT's data, direct financial loss, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify ReBIT against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on ReBIT for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
 - i. ReBIT notifies the Bidder in writing in a reasonable time frame on being aware of such claim,
 - ii. The Bidder has sole control of defence and all related settlement negotiations,
 - iii. ReBIT provides the Bidder with the assistance, information and authority as it deems fit to perform the above.
- ii. It is clarified that the Bidder shall in no event enter into a settlement, compromise or makes

- any statement (including failure to take appropriate steps) that may be detrimental to the ReBIT's (and/or its customers, users and service providers) rights, interest and reputation.
- iii. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
 - iv. Bidder should take full responsibility for its and its employee's actions. Further, since the ReBIT's data could be integrated / used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to ReBIT's data and for causing reputation risk to ReBIT.
 - v. The Bidders should indemnify ReBIT (including its employees, directors or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:
 - a. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - b. Negligence and misconduct of the Bidder, its employees, and agents.
 - c. Breach of any terms of RFQ, Representation or Warranty.
 - d. Act or omission in performance of service.
 - e. Loss of data due to any of the reasons mentioned above.
 - f. Non-compliance of the Bidder with Laws/Governmental /regulatory Requirements.
 - vi. In the event that ReBIT is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend ReBIT.
 - vii. It will be the Bidder's responsibility to rapidly do away with third-party claims. The Bidder will also pay any compensation arising from the infringement claims and ReBIT will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
 - viii. On its part, ReBIT will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
 - ix. Once the components delivered at ReBIT premises, The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, ReBIT has the right to cancel the order and the Bidder will have to refund the total amount received from ReBIT along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.
 - x. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFQ.
 - a. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
 - b. If a third party's claim endangers or disrupts ReBIT's use of the Deliverables, Bidder shall at no further expense, charge, fee or cost to ReBIT, obtain a license so that ReBIT may continue use of the Deliverables in accordance with the terms of this RFQ.
 - c. Bidder shall indemnify and keep fully and effectively indemnified ReBIT from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFQ.

22. 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.

23. Vendor Security Risk Assessment

i. General Security Requirements

- a) Vendor / Bidder should have the security controls in place to protect sensitive and/or confidential information shared with the vendor.
- b) 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.
- c) Vendors will not copy any ReBIT's data obtained while performing services under this RFQ to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by ReBIT.
- d) All personnel who will be part of this engagement deployed at ReBIT's premises will need to adhere to ReBIT's security policy.
- e) All personnel who will be part of this engagement will need to sign NDA with ReBIT.
- f) 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.
- g) Vendor shall disclose the origin of all software components used in the product including any open source or 3rd party licensed components.
- h) ReBIT has right to perform Vendor Audit.

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.

24. 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.

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

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

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by ReBIT, the Bidder shall deliver to ReBIT all documents provided by or originating from ReBIT and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by ReBIT at no additional cost

The Bidder shall not, without the prior written consent of ReBIT, store, copy, distribute or retain any such documents

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

30. Tender/RFQ Cancellation

ReBIT reserves the right to cancel the Tender/RFQ 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 RFQ, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

Section IV: Annexures

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 RFQ etc. submitted in response to this document along with page numbers.	<input type="checkbox"/>	<input type="checkbox"/>
Annexure B: Proposal Submission Covering Letter	<input type="checkbox"/>	<input type="checkbox"/>
Annexure C: Self Declaration of Relatives in ReBIT	<input type="checkbox"/>	<input type="checkbox"/>
Annexure D: Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>
Annexure E: Bidders Query Format	<input type="checkbox"/>	<input type="checkbox"/>
A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	<input type="checkbox"/>	<input type="checkbox"/>
Annexure F: Bidder's Details on Bidder's letter head	<input type="checkbox"/>	<input type="checkbox"/>
Annexure G: Specific response with supporting documents in respect of Minimum Eligibility Criteria	<input type="checkbox"/>	<input type="checkbox"/>
Annexure I: Specific response with supporting documents in respect of Bidder's Experience with the submission of relevant PO's	<input type="checkbox"/>	<input type="checkbox"/>
Annexure J: Technical Compliance	<input type="checkbox"/>	<input type="checkbox"/>
Annexure K: Manufacturer's Authorisation Form	<input type="checkbox"/>	<input type="checkbox"/>
Annexure O: Confidentiality & Non-Disclosure Agreement	<input type="checkbox"/>	<input type="checkbox"/>
Annexure Q: Escalation Matrix	<input type="checkbox"/>	<input type="checkbox"/>
Copy of the Bid document along with all clarifications released by ReBIT duly stamped and signed on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word / PDF format.	<input type="checkbox"/>	<input type="checkbox"/>

Submission Checklist for Commercial Bid

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

Commercial Bid Documents	Submitted (Bidder)	Verified (ReBIT)
Annexure H(a) and (b): Commercial Bid Format (in 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.	<input type="checkbox"/>	<input type="checkbox"/>

Annexure B: Bid Submission Form

[Insert: Location, Date]

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

Dear Sir / Madam,

We, the undersigned, hereby offer to provide professional services for _____
_____in accordance with your Request for
Quotation **ReBIT/CPO/**_____ **dated** _____ and our Proposal. We are hereby
submitting our Proposal, which includes the Technical Proposal and Financial Proposal.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Yours sincerely,

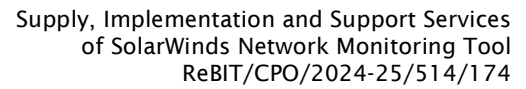
Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]



(On letterhead of the Bidder)

[illegible]

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

(On letterhead of the Bidder)

Strictly Private and Confidential

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

[Date]

Dear Sir / Madam,

Sub: Request for Quotation ref. no. ReBIT/CPO/_____.

Further to our proposal, in response to the Request for with reference number RFQ (hereinafter referred to as “RFQ”) issued by Reserve Bank information technology Pvt Ltd (hereinafter referred to as “ReBIT”) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]



Annexure E: Bidders Queries Format

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

#	Clause no.	Page no.	Clause	Query	ReBIT Response

Annexure F: Bidder's Details

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

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

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

Name and Signature of authorised signatory and Seal of Company

Annexure G: Minimum Eligibility Criteria

(On Bidders Organisation's Letterhead)

The Bidder may note that the below criteria is of critical importance and non-adherence 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	<p>The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act and must provide the following details:</p> <p>a. Details of Registration of the firm /organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>b. GST registration number</p>	<p>a. Copy of Certificate of incorporation (firm / organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.) has to be provided.</p> <p>b. Copy of GST Certificate</p>	
2	Manufactures / OEM Authorisation	The Bidder should be Top Rating Classified Authorized Partner of the OEM (Original Equipment Manufacturer).	Manufacturers Authorization letter from OEM in favour of Bidder must be enclosed as per Annexure K or as per OEM standard format.	
3	Experience	Bidder should have minimum of 3 years of experience in providing similar maintenance/support services.	Bidder should submit PO or contract document.	
4	Legal Liability	<p>a. The Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad.</p> <p>b. The Bidder must warrant that there is no legal action been taken against them for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).</p>	Self-attested declaration has to be submitted on bidder's letter head.	

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

Note:

1. 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, however, and payment will be released as per the payment milestones mentioned in Section 3.3.

2. Cost breakdown to be provided in below format to calculate Total Cost.

Total Cost of Ownership (TCO):

Sr No.	Description	Quantity in Nos.	Unit Cost in Rs.	Total Cost in Rs. (Excl tax)	GST Amount in Rs.	Total Amount (Incl tax) (Total Cost + GST)
1	SolarWinds Network Performance Monitor SL250 (up to 250 elements) - Annual Subscription	1				
2	Installation/implementation	1				
3	Support Cost for 14 x 7 x 365 break fix support by SI for 1 year	1				
	Grand Total (TCO)					

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

1. Bidder has to provide the cost in INR. GST Rates are to be provided separately. Licenses / Subscription Cost shall be overall cost (of products, licenses, product support, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
2. If the bidder fails to submit the price in the above format the bid may be subject to get rejected.
3. Payment to the successful bidder as per above-mentioned cost sheet will be as per section 3.3 of this RFQ.
4. ReBIT reserves the right to alter the requirements / cancel the item requirement(s) at its sole discretion.
5. Further, the Bidders agree that the price quoted by them would be proportionately adjusted with such additions or deletions of item requirement.

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

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure H(b) – Optional cost

(On letterhead of the Bidder)

Cost for Year 2 and Year 3 will not be accounted for calculation of TCO and will be referred only in case of extension. ReBIT will have discretion for accepting the price quoted at the time to actual extension.

Sr. No.	Product Description	Total Cost for 2nd year (excl. GST)	Total cost for 3rd year (excl. GST)	GST %
1	SolarWinds Network Performance Monitor SL250 (up to 250 elements) - Annual Subscription			
2	Support Cost for 14 x 7 x 365 break fix support by SI for 1 year			

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 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 Data Sheet

Sr.	Standard Classification Solution Functionality	Comments	Bidder's Remark (Yes / No)
1	The broad scope of work is to Supply, Install, Configure, Test and Operationalize the SolarWinds monitoring tool by the successful bidder as per the defined agreed architecture and component specifications supported under license category with mentioned count & architecture prescribed by the ReBIT which include standard network devices like Firewall, Routers, Switches, Load Balancers, WAF, IPS and servers.	Must Have	
2	The bidder is to ensure that overall Solution Implementation shall be as per best implementation / deployment practices followed by the industry.	Must Have	
3	The successful bidder shall provide all necessary back-to-back support from OEM(s) for delivery, installation, configuration, testing, operationalization and support of the respective network components (appliances, software etc).	Must Have	
4	Bidder must specify hardware based on their understanding of the overall solution architecture based on requirement. The same must be documented and shared with the ReBIT along with justification/ reasonability.	Must Have	
5	Bidder must quote for mentioned license support.	Must Have	
6	Bidder is responsible to provide end to end solution (Comprising of Solution Software, OS, Middleware, DB and MS SQL- latest or compatible)	Must Have	
7	Bidder must indicate the necessary hardware and Storage size which would be capable of holding 1 year's logs and recording for forensic and investigation purpose. ReBIT proposes to provide all necessary hardware infrastructure such as computing and storage capacity at DC	Must Have	
8	Bidder is liable to provide 14x7x365 days support for procured solution and related components	Must Have	
9	The bidder shall supply, design, install, implement, integrate, support & maintain, and provide comprehensive facility management services for SolarWinds Monitoring Tool as per requirements.	Must Have	
10	Bidder to ensure validation of architecture, configuration, policies etc by OEM before going live.	Must Have	
11	Bidder should provide Warranty & AMC for Software, Essential License, OEM & Partner support for 1 year for mentioned license to run regular operation as per features supported by mentioned license type.	Must Have	
12	The resolution time for application or performance related issues should be within 24 hours, there should be 14*7*365 support avail from the OEM & Partner for all the devices.	Must Have	

Sr.	Standard Classification Solution Functionality	Comments	Bidder's Remark (Yes / No)
13	The successful bidder will be expected to provide all the necessary support to ReBIT IT team. They would subsequently provide first, second and third level of support through configuration changes, bug fixes, updates, and upgrades.	Must Have	
14	The following deliverables are envisaged as a part of the deployment: a. Troubleshooting and Break fix Support: i. Onsite/Online support for issues related to performance or breakdown of application/services. ii. SI engineer/Bidder is required to provide on-site/online support to fix the issue.	Must Have	
15	Resolve issue as per ReBIT satisfaction applicable with best practices a. L1, L2, L3 Support during project Tenure for support of SolarWinds b. Mass Changes for compliance c. Major, minor changes in feature/functionality roll out on the same infrastructure.	Must Have	
16	Bidder-OEM AMC, Software support, License support shall be valid till 1 year effective from project renewal/sign-off date. a. The Bidder shall assign SPOC and associated support personnel for this project. b. The bidder should provide necessary support for closing VAPT and RA findings which will be conducted by ReBIT for the complete project tenure.	Must Have	
17	Restore configuration or reconfiguration as required.	Good to Have	
18	Support during Software upgrades and updates	Good to Have	
19	Log a call with SolarWinds for any further assistance required.	Good to Have	
20	Coordinate with SolarWinds to resolve the issue.	Good to Have	
21	Provide security in compliance with ReBIT security requirements to protect the confidentiality, integrity, and availability of the information systems.	Must Have	
22	The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.	Must Have	
23	Vendor will not copy any data obtained while performing services under requirement to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by ReBIT.	Must Have	
24	Standards Benchmark - To ensure that all parties have a common understanding of any	Must Have	

Sr.	Standard Classification Solution Functionality	Comments	Bidder's Remark (Yes / No)
	security issues uncovered, ReBIT VAPT team or independent organization will conduct the VAPT and shall provide vulnerability rating's (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common.		

Annexure K: Manufacturer's Authorisation Form (MAF)

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

To,

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

Dear Sir,

We _____ who are established and reputed manufacturer / developer of _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFQ with reference number **RFQ: ReBIT/CPO/**_____ 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 RFQ/ tender and contract for supply, installation, commissioning, services and support for Products & Services as specified in tender / RFQ as per the terms and conditions set out in the document for the purpose.

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

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

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFQ and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client.
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for the scope envisaged under this RFQ document with your prior written consent;
 - To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.
7. This undertaking shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and

- Is independently developed by us.
- 8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

We have read this Agreement fully and confirm our agreement with its terms.

Yours sincerely

Signature and Stamp of Company

Authorised Signatory (same as signing the proposal)

Name:

Position:

Date:

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			
