

Request for proposal

Automated User Data backup solution

10 /07 / 2017

RESERVE BANK INFORMATION TECHNOLOGY PRIVATE LIMITED

MUMBAI – 400 703

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Disclaimer & Disclosures

Reserve Bank Information Technology Private Limited (ReBIT), Mumbai, has prepared this document to give background information on participating in RFP process of “Secure Web Gateway Solution project” to the interested parties. While ReBIT has taken due care in the preparation of this RFP document and believe it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by ReBIT in submitting the bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

The proposal in response to RFP should be signed and submitted by a person duly authorized to bind the bidder to the details submitted in the proposal. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bidding. All pages of the bid documents are to be signed by the authorized signatory. Clarification can be sought up to the date mentioned in the Section-I.

Section 1: RFP SUBMISSION

Inquiries and questions:

Inquiries and questions regarding the proposal document, scope of services, or the terms and conditions shall be submitted via e-mail to karthik.bappanad@rebit.org.in by 4:00 p.m., Friday, July 14th 2017 OR earlier. All responses from ReBIT to all inquiries shall be sent via email no later than end of day, Monday, July 17th 2017.

Submittal Instructions:

Submittals are due at the postal address given below or the email box (preferred) listed below, for time and date recording on or before 4:00 p.m. IST on Wednesday, July 19th 2017.

Your response can be submitted in the following ways. Please note that e-mail responses to this solicitation are preferred. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted.

E-Mail karthik.bappanad@rebit.org.in; identified as RFP -ReBIT Automated Data backup solution in the subject line.

-OR-

Postal Mail One (1) unbound copy of your submittal, printed double-sided, on paper must be submitted in a sealed envelope, clearly marked as "ReBIT Automated Data backup solution RFP", to Karthik Bappanad, AVP – Head, Security Engineering, Reserve Bank Information Technology Pvt Ltd (ReBIT), 18th floor, Cyber One, Vashi, Navi Mumbai, Maharashtra 400703

Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

Terms and Conditions for Request for Proposal

- Proposers are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
- Each proposer shall furnish the information required in the RFP.
- The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the ReBIT, price and other factors considered.
- ReBIT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of ReBIT to do so.
- A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
- Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposer to insure that the proposal arrives in the Email or postal address prior to the time indicated in the "Request for Proposals."
- Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal

Documents made in any other manner will not be binding, and Proposer shall not rely upon such interpretations, corrections and changes. ReBIT will not be responsible for oral clarification.

Confidential / Proprietary Information: Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential / proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential / proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

Section 2: Response Format and Contents

Organize proposal in a single document containing the sections described in the following pages of this RFP and in the General Submission Requirements.

- Number each page of your submission consecutively.
-
- Wherever a table is provided, please title your section tab to match the RFP section in which the table appears.
- Use the table format for your responses, and maintain the sequence and reference numbers in the table.

In addition to this document, also provide your response to all the worksheets in the Automated User Data Backup RFP Specifications workbook. Provide a detailed response to each point in this workbook.

If you have any submission format questions, please contact karthik.bappanad@rebit.org.in.

Title Page

- Title page
- Customer name & RFP name
- Vendor name, address, telephone number and email
- RFP Contact's name, signature, title, email and date

Vendor Overview

Provide a maximum three-paragraph description for each item listed below. This information is intended to be a general overview. You should highlight qualifications of your company, years in business and the reasons your product, services and company are best suited to meet ReBIT requirements.

- Company - The bidder should be a registered company incorporated in India, registered under Company Act 1956. Copy of registration certificate to be enclosed.
- Historical Background
- Financial Status
- The Bidder should not be currently blacklisted by any bank / institution in India or abroad. Self-declaration to that effect should be submitted.
- The bidder should be authorised partner of OEM and should be having back to back support of Original Equipment Manufacturers (OEM) for the equipment included in the proposed solution. The back to back Support agreement with OEM should include the activities such as Technical Assistance support, Spares support, Software upgradation support. The proof in support of the same must be enclosed along with the technical bid.

- The bidder must warrant that there is no legal action being taken against it 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).
- The bidder should have at least 3 certified Engineers who are having experience on Solution.

Note: The Bidder should submit relevant documentation supporting the above eligibility/qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the bidder shall be liable to be disqualified without any notice and the bids of the bidder may not be processed further. Any additional / irrelevant document enclosed with the bid, may lead to disqualification.

References

Please provide at least three (3) that match the following criteria:

- Customers using the solution and version(s) proposed for ReBIT

Provide the principle contact name and telephone number, as well as the other information requested in the proceeding table.

Reference’s Organization name	Contact Name and Email address	City, State and Phone Number	System(s) name and version, Number of Sites, Number of Employees
1.			
2.			
3.			
4.			
5.			

General Submission Requirements

Please include the following information in your submission, identified and in the order listed below:

1. Vendor Contact Information
 - a. Company Name, Address, Phone Number and Contact Information.
 - b. Name of contact person(s) for contract administration and technical liaison
 - c. Indicate your company’s hours of business, off-hours contact and availability.
 - d. Suggest appropriate processes for ongoing communications between Vendor and ReBIT, e.g. email, website, phone, etc.)
2. Detailed Project Schedule, with major deliverables, including but not limited to:

- a. Project plan and schedule with critical path identified
 - b. Gap analysis
 - c. Resource allocations
 - d. Solution Acceptance Criteria
 - e. Product installation
 - f. Training
 - g. Add-ons or customizations
 - h. Interfaces
 - i. User and Parallel system acceptance certification
 - j. Final production cutover
3. **Documentation / Manuals:** Provide electronic copies of the technical and user documentation with your response to the RFP (e.g. CD, DVD, Website link, etc.).
4. **Detailed Cost Schedules:** Provide detailed, itemized unit and total costs for each component and service proposed, indicating as appropriate optional and required components and services, including:
- a. Recommended hardware specifications, itemized, to meet ReBIT requirements
 - b. Recommended software, itemized, to meet ReBIT requirements and including any 3rd party software license fees
 - c. If managed services or software-as-a-service is proposed, provide appropriate costs, sized and itemized, to meet ReBIT requirements.
 - d. Where appropriate, please provide any tiered costing alternatives, e.g. per transaction, per employee, etc.
 - e. Project Management, e.g. Hourly, monthly or fixed rate, number of estimated hours / months to complete project
 - f. Software development services, e.g. hourly, monthly or fixed rate, number of estimated hours / months to complete project.
 - g. Cost for developing custom connectors should be highlighted.
 - h. On-site training, e.g. Hourly or class rate, number of estimated hours to complete project, recommended class size
 - i. Provide a 3-year post-implementation cost schedule for support, maintenance and upgrades (including any 3rd party licensing fees)
5. The Commercial bid should be in accordance with the following:
- a) The bidder should quote the commercial value as per the excel sheet shared.
 - b) The bidder should indicate unit price of each and every component proposed by them.
 - c) The prices quoted by the bidder shall be in Indian Rupees and no escalation in price within the period of one year from the date at which L1 is declared.
 - d) The price quoted should be inclusive of all Central/State Government levies, taxes, service tax, sales tax, excise duty, custom duty, etc. The Octroi / Entry Tax, if any, shall be paid as per the actuals.

- e) Further, subsequent to the orders being placed/agreement executed, the successful bidder shall pass on to ReBIT all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.
- f) The make and model given in commercial bid format should be the same as mentioned in BOM (without Price) else commercial bid may not be processed further.
- 6. **Contract / license agreement:** Submit a copy of any contract / license agreement you will require to be executed at time of award.
- 7. **Non-disclosure Agreements:** Submit a copy of any non-disclosure contracts you would require to be executed as part of the evaluation process.
- 8. **Staff Qualifications:** Describe the qualifications and experience of the staff who would be assigned to the ReBIT implementation. Provide an electronic copy of resumes for your project manager and technical leads.
- 9. **Customization:** While it is ReBIT's intention to avoid customization of 3rd party software, please describe your process for defining specifications and for pricing customization work orders – both during implementation and as a post-implementation support change request. Please also provide your current pricing / rate structure for custom development.
- 10. Bidders are not permitted to submit more than one bid and any alternate product. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
- 11. Each and every page of the bid documents should be properly stamped and signed by the authorised signatory. However, ReBIT may seek original hard copy of the document for verification.
- 12. The bids are not submitted in the prescribed format or incomplete or after due date in any sense are liable to be rejected. ReBIT reserves the right to accept or reject any bids without assigning any reason and ReBIT's decision in this regard will be treated as final.
- 13. ReBIT reserves the right to alter / increase / decrease the hardware and software requirements as well as add/reduce locations, as the case may be to meet ReBIT requirements at any point of time.
- 14. Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. ReBIT holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.
- 15. The bid shall be in English Language.
- 16. All prices shall be expressed in Indian Rupees only.
- 17. Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.
- 18. ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the Tender without the Vendors having the right to object to such reissue.
- 19. Contacting ReBIT - From the time of bid opening to the time of Contract award, if any bidder wishes to contact ReBIT for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact ReBIT with a view to canvas for a bid or put any

pressure on any official of ReBIT may entail disqualification of the concerned bidder or its bid.

Terms of Payment

- Selected Bidder should raise single invoice for entire project which should contain Total Solution
- Eighty percentage (80%) of the Total cost of Bill of material will be released on delivery, successful Installation and operational of the Total solution for ReBIT. This would also include signing the User Acceptance Test (UAT) document and Service Level Agreement (SLA)/Purchase Agreement by ReBIT.
- Twenty percentage (20%) of the Total cost of Bill of material will be released one month on completion, post earlier phase.
- Payment towards Annual Maintenance will be made on quarterly basis on the completion of each quarter after deducting penalties if any. The invoice should be submitted at the end of each quarter along with satisfaction report from the concerned users/office for each location.

Taxes and Duties

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, service taxes etc. Octroi, if any, shall be reimbursed to supplier by ReBIT at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to ReBIT.

Force Majeure

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

Arbitration

- In the event of any dispute or differences between the parties relating to the "Contract or LOI (Letter of Invitation) whichever is issued later" the same shall be referred to 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.

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 Purchaser for the event that gave rise to such liability, as of the date such liability arose, during contract period

Other Terms and Conditions

- The total solution will have to be delivered, installed and configured at Data Centres without disturbing any existing system. If deemed necessary, the bidder is required to give presentation on the systems offered.
- The Bidder should provide clear licensing terms & conditions for all the products offered to the complete satisfaction of the Bank. If any discrepancies are found later with the licensing terms in the total solution, then such additional cost will be borne by the bidder.
- The Bidder should specify the exact versions and releases that are proposed in the solution for every component (Software, Hardware & System software) and should also provide the life time of the solution and availability of the proposed versions
- All the proposals / declarations / assertions made by Bidder should be on their letter head.
- ReBIT reserves the right to advise the bidder to demonstrate how various features are integrated in proposed system during the technical evaluation. The bidder shall also demonstrate how these will function at committed performance. ReBIT, at its discretion, may visit OEM's LAB and conduct the performance testing of the proposed equipment in order to validate the quoted performance levels.
- Establishing and providing uninterrupted performance throughout the implementation and afterwards will be the responsibility of the bidder.
- The successful bidder will have to bear all the legal charges like cost of Stamp duty etc. at the time of signing Purchase Agreement/Service Level Agreement.
- Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT)
- The bidder shall be responsible for generation and submission of necessary documentation required during various phases of project viz. planning, installation, commissioning, roll out, acceptance and periodic reporting. Documentation shall be approved by ReBIT.
- The bidder is required to get prior approval of all the project plans and processes from ReBIT before commencement of the project. This will be reviewed from time to time based on the agreed milestones. Reports on progress of the project should be submitted by the Project Manager of the Bidder once a week to ReBIT till the completion of the project.
- ReBIT reserves the right to accept or reject any bid or scraps the Tender without assigning any reason thereof and ReBIT's decision in this regard will be treated as final.
- **Ownership of this RFP:** The content of this RFP is a copy right material of ReBIT. No part or material of this RFP document should be published in paper or electronic media without prior written permission from ReBIT.

Signature Page

RFP Automated User data backup solution

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website	

I certify that I am authorized to bid on my company's behalf and that I am not currently an employee of ReBIT and to the best of my knowledge, none of my employees or agents are currently employees of ReBIT. I also certify that I am not related to any ReBIT employee.

*Signature of Person Authorized to Bid on
Company's Behalf

Date

Note: If you cannot certify the above statements, please explain in the space provided below.

Section 3: Evaluation Overview

RFP Timeline

The schedule for vendor evaluation and selection is as follows:

Milestone	Target End Date
<ul style="list-style-type: none">Vendors submit RFP Questions to ReBIT (as needed)	<ul style="list-style-type: none">4pm, Friday July 14th 2017
<ul style="list-style-type: none">ReBIT Responses to RFP Questions released to Vendors (as needed)	<ul style="list-style-type: none">EOD Monday, July 17th 2017
<ul style="list-style-type: none">Vendor Proposal due to ReBIT	<ul style="list-style-type: none">4pm Wednesday July 19th 2017
<ul style="list-style-type: none">Interviews with Short Listed Firms	<ul style="list-style-type: none">25th / 26th July 2017 (Estimated)
<ul style="list-style-type: none">Submit solution recommendation ReBIT management for approval	<ul style="list-style-type: none">28th July 2017 (Estimated)
<ul style="list-style-type: none">Award Contract	<ul style="list-style-type: none">31st July 2017 (Estimated)

Vendor Evaluation Process and Criteria

- The evaluators will consider how well the vendor's proposed solution meets the needs of ReBIT as described in the vendor's response to the requirements and requests for information. The responses should be clear, concise and complete so that the evaluators can adequately understand all aspects of the proposal in a succinct fashion.
- The following elements will be the primary considerations in evaluating submitted proposals and selecting a Vendor:
- The extent to which Vendor's proposed solution fulfils ReBIT stated requirements as set out in this RFP.
- An assessment of the Vendor's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- The Vendor's stability, experiences, and record of past performance in delivering such services.
- Availability of sufficient high quality Vendor personnel with the skills and experience for the specific approach proposed.
- Overall cost of Vendor's proposal.

This RFP provides general and technical information as well as the required format for responses. Your submitted response will be a primary source of information used for

system evaluation and selection. Please include all required and appropriate information with your proposal. No other source of information submitted, written or verbal will be considered part of your proposal.

Compensation

No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.

Commitments

All quotes should be submitted initially on the most complete basis and with the most favourable financial terms available. The selected vendor's proposal may, at ReBIT option, be made part of the final purchase contract and all representations in the vendor's proposal may be considered commitments to supply the system as described.

RFP Revisions

ReBIT reserves the right to change the schedule or issue amendments to the RFP at any time. ReBIT also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be notified individually to each participating vendor.

Section 4: Evaluation Phases

Phase I – RFP & Responses

Completed RFP documentation must be received by ReBIT as described in the preceding pages.

Phase II - Training and software / service evaluations

The top vendors responding to the RFP will be asked to participate in Phase II. The goals of this phase are to:

- a. Allow ReBIT to determine whether our business processing and rules will need to change in order to use your system and understand how data flows through your application and integrates with our other systems.
- b. Allow ReBIT Information Technology staff to understand how the application and/or equipment functions in the proposed operating environment, including performance and support processes.
- c. Give the vendor a better understanding of ReBIT business practices and business rules.
- d. Provide insight into the implementation requirements.

Note: The vendor is responsible for all expenses related to Phase II.

Phase III: Contract Award and Execution

- ReBIT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favourable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to ReBIT.
- The general conditions and specifications of the RFP and the successful vendor's response, as amended by agreement between ReBIT and the vendor, will become part of the contract documents. Additionally, ReBIT will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with ReBIT. If the selected vendor fails to sign and return the contract within ten (10) business days of delivery of the final contract, ReBIT may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- No cost chargeable to the proposed contract may be incurred before the vendor has received a fully executed contract.
- ReBIT will not reimburse the vendor for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Ensure these costs are included in your RFP response.

1. About ReBIT

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

2. Purpose

In order to streamline user data backup, ReBIT proposes to implement and maintain an "Automated User data backup" for its Information Technology setup comprising its offices. ReBIT intends to issue this bid document to the bidders to participate in the competitive bidding for procurement, implementation and maintenance of Automated user data backup Solutions.

The Bidder should note that:

- a) The technical specifications specified in Evaluation excel sheet are the minimum specifications for the solution.
- b) The purpose behind issuing this RFP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.
- c) The selection process consists of the following three considerations:
 1. Pre-Qualification/Minimum Eligibility Criteria
 2. Technical Evaluation
 3. Commercial Evaluation

3. Scope of Work

Following is the broad scope of work:

- The successful vendor will be expected to provide all the necessary software licenses, implement, train and handover the solution to ReBIT IT team. They would subsequently provide second level of support through bug fixes, updates and upgrades.
- **Backup Solution Implementation:** The Vendor will be expected to utilize the information presented in this RFP and submit a proposal(s) that may include variations of hardware and software where allowed but that meets all requirements specified and yet will fulfil future expectations as articulated in this RFP or that are perceived by the Respondent. This includes all hardware and software required for implementing the Backup Solution proposed.
- Full documentation of the project is to be included in the deliverables by the successful Vendor.
- The Vendor shall assign a project manager and associated support personnel for this project.

Acceptance: A two-week test period will be used by ReBIT to evaluate the selected Backup Solution. After the selected Backup Solution has been successfully implemented, ReBIT and the Vendor shall agree on the start date of the test period. Acceptance of the Backup Solution shall be based on the results of the test period. If during the test period, the Backup Solution experiences no failures and functions according to the requirements of the RFP, as determined by ReBIT, the Backup Solution shall be considered accepted. After the Backup Solution has been accepted, the Vendor may submit an invoice for the Backup Solution. After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received

3.1. Resources

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

3.2. Training

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

- i. The training should include the architecture, hardware, software, integration, and customization, policy installation, troubleshooting reporting and other aspects of the solution.
- ii. The Bidder shall train ReBIT personnel for independent operation, creation of policies/rules, generation of reports, and analysis of the reports, Troubleshooting and familiarization of features and functionalities, policy configuration, alert monitoring, etc. post implementation
- iii. Bidder should submit detailed course content and provisional agenda along with the Bid.
- iv. Refresher training - Post acceptance test, selected bidder shall conduct more refresher trainings for the ReBIT's team on yearly basis. The participants of these programs may or may not be same.

4. Warranty and Support

All the hardware, software products supplied should carry a minimum warranty of 3 - year from the date of operationalization of the system to the satisfaction of ReBIT. On-site, comprehensive, back-to-back from Original Equipment Manufacturer (OEM) for a period of 3 years from the date of installation (if applicable). The warranty also includes all software subscriptions (critical hot fixes, service packs, and major upgrades). Remote access to the systems supplied will not be permitted. Date of start of Warranty/Annual Maintenance/software license support of all the items supplied will be treated as started from the completion of the project.

5. Subcontracting

The selected Bidder shall not subcontract or permit anyone other than its personnel or the OEM supplier to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of ReBIT.

6. Annual Maintenance Contract (AMC)

The AMC shall be:

- On-site, comprehensive, back-to-back from OEM for all hardware and software products as a part of RFP for a period of 4 years from the date of expiry of warranty.
- Software updates and upgrades at no cost to ReBIT
- L2 and above support from OEM
- Replacement of failed hardware (if applicable) within 24hrs from the time call is lodged.
- Comprehensive on-site support from bidder for day to day operational issues as and when arises.

7. Service Level Agreement (SLA)

Service Levels during implementation phase

The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section: Project timelines of their response to RFP.

8. Requests for Proposal

- a) Recipients are required to direct all communications related to this RFP, through the below nominated point of contact:

Contact:

Karthik Bappanad

Email: karthik.bappanad@rebit.org.in

Address: Reserve Bank Information Technology Pvt Ltd (ReBIT), 18th floor, Cyber One, Vashi, Navi Mumbai, Maharashtra 400703

Telephone: +91 98190 78294

- b) ReBIT may, in its absolute discretion, seek additional information or material from any of the Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

- c) Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- d) If ReBIT, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then ReBIT reserves the right to communicate such response to all Bidders.
- e) ReBIT may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
- f) ReBIT will notify all short-listed Bidders in writing or by mail as soon as practicable about the outcome of their RFP. ReBIT is not obliged to provide any reasons for any such acceptance or rejection.

9. Period of validity of bids / Responses

- a) Prices and other terms offered by Bidders must be firm for an acceptance period of 60 days from date of closure of this RFP.
- b) In exceptional circumstances ReBIT may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- c) ReBIT, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

10. 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 Vendor without advance written consent of ReBIT and any such sale, lease, assignment or transfer otherwise made by the Vendor shall be void and of no effect.

11. Confidentiality

- i. The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder shall sign and execute this Non-Disclosure Agreement before the execution of this Contract.
- ii. The Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

- iii. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- iv. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

12. Subcontracting

The selected Vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of ReBIT.

13. Ownership of documents, data and hardware

- i. ReBIT shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- ii. 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

14. Non-Disclosure Agreement

The selected vendor will have to sign a NDA agreement with ReBIT in the prescribed format on a Stamp paper.