



Project Management Consultancy Services

REQUEST FOR PROPOSAL (RFP)

(09 September 2020)

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1 About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT advises, implements and monitors internal or system-wide IT projects (both existing & new) of the Reserve ReBIT and manages critical IT systems of the Reserve ReBIT as mutually decided. It ensures the cyber security of RBI's IT systems through implementation of universal frameworks and best practices to manage cyber risk. ReBIT also assists RBI in the IT Systems examination and cyber resilience assessment of regulated entities, advises on emerging threats in cyber security, supports in cyber security incident analytics and undertakes cyber security risk assessments both for existing regulated entities and new entrants. ReBIT also engages with key stakeholders to promote best practices, engage in technology policy research and promotes innovation in use of technology.

2 Disclaimer & Disclosures

ReBIT has prepared this document to give background information to the interested parties for participating in the RFP process Project Management Consultancy Services for our office situated at "Reserve ReBIT Information Technology Pvt Ltd (ReBIT), 502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai - 400706. 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 to modify the requirements as well as add or delete, as the case may be to meet ReBIT requirements at any point of time. ReBIT reserves the right not to proceed with the RFP, 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. 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 Bidders having the right to object to such reissue.

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

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

Please note that the information provided in the RFP is strictly confidential and by accepting this RFP, the interested parties unconditionally undertake, not to, in any manner use any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFP issued by ReBIT.

3 Objective of the RFP

The objective of this RFP is to enter into an engagement with a successful Bidder and select a suitable vendor for the proposed Project Management Consultancy Services.

This RFP is not an offer by the ReBIT, but an invitation to receive responses from the Bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised official(s) of the ReBIT with the selected Bidder.

The ReBIT reserves the right to reject or withdraw this RFP and no correspondence shall be entertained.

3.1 Schedule

The following is an indicative timeframe for the overall process. REBIT reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected respondents during the process.

Activity	Scheduled Dates
Name of Project	Project Management Consultancy Services
Issue of RFP	09- September-2020
EMD Amount	INR 50,000/- in the form of Demand Draft
All Queries to be mailed to	procurement@rebit.org.in
Venue for Pre-Bid Meeting	Through Video conferencing. Link is given below https://rebit-india.webex.com/meet/aman.jain
Last date and time for receipt of queries through e-mail for clarification from Bidders	15-September-2020
Date and time of Pre-Bid Meeting	16-September-2020
Responding to queries from bidders and Last date to publish Meeting-cum-Addendum to the bid document	21-September 2020
Date & Time of Submission of Final Technical & Commercial Bids	07-October 2020; 4 PM IST
Date and Time of Technical Bid Opening	07-October 2020; 5 PM IST
Technical Bid / Proposal Presentation / Customers Testimonials	To be intimated later
Commercial Bid Opening	To be intimated later

3.2 Definition of Terms

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

- a. Bidder/ Service Provider – An eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submits the bid and the Earnest Money Deposit.
- b. ReBIT/ Purchaser - Reference to “REBIT”, “the ReBIT” and “Purchaser” shall be determined in context of this RFP
- c. Proposal/ Bid – the Bidder’s written reply or submission in response to this RFP
- d. RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the ReBIT.
- e. Authorised Signatory –The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder.
- f. Virtual Completion means that the all works are completed in every respect at site / premises and fit for occupation by Employer.

3.3 Scope of Services

Reserve Bank Information Technology proposes to appoint the Project Management Consultant (PMC) for managing and supervising end to end design, construction and interior fit out work, project management for office space located in Raheja Mindspace Juinagar, Navi Mumbai with an approximate area of 31,000 Square Feet (Sq.Ft). This office is expected to house about 300-350 employees and we would like to appoint a reliable Consultant who would advise and help facilitate towards this endeavour.

Time for completion of interior works shall be 10 (ten) months from the date of commencement of work. However, the PMC services are required till the completion of defect liability period (i.e. 12 months from the virtual completion of works by the contractors) of the works carried out by the contractors. However, in case of delay in completion of works by the contractors, PMC contract would be deemed to have been extended by the same time period without any extra cost & liability over & above the accepted PMC rate.

As the time is the essence of the project, the ability and competence of the Applicant/Tenderer to render required services within the specified time frame, will be a major factor while deciding the selection of the PMC for award of work.

The minimum composition of the PMC to be deputed for ReBIT shall be as follows:

S.No	Team Composition	Desired Qualification	Desired number of Personnel	Minimum Experience in Years	Additional details
1	Project Manager	Graduate Architect/ Engineer	01	10	Should have experience in execution of interior works similar to assignment mentioned in this RFP. Should have exposure/experience to MEP, EHS, firefighting related Project management, Supervision, Monitoring and Quality services. Should be available at least 3 days in a week at site. Should able to proactively resolve all issues in a timely

S.No	Team Composition	Desired Qualification	Desired number of Personnel	Minimum Experience in Years	Additional details
					manner related to assignment.
2	Site Engineer	Graduate Architect/ Engineer	01	5	Should have site management and supervision experience Should have skill set of drafting the drawings. Should be well conversant with latest drawing drafting tools/ software. should be responsible for documentations. This Architect/ Engineer should be always available at site to complete the work within the timeframe provided by the ReBIT.

However, the composition of the team may be decided by consultant in consultation with ReBIT to ensure the project activities are completed as per the milestones. It could also consist of more number of resources, as decided by ReBIT depending on the requirement of the project. The PMC shall provide such additional resources to complete the project as per the milestone without any additional cost to ReBIT.

The successful bidder is required to submit the CVs of the members of the team proposed for deployment as part of Technical Bid submission. The Proposed Resources and their CVs shall be evaluated as provided in the RFP. If required, the personnel proposed in the team may be interviewed by ReBIT. If the proposed member is not found suitable by ReBIT, another CV shall be submitted, and the same procedure shall be followed till a suitable person for the given position is approved. The personnel approved by ReBIT shall be deployed by the successful bidder within 5 (five) days of intimation by ReBIT.

The shortlisted firm will be providing end to end management and supervision (including but not limited to) all civil structures, interiors, MEP, HVAC, IT (Active and Passive)

services and all allied activities including preparation of tender, bid process management, assist ReBIT in selection of contractor right from inception till commissioning including project documentations.

PMC work to include (Interior furnishing works viz. Civil, interior decoration, flooring, false ceiling, HVAC (Heating, Ventilation and Air Conditioning), Electrical, firefighting and allied works of Office/ Institutional building, commercial building etc)

The Bidder agrees to use its best efforts to assist ReBIT as a Consultant towards the aforementioned endeavour.

The broad scope of work includes (but is not limited to) the following:

- A. The Consultant will provide the required Project Management Consultancy Services including but not limited to Project Management, Design Review, Quality Control and Assurance Services and facilitate related activities.

Sample set of activities include (but not limited to) the following:

- I. Establish an outline brief for the project with ReBIT, taking into account building function, space requirements, building information, cost targets, time and quality targets, occupational requirements and commercial objectives for the premises.
- II. Review the aforementioned brief and advise ReBIT with respect to construction/fit-out feasibility and procurement within budget and time parameters.
- III. Work with ReBIT and all relevant stakeholders to arrive at the best strategy to complete the project in terms of purchase procedures, extent of work, applicable agreements and building standards.
- IV. Prepare a Project Schedule that co-ordinates and integrates the Project Management services, Designer/Architect/Engineering Consultants' services and ReBIT's responsibilities with the anticipated construction schedule after establishing the project parameters
- V. Establish a Project Budget on the basis of adopted project strategy and taking into account work breakdown structure, available tax benefits to ReBIT. Additionally, will also need to define the project costs and identify relevant categories of costs, estimates, limits (as appropriate), and overall cost objectives of ReBIT
- VI. Provide a periodic project cost update to the ReBIT team post receipt of all project costs from designated sources and stakeholders
- VII. Administer and monitor the budget throughout the project. Provide ReBIT with information on the financial status of the project, actual cost against cost plan, cash

flow analysis and forecasts, and impact of change orders. Forecast anticipated cost needed to complete the project

- VIII. Prepare Tender (including technical and commercial bid section elaboration) and subsequent coordination for the release of design and / or build tender to the appropriate bidder community including creating awareness about the tender before and after the tender release and conducting a Pre Bid Meeting to answer any queries relating to tender including invitation to the pre bid meeting to likely bidders
- IX. Ensure there are no areas of overlap in the work to be performed by various contractors/vendors, and recommend alternative to ReBIT whenever design details affect fit-out feasibility, cost or schedule especially regarding designs, drawings and specifications for the identified Premises
- X. Ensure the tender documents shall be self-sufficient and comprehensive including drawings/specifications as relevant and also eliminate any discrepancy between the intent of specifications and corresponding items that may conflict in the Schedule of Quantities / Drawings / Specifications
- XI. Prepare parameters for Technical Evaluation including preliminary pre-qualification of bidders and also document the comparative analysis, detailed assessment of the bids, the profile of the bidders, their work in hand and client references as part of this process and present the comparison to ReBIT for their review and approval along with recommendation
- XII. Conduct technical evaluation of the bids received to identify the right partner for the various activities that best fits ReBIT's requirements and present the comparison to ReBIT for their review and approval along with recommendation
- XIII. Establish a positive & competitive negotiation environment, enabling a platform to conduct negotiation with the shortlisted/selected Bidder. Manage the process of contract negotiations with the recommended Bidder to make sure that any outstanding issues and opportunities are incorporated into the subsequent design or construction or appropriate contract
- XIV. Analyse the comparative documents (technical comparative prepared by the Designers/Architect/Engineering Consultants etc.) and provide final recommendations to ReBIT

- XV. Identify and proactively callout legal, commercial and technical risks along with their mitigation plan. Advise and assist in the Due Diligence of the selected contractors/vendor partner(s) including assistance in obtaining and verifying the required documents as per the industry standards and statutory guidelines
- XVI. Capture the terms and conditions and other related items that are discussed between the selected contractors/vendor partner(s) and ReBIT towards preparation of the required documents and contracts, with related formats to be provided to ReBIT
- XVII. Determine scopes for contracted elements, give advice on the detailed preparation of contractual terms, and assemble construction contracts or purchase orders. Maintain and control the documents on each construction and fit-out trade package as appropriate
- XVIII. Recommend to ReBIT on the most cost efficient and expeditious breakdown of purchase packages with respect to fit-out (as appropriate)
- XIX. Identify opportunities where ReBIT could reduce cost by direct purchase of equipment etc. from the principal manufacturer/s, by way of global contracts or tax benefits provided by the Government
- XX. Create a communication strategy/plan and set up a communication protocol between the various vendors, contractors, designers, architects and ReBIT. Ensure that all information is received and disseminated to all stakeholders on a need-to-know basis. Issue agenda for all meetings and prepare / circulate minutes of all meetings. Chair all weekly meetings at site and/or ReBIT office and ensure attendance / compliance by all participants
- XXI. Monitor design development to conform to established project goals and objectives. Review the information developed with respect to design criteria and the major components need to be evaluated based upon capital cost, operating cost, life expectancy and suitability to the project, including the available time frame. Objective of review and feedback is to arrive at a design that is aesthetic, cost effective, easy and fast to build, clean, maintainable and extremely durable
- XXII. Provide recommendations to ReBIT regarding the division of work in the drawings, specifications and tenders to facilitate the tendering process, allowing for phased construction taking into consideration factors such as performance parameters for contractors/vendors, working capital plan and other site related provisions

- XXIII. Finalize the drawing schedule for release of duly coordinated 'Good for Construction' Drawings for the entire project with the Designers/Architects to suit the overall program. Thereafter conduct a review of all coordinated drawings received from the Designers/Architect as per the schedule and get the same modified after eliminating discrepancies (if any) between different utilities and structural/ building elements. The same will be done well in advance of the actual requirement of drawings at site continuously as the project proceeds so that work does not stop at any stage of execution in the absence of drawings. This stage shall continue till the Designer/Architects releases all the drawings as per the drawing schedule
- XXIV. Ensure that the Architect/Contractor/Vendor(s) obtains all requisite permits and approvals for pre-construction & pre-fit-out activities
- XXV. Assist ReBIT representative and Architect/Engineering consultants in reviewing the requirements of Government agencies that have jurisdiction. Advise on the cost impact of these requirements and suggest possible alternatives
- XXVI. Update on a regular basis the Project Schedule for all project activities. Seek inputs from the consultants/contractors/vendors and update during the procurement and construction periods in accordance with each consultant/contractor/vendor's schedule
- XXVII. Manage the work of the general and trade contractors and suppliers in accordance with contractor's purchase agreements
- XXVIII. Manage the interrelationship of contractors so that all work access and resource availability has been properly coordinated
- XXIX. Manage the construction process to ensure that the contractor delivers the contracted scope and quality of goods and services, within the required time and budgets. In addition, it deals with quality control of materials and workmanship, the detailed approval process required for contractor submissions, testing and commissioning of the MEP (Mechanical, Electrical and Plumbing) components and change order control
- XXX. Monitor and review contractors' material procurement schedule and submittal logs for completeness, accuracy and compliance
- XXXI. Obtain specifications and method statements for the critical activity/item to be executed by the consultants/contractors/vendors. Examine them along with the

- Technical Advisory Group (TAG) or Architect (if required) or appropriate authority and approve the items for execution. Thereafter establish, implement, and manage a quality management system in accordance with the specifications and the method statement
- XXXII. Manage the Quality Assurance and Quality Control (QA/QC) process for each trade/track to verify that the outside testing laboratories are being utilized properly and that the testing results being provided meet statutory requirements
- XXXIII. Document the defects observed in the facility much before the completion of the work. These will need to be classified as per various levels of defects and their likely outcome on rectification. Coordinate the rectification works as required and monitor this through the completion and project close-out
- XXXIV. Plan and manage the site logistics services provided by the general contractor including access, storage, movement of men, material and construction vehicles, site accommodation, welfare utilities, fire protection services, medical & first aid facilities, emergency routes, site security and EHS (Environment, Health and Safety) standards
- XXXV. Draw up a site logistics plan prior to start of construction at site in consultation with the Contractor and ReBIT. Through the main civil contractor, manage movement of men and material through a system of identity cards, movement register and strict control of the security
- XXXVI. Scrutinize and ensure site is adequately protected, well-lit and EHS and housekeeping standards maintained. Conduct regular fire and safety workshops for the vendors/contractors
- XXXVII. Create a standard manual of safety guidelines for ReBIT incorporating global best practices regarding safety and safe construction practices. Ensure implementation of contractual provisions regarding safe construction practices
- XXXVIII. Review and monitor compliance of contractor's methodology with all provisions of standard EHS guidelines as prescribed by the statutory bodies. Maintain log of any reported violation of safety norms and remedial measures taken thereof
- XXXIX. Establish procedures and manage the testing & commissioning of all MEP services. Coordinate the activities of ReBIT support services and equipment connections. Monitor commissioning and hand over of the project areas to the Facilities Management team.

- XL. Provide the required structuring and supervision of the contractor-provided training programs and operations and maintenance manuals to ensure that ReBIT obtains all the required documentation
- XLI. Assemble and collate all operating and maintenance manuals, drawings, instructions, and procedures provided by each trade contractors/vendors. Ensure that the same is checked and approved by the Architect/Engineering Consultants or suitable approval authority and submitted to Facilities Management team.
- XLII. Manage and coordinate the movement of people, equipment, contents and furnishings between or within physical facilities- Ensure every component of relocation including procuring resources, managing preparatory activity and optimizing employee communication to attain site preparedness and a flawless move is enacted
- XLIII. Solicit the vendors'/contractors' finals invoices, check and certify them. Recommend the applicability of penalties to contractors for their work. These will thereafter, be submitted to ReBIT for final payment after retention of monies / guarantees as called for by the contract. Bank guaranties / retentions as payable at this stage will be released to the vendors/contractors.
- XLIV. Establish Standards for Final Acceptance. Implement remedial action should defects be noted. Advice the Client on acceptance of completion, manage hand over to the Clients' operator and maintenance staff and advice on payment of the trade contractors' final accounts.

B. POST CONSTRUCTION STAGE:

- i. Assist in the preparation of the punch list / snag lists as the contractor's work, or designated portion, is completed and a schedule for their completion.
- ii. Completion Certificate: Assist in the determination of when a project is substantially complete, and the necessary steps that are required before the certificate can be issued.
- iii. Handing Over: Assist in the final inspection, secure all guarantees deliver all keys and manuals and records etc. at completion.

- iv. O & M Manuals & "As-Built" Drawings Monitoring: Monitor the Preparation of all necessary operating and maintenance manual and As Built Drawings and their supply to the ReBIT.
- v. O & M Manuals & "As-Built" Drawings Collation: Assemble and collate all operating and maintenance manual, drawing, instruction and procedures provided by the Trade Contractors and suppliers.
- vi. Training of Operational Personnel: Organize the training of the Clients operations and maintenance personnel.
- vii. Facilities/Building Management: Provide technical and informational assistance to facility management team of ReBIT as and when needed.
- viii. Release of Retention Amounts / Bank Guarantee: After the successful completion of defects liability period, certify payments of retention amounts and close contracts.
- ix. Manage and coordinate with vendors' / contractors' for completing project snag points during defect liability Period and provide final sign off post completion of Defect Liability Period.

3.4 Executive Summary and Corporate Profile

Bidder to include Executive Summary along with Corporate profile, proposed account management and Support details, Escalation Matrix, response and resolution Turnaround time matrix, MIS and Reports mechanism etc. with RFP response.

3.5 Deviations from RFP

It is intended that you should conform the specifications mentioned in RFP. Any deviation will make you liable for disqualification.

4 Earnest Money Deposit (EMD)

The prospective Bidder who satisfies the "Minimum Eligibility Criteria" and plan to respond to this RFP is required to submit the bid earnest money (refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders and after 30 days of finalizing the selection process for unqualified bidders) of INR 50,000/- (Indian Rupees Fifty Thousand Only) by way of Demand Draft (DD) along with the technical bid. The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder. No interest shall be payable by ReBIT in respect of such deposited Earnest Money. The Earnest Money of an unsuccessful Bidder shall be refunded

after the final decision on the Bids or on expiry of the validity period whichever is earlier on presenting receipt thereof.

Exemption for submitting earnest money shall be provided by the competent authority on submission of relevant documents as per prevailing policy.

The Earnest Money Deposit (EMD) may be forfeited:

- If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- If he/she withdraws/revokes his/her offer or modifies/changes the same during the validity of the Bid
- In case of successful Bidder, if the Bidder fails to sign the contract within the specified date from the date of issuing the Letter of Acceptance
- Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, ReBIT at its discretion may cancel the contract awarded to the selected Bidder without giving any notice
- Where the Bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.

5 Selection Process

- a) First Bidder needs to meet or exceed the minimum eligibility criteria as mentioned under Annexure K. It is of critical importance and non-compliance to it would lead to disqualification from further bidding process. Those bidders who qualify the “Minimum Eligibility Criteria” will only be eligible to participate in the ‘the Technical Bid’ and ‘the Commercial Bid’ process.
- b) In addition to the minimum eligibility criteria, the ReBIT will shortlist to his satisfaction the successful bidders based on Technical qualification criteria as outlined in this RFP, for consideration of Commercial bid opening.
- c) ReBIT will evaluate and rank bids based on Techno-Commercial ranking as outlined in section 8.3 of this RFP.
- d) The contract will be awarded to the successful bidder whose bid is determined to be most responsive and has been evaluated to be the highest Techno-Commercial ranking (TC1).

The decision of the ReBIT shall be final, in this regard. Any misrepresentation of facts may lead to outright rejection of the Bid.

6 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.

7 Payment Terms

Bidder will provide with the detailed cost sheet in INR as per the Annexure M. Selected Bidder would raise invoice as per the milestones defined below:

Sr.no	Milestone	Payment %
1	Selection of General Contractor for interior Fit out	30%
2	More than 50% completion of GC (General Contractors work – Interior & Fitouts) work or the with the approval of 2 nd interim payment of GC as acceptance by ReBIT	30%
3	Project Closure, handover to IFM team and sign-off from IFM and operation team; Project completion acceptance by ReBIT	30%
4	Completion of DLP period and closure of all project related activities & open issues	10%

The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful implementation and acceptance of all milestones/ deliverables/ activities set out in the Project Plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of payment.

After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received unless valid reasons for withholding are in effect. Penalties if applicable will be adjusted accordingly during payments.

7.1 Other Payment terms

- a. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from ReBIT.
- b. The successful Bidder will have to incur the stamp duty for franking of contract documents. The stamp paper and franking needs to be done in Mumbai only.
- c. 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), the ReBIT will make payment within thirty (30) working days of the settlement of such disputes.
- d. The fees payable by the 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 fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”) and GST-TDS* as applicable.

- e. * 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.

- f. 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.
- g. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. REBIT shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.
- h. 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 the 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, the ReBIT will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- i. If the 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, the 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, the ReBIT shall adjust the amount out of the payments due to the Bidder from REBIT along with the interest calculated as per the tax rate prevailing at the time of actual payment.

- j. 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 against the ReBIT and that the Invoice would be governed by the terms contained in the Contract concluded between the ReBIT and the Bidder”. Bidder should ensure that the project should not suffer for this reason.

8 Bid Evaluation Criteria

For the evaluation and selection of Bidder, a three-stage evaluation process will be followed. First, the Bidder has to comply with the “Minimum Eligibility Criteria” as detailed in Annexure-K, to qualify and participate in the Technical Bid evaluation process. Those bidders who qualify the “Minimum Eligibility Criteria” will only be eligible to participate in the ‘the Technical Bid’ and ‘the Commercial Bid’ process.

The contract will be awarded to the successful bidder whose bid is determined to be most responsive and has been evaluated to be the highest Techno-Commercial ranking (TC1).

8.1 Technical bid evaluation:

Sr. No.	Criterion	Points	Maximum score
1	Recent completed Projects in last 3 to 5 years Overall projects executed in the capacity of PMC/ PM (reference parameters: name of the project, overall project cost, size in sq. ft, land area, value of work, various works carried out), reference Site and contact details (reference parameters: Satisfaction / credential letter from client for completed projects with project details, contact information, etc.)		30
	1. 1 – 5 projects of area above 30,000 sq. ft;	10	

Sr. No.	Criterion	Points	Maximum score
	2. 6 - 10 projects of area above 30,000 sq. ft; out of this, at least 2 projects should be Govt / PSUs/ Semi Govt / Govt. Bodies	25	
	3. > 10 projects of area above 30,000 sq. ft; out of this, at least 2 projects should be Govt / PSUs/ Semi Govt / Govt. Bodies	30	
2	Numbers of similar projects / assignment executed in last 5 years		20
	1 to 3 projects having value more than INR 20 Cr	10	
	More than 3 and up to 5 projects having value more than INR 20 Cr	15	
	More than 5 projects having value more than INR 20 Cr	20	
3	Key Proposed professional staff qualifications and Competence for the assignment		15
	1. Type of resource (permanent/contract), total years of experience, past projects handled, key positions held)		
	2. Capability / Experience in Project Management Services in handling large projects including coordination with the local authorities, maintaining time schedule, monitoring and controlling the project in terms of Quality, Cost and time etc.		
	3. Qualification of the key resources (reference Certification in PMC or construction if any)		
	1. Resources (Project Manager and Site Engineer) relevant experience upto 5 years	5	
2. Resources (Project Manager and Site Engineer) relevant experience upto 10 years	10		
3. Resources (Project Manager and Site Engineer) relevant experience more than 10 years	15		
4	Overall Consultant / firm resources availability / strength		10
	> 10 Permanent resources	5	
	> 20 Permanent resources	10	
5	Presentation and Methodology		25
	Proposed approach, methodology, Project Plan and Risk Register including sound mitigation strategies. Work plan and project tools in PPT	25	
	TOTAL		100

- All the experience details for S.No. 1 and 2 shall be provided in the format provided at Annexure P.

- **Bidders who score overall 70 marks or above in the Technical Evaluation criteria will be declared as Technically Qualified for next stage. The Commercial bids of only the Technically Qualified bidders shall be opened for establishing the TC1 bidder.**
- **The Bidder scoring the highest technical score will be ranked as T_{HIGH}.**

In preparing the response to Technical Criteria, the Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal. The technical proposal should clearly demonstrate the Bidders understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP. While preparing the Technical Proposal, the Bidders must give attention to the following:

A. Recent Completed Assignments

- (i) A brief description of the Bidder's organization and an outline of recent experience on completed assignments.
- (ii) Bidder should have provided PMC services for the above project
- (iii) The projects should have been completed during the last three to five financial years -2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.

B. Resource Deployed

- (i) The assignment carried out by individual staff member or any associates prior to joining the Bidder cannot be called as the experience of the Bidder firm but may be referred to in the curriculum vita of staff proposed for the services.
- (ii) Key professional staff namely Project Manager, Site Engineer proposed shall be permanent/regularized employees of the Bidder.
- (iii) Proposed professional staff must have at least the experience indicated in the Scope of work
- (iv) Alternative professional staff who are currently not employed, shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

C. Presentation and Work Methodology:

The Bidder firm should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the

project's required outcome. The shortlisted Bidders shall be invited to deliver a presentation (15 mins presentation + 10 mins for Q&A) on the capability and shall include the following information:

- Organization structure, resource strength
- Reporting and recording system proposed for the work at the execution stage.
- Bidder's own Quality plan.
- Billing plan that might be used for contractor.
- SWOT of the organization in terms of PMC. Projects completed/ ongoing of similar size and nature.
- Hypothetical execution (work plan) stages in details
- Value Adds/ Differentiators if any
- Any other information required to be shared with ReBIT.

Note:

- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during valuation, zero (0) marks may be assigned to that parameter/factor.
- ReBIT reserves absolute right to discretion in case of any doubt regarding any evaluation criteria and the award of marks therein.
- ReBIT can call for any clarifications / additional particulars required, if any, on the minimum eligibility criteria / technical / commercial bids submitted. The Bidder must submit the clarifications / additional particulars in writing within 2 working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

8.2 Commercial Bid Evaluation

In the third stage of evaluation, the commercial bid submitted by the bidders who have qualified in the Technical evaluation process will be opened and thereafter, the Bidder with the lowest commercial bid will be ranked as C_{Low} .

The Bidders will have to submit the Commercial bid in the attached format - [Annexure M](#). The Bidder is expected to submit the Commercial bid exclusive of the applicable taxes (GST). Taxes and levies as applicable must be indicated in detail separately.

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.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail
- b. Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
- c. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- d. If there is discrepancy between unit price and total price, the unit price shall prevail
- e. 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.

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 the ReBIT will be free to accept the Total Bid amount as mentioned in the field “Total Cost of Ownership (TCO)” in relevant Annexure.

8.3 Techno - Commercial Scoring

During the ‘Techno-Commercial’ evaluation, the ‘Technical Bid’ score carries a weight of 70 percent, the ‘Commercial Bid’ score carries a weight of 30 percent. The ‘Techno-Commercial’ scores (70:30) will be arrived at for each qualified Bidder. The technical-commercial score shall be calculated (with appropriate rounding off to a whole number in case of decimals) as follows:

$$\text{Total Score} = (T / T_{\text{HIGH}}) * 0.7 + (C_{\text{LOW}} / C) * 0.3$$

Here, T and C are the technical and commercial scores of the respective bidders.

The Bidder with the highest total score will be selected as the successful Bidder. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

9 Bidding Process

9.1 Instructions for Bid Submission

- a) Bidders shall submit bids through email submission as a password protected attachments to procurement@rebit.org.in email id.
- b) It is requested to send two separate emails with subject line stating – “Technical Bid” and “Commercial bid” respectively before the bid submission timelines. Attachments should be as PDF with password protected, Email attachment size limit is 10 Mb.
- c) Separate email for technical bid email attachment password, should be shared by the bidder only after bid submission timelines and before bid opening meeting.
- d) Commercial bid password should be with bidders only, this password will be requested by ReBIT after technical evaluation completion and before commercial bid opening from only technically qualified bidders.
- e) Emails received after the bid submission timelines are liable for rejection and those emails are not considered as Valid bid submission emails.
- f) Bidders are permitted to submit only one relevant Commercial Bid. More than one Commercial Bid should not be submitted. The Bidders will need to submit the Commercial Bids in accordance to this RFP Schedule. All bids should be unconditional.
- g) Bidders are required to provide the relevant documents (proofs) confirming the bidder’s response as mentioned in section 8.1, as part of the technical bid submission.
- h) The bid responses should include Copy of the Bid document along with all clarifications released by ReBIT duly putting the seal and signature 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. The email address, Postal/courier address and phone / fax numbers of the Bidder shall also be indicated.
- i) Only single submission of response to RFP by each Bidder / respondent will be permitted.
- j) All responses including commercial bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by ReBIT, form part of the final contract between the ReBIT and the selected Bidder. Bidder is requested to

attach a letter from an authorised signatory attesting the veracity of information provided in the responses in the Annexure D Confirmation to Deliver. Unsigned responses would be treated as incomplete and are liable to be rejected.

- k) The authorised signatories of the Bidder should initial on all pages of the technical and commercial proposals. Submission Checklist can be used as a checklist.
- l) Commercial Bid:
- The commercial bid shall contain duly filled up forms/ documents/ instruments given in the Annexes mentioned below:
 - Compliance Certificate Commercial Bid Form (Refer [Annexure L](#))
 - Commercial Bid Format (Refer [Annexure M](#))
 - The pages of the commercial proposals should be properly numbered.
- m) The Bidders must ensure that the Non-disclosure agreement (NDA) are signed by the Bidder's Authorised Signatory. Relevant documentary evidence authorizing the authorised signatory to sign must be uploaded along with the Commercial Bid. The signed NDA needs to be uploaded on the portal. Proposals without a signed NDA will be rejected.
- n) The Bidder must submit the Commercial bid exclusive of GST for each line item in the relevant format in the concerned Annexure.
- o) The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the bidding process.
- p) Receipt of the bids shall be closed as mentioned in the RFP Schedule.
- q) The bids will be opened as mentioned in RFP Schedule.

9.2 General Guidelines

- The offers should be made strictly as per the formats specified.
- The Bid should not contain any erasures, over-writings or corrections using whiteners. Any corrections to be made would be by striking through the content being corrected and duly authenticating the corrections
- The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

- No rows or columns of the bid should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above, are liable for rejection.
- The ReBIT may at its discretion abandon the process of the selection of Bidder any time before notification of award.
- The Bidders may note that no information is to be furnished to the ReBIT through e-mail except when specifically requested for. ReBIT can seek clarification/information from the Bidder if required.
- It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id procurement@ReBIT.org.in. For this purpose, communication to any other email id or through any other mode will not be entertained.
- ReBIT reserves the right to pre-pone or post-pone the pre-bid meeting date. However, Bidders will be informed of the revised date of pre-bid meeting in advance to submit their queries to the ReBIT seeking clarification.
- The bids will be opened in the presence of authorised representatives of the Bidders. However, the representative of the Bidder must produce an authorisation letter from the Bidder to represent them at the time of opening of Commercial bids. A maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled date/time at the sole discretion of ReBIT.

9.3 Pre-Bid meeting

- a. ReBIT will schedule a pre-bid meeting after the RFP is issued.
- b. Any pre-bid queries can be sent to the designated email id procurement@ReBIT.org.in till the date and time mentioned in the RFP timeline will be formally responded to and questions/points of clarification and the responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking points of clarification will not be revealed. Alternatively, ReBIT may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not

- be entertained.
- c. ReBIT reserves the right to pre-pone or post-pone the pre-bid meeting date and/or change its venue. The Bidders will be informed of any changes to the date / venue of pre-bid meeting on the REBIT website in advance to submit their queries to the ReBIT seeking clarification.
 - d. All points discussed during the pre-bid meeting, if need be, may be posted on the REBIT website along with their responses.
 - e. For the pre-bid meeting, Bidders are required to inform the ReBIT at least a day in advance via procurement@ReBIT.org.in with participant details such as name, details of electronic devices if any, company name and mobile number and the authorized representatives shall produce the original authorization letter.
 - f. No queries will be entertained after the Pre-Bid meeting.
 - g. ReBIT reserves the right to pre-pone or post-pone the date for the walkthrough and/or change its venue. The Bidders will be informed of any changes to the date in advance.

9.4 Clarification on the Bid Document

- a. For any clarification with respect to this RFP, the Bidder may send an email to procurement@ReBIT.org.in. The format to be used for seeking clarification is mentioned in relevant Annexure N.
- b. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
- c. Email for clarification may be submitted to the ReBIT as per the date and time mentioned in the RFP timelines and clarifications for such queries shall be provided by the ReBIT or its representative in the pre-bid meeting. Request for clarifications after pre-bid meeting will not be entertained.
- d. Bidders Queries Pro-forma (as given in Annexure N for Bidders queries) should be emailed to the ReBIT only on the designated email ID procurement@ReBIT.org.in
- e. Bidders should provide their email address in their queries without fail since replies from the ReBIT will be by emails only.

9.5 Amendments to Bid Document

- a. Amendments to the Bid Document may be issued by ReBIT for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, prior to the deadline for the submission of bids, which will be placed on the ReBIT website.
- b. The amendments so placed on the ReBIT website will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, ReBIT may at its discretion extend the deadline for submission of bids.

9.6 Period of Bid Validity

The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

9.7 Format and Signing of Bid

The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. All pages of the bid documents except brochures if any are to be signed by the authorised signatory. All the pages of the bid should be serially numbered.

Forms with respective Power of Attorney should be submitted and signed by the authorised signatory. Unsigned bids would entail rejection of the bid.

9.8 Acceptance or Rejection of Bid

ReBIT reserves the right not to accept any bid, or to accept or reject a bid at its sole discretion without assigning any reason whatsoever.

9.9 Duration and Condition of Engagement

- a. ReBIT shall engage and appoint the successful Bidder to provide services as mentioned in this document and in consideration of remuneration payable by ReBIT to the Bidder.
- b. ReBIT will reserve the right to terminate the services of the successful Bidder at any point of the year under consideration without assigning any reasons. In such cases bidder will reimburse all the premiums paid on pro-rata basis.

- c. Information collected or provided to the Bidder would be confidential and shall not be used by him for any other purpose. The work/study carried out by the Bidder would be the sole property of ReBIT. The successful Bidder will sign a confidentiality agreement with ReBIT.
- d. At no point should Bidder use the name of ReBIT without prior written permission as a reference or to advertise itself in anyway.

9.10 Cost of Proposal

The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. REBIT shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. If selected, the 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. For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the Purchaser is:

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

10 General Instructions

Bidders must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by REBIT. However, whilst fully complying with the RFP requirements, Bidders are encouraged to provide any suggestions and solutions that may achieve a more cost-effective value-for-money approach to fulfilment of requirements.

- i. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this RFP will be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions provided in this RFP.
- ii. Any Proposal submitted will be regarded as an offer by the Bidder and not as an acceptance of an offer/proposal by REBIT. This RFP does not commit REBIT to award a contract.
- iii. The Bidder, selected for the solution, will have to enter into a contract directly with REBIT. The contract will contain various terms and conditions including payment,

delivery, installation & operationalization, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance. All the literature & information, provided by the Bidder for the solution and agreed to by REBIT, will also form a part of the agreement.

- iv. Bidders are required to complete, sign and submit in the required number of copies the formats given in the Submission Checklist as given in [Annexure A](#).

10.1 General Terms and Conditions

- a. Adherence to terms and conditions: The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such Bidders will be disqualified and will not be considered for the selection process.
- b. Execution of SLA: The Bidder should execute a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the ReBIT
- c. A declaration may be given by the Bidder stating that "No relative of the Bidders is working in ReBIT ". If anyone working in ReBIT is related to the Bidders, the name, designation and the department where the person is posted may be given. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and performance Bank guarantee will be invoked. The company or firm or the person will also be debarred for further participation in the concerned unit.
- The relatives for this purpose are defined as: -
 - Members of a Hindu undivided family (HUF).
 - Husband and Wife.
 - If one is related to the other in the manner as Father (includes step father), Mother (includes step mother), Son(s) (includes step son) & Son's wife (daughter-in-law), Daughter(s) (includes step daughter) and Daughter's husband (son-in-law), Brother(s) (includes step brother) and Brother's wife, Sister(s) (includes step sister) and Sister's husband (brother-in-law).

10.2 Language and validity of Proposal

The Proposal, as well as all related correspondence exchanged by the Bidder and ReBIT, shall be written in English language only. The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

10.3 Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify REBIT against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

If REBIT is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees. The Bidder shall also be liable to indemnify REBIT, at its own cost and expenses, against all losses/ damages, which REBIT may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

The Bidder shall indemnify and save harmless ReBIT from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against ReBIT by reason of any act or omission of the Bidder, his agents or employees, in the execution of the works or in his guarding of the same.

10.4 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 the Purchaser 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.

10.5 Confidentiality Undertaking and Non-Disclosure Agreement

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. The Bidder shall submit the confidentiality undertaking given under section in [Annexure H](#).

10.6 ReBIT reserves the right to:

- a. Reject any and all responses received in response to the RFP without assigning any reason whatsoever
- b. Cancel the RFP/Bid at any stage, without assigning any reason whatsoever
- c. Waive or Change any formalities, irregularities or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly and publicly notified on REBIT's website before the closure of the bid date.
- d. Extend the time for submission of all proposals and such an extension would be duly and publicly notified on REBIT's website.
- e. Considering the time is essence for the project, if the successful Bidder (TC1) fails to result in an agreement within a specified time frame, ReBIT may consider next eligible bidder or retender.
- f. Share the information/ clarifications provided in response to any queries made by any Bidder, with all other Bidder(s) /others on REBIT's website, in the same form as clarified to the Bidder raising the query.
- g. Any clarifications shared as per the date and time mentioned in the RFP timeline will be clarified in the same. All clarification requests must be informed to the email address mentioned above. ReBIT in its absolute discretion deems that the originator of the clarification will gain any advantage by a response to a question, then ReBIT reserves the right to communicate such query and respond to all respondents of the RFP. The successful Bidder cannot participate/ bid for providing any other services/ products under the project unless specifically approved by the ReBIT.
- h. Professionalism: The Bidder should provide professional, objective and impartial advice always and hold ReBIT's interest's paramount and should observe the highest standard of ethics while executing the assignment.
- i. Adherence to Standards: The Bidder should adhere to laws of land and 'rules,

regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

- j. No legal binding relationship: It may be noted that no binding legal relationship will exist between any of the Respondents of this RFP and the ReBIT, until execution of a contractual agreement.
- k. Conduct an audit/ongoing audit of the services provided by the successful Bidder.
- l. Disqualify any Bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process.

10.7 Evaluation and Comparison of Bids

Only bids from Bidders meeting the defined requirements and submitting complete and responsive bids will be processed to the stage of being fully evaluated and compared. The evaluation criteria shall be based on the requirements, stated in this document.

10.8 Notification of Awards

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to:

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

10.9 Authorised Signatory for signing the contract

The selected Bidder shall indicate the authorised signatories who can discuss and correspond with ReBIT, about the obligations under the contract. The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. The Bidder shall furnish proof of signature identification for above purposes as required by the ReBIT.

10.10 Contract Award, Performance Bank Guarantee and Execution

- a. 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 bidders can offer. It is understood that the proposal

will become a part of the official file on this matter without obligation to ReBIT

- b. The general conditions and specifications of the RFP and the successful Bidder's response, as amended by agreement between ReBIT and the Bidder, will become part of the contract documents. Additionally, ReBIT will verify Bidder representations that appear in the proposal. Failure of the Bidder to meet the mandatory requirements or criteria may result in elimination of the Bidder from competition or in contract cancellation or termination
- c. The successful Bidder shall at his own expense deposit with ReBIT within ten (10) working days of the date of notice of award of the contract, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure O, for an amount equivalent to ten percent (10%) of the total contract price (TCO) for the due performance and fulfilment of the contract by the Bidder
- d. Without prejudice to the other rights 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 resulting from the Bidder's failure to complete its obligations under the Contract. ReBIT shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default
- e. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid for thirty (30) days after the end or completion of the contract
- f. Failure of the successful Bidder to comply with the above requirement, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the contract
- g. The Bidder selected as the apparently successful Bidder will be expected to enter into a contract with ReBIT. If the selected Bidder 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 Bidder
- h. No cost chargeable to the proposed contract may be incurred before the Bidder has received a fully executed contract
- i. ReBIT will not reimburse the Bidder for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Bidder needs to ensure that these costs are included in their RFP response.

10.11 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.

10.12 No Employer-Employee Relationship

- a. 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.
- b. A self-declaration is required from the Bidder as part of the technical bid.

10.13 Subcontracting

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

10.14 Penalties and Liquidated Damages

The selected Bidder will need to meet the commitments and requirements as stated in the contract and RFP. Penalties will be levied in the following scenarios:

Schedule Deviation from the baselines Project Plan: A sum equivalent to 0.25% of the total contract value per calendar week of delay is levied as the penalty up to maximum 10% of Contract Value. ReBIT may reserve the right to terminate the contract with/ without any prior notice if there is a delay greater than 4 calendar weeks as per the schedule/ baselines Project Plan.

Incomplete Risk Register: For every unforeseen Risk/Surprise that is not captured/identified in the Risk Register by the selected Bidder, a sum equivalent to 0.25% of the total contract value and up to maximum 10% of TCO is levied as the penalty. In

addition, ReBIT may reserve the right to terminate the contract with/ without any prior notice.

Substitution of Project Team Members: During the Project, the substitution of key staff identified for the Project will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of ReBIT by providing other staff of same level of qualifications and expertise. If ReBIT is not satisfied with the substitution, ReBIT reserves the right to terminate the contract and recover payments made by ReBIT, if any to the Bidder during the course of this Project besides claiming an amount, equal to the contract value as liquidated damages. However, ReBIT reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by ReBIT) during the Project.

The liquidated damages is an estimate of the loss or damage that ReBIT may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract), of the solution by the Bidder and the Bidder shall be liable to pay ReBIT a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the contract. Without any prejudice to ReBIT's other rights under the law, ReBIT shall recover the liquidated damages, if any, accruing to ReBIT, as above, from any amount payable to the Bidder either as per the contract, executed between the parties or under any other agreement/ contract, ReBIT may have executed / shall be executing with the Bidder.

Liquidated Damages is not applicable for reasons attributable to ReBIT and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to ReBIT and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and ReBIT's official that the delay is attributed to ReBIT and Force Majeure along with the bills requesting payment.

10.15 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.

10.16 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.

10.17 Vicarious Liability

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

10.18 Ownership of Documents and Data

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

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

10.19 Other Terms

- a. ReBIT may at its discretion abandon the process of the selection of Bidder any time before notification of award without assigning any reason whatsoever.
- b. The bids will be opened in the presence of authorised representatives of the Bidders. However, the representative of the Bidder has to produce an authorisation letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. Only maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of REBIT.
- c. ReBIT reserves the right to select the next most responsive Bidder if the first most responsive Bidder evaluated for selection fail to result in an agreement within a specified time frame.
- d. The Bidders, who involve in any form of lobbying/ influencing/ canvassing etc., in selection process will be disqualified.
- e. The selected Bidder shall indicate the authorised signatories who can discuss and correspond with REBIT, regarding the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with REBIT. The Bidder shall furnish proof of signature identification for above purposes as required by REBIT.
- f. 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 REBIT.
- g. 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 REBIT or any of its employees/officers/

staff/representatives/ personnel/agents.

10.20 Proposal Response

Only one Submission of response to RFP by each Bidder / respondent will be permitted. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Bidder. In such cases, the person/s signing the bid should initial such corrections.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the Bidder. All pages of the tender documents except brochures, if any, are to be properly numbered, stamped and signed by the authorised signatory. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily.

At no point should Bidder use the name of REBIT without prior written permission to advertise itself.

If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by REBIT, form part of the final contract between REBIT and the selected Bidder.

10.21 Disclaimer

REBIT and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ReBIT and/or any of its officers, employees.

11 Annexures

11.1 Annexure A: Submission Checklist

Submission Checklist for Technical Bid

The Bidder must ensure that the following have been submitted as a part of the RFP 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)
Proposal Submission Covering Letter	<input type="checkbox"/>	<input type="checkbox"/>
Power of Attorney/ Board Resolution authorizing Bidder's employee to become the authorised signatory	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation to Deliver	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation of Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Deviation from RFP	<input type="checkbox"/>	<input type="checkbox"/>
Bidder Undertaking	<input type="checkbox"/>	<input type="checkbox"/>
Confidentiality and Non-Disclosure Agreement Undertaking	<input type="checkbox"/>	<input type="checkbox"/>
Self-Declaration for Relatives in REBIT	<input type="checkbox"/>	<input type="checkbox"/>
Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>
Demand Draft towards the Earnest Money Deposit.	<input type="checkbox"/>	<input type="checkbox"/>
Technical Bid as mentioned in 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Qualification Criteria	<input type="checkbox"/>	<input type="checkbox"/>
Experience Details	<input type="checkbox"/>	<input type="checkbox"/>
Experience in Mumbai / Navi Mumbai	<input type="checkbox"/>	<input type="checkbox"/>
Bidder to include Executive Summary along with Corporate profile, proposed account management and Support details,	<input type="checkbox"/>	<input type="checkbox"/>

Items	Submitted (Bidder)	Verified (REBIT)
Escalation Matrix, response and resolution turnaround time matrix, MIS and Reports mechanism etc.		

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 L: Compliance Certificate Commercial Bid Form	<input type="checkbox"/>	<input type="checkbox"/>
Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>

11.2 Annexure B: Proposal Submission Covering Letter

[Insert: Location, Date]

To: [insert: Name and Address of REBIT contact]

Madam/Dear Sir:

We, the undersigned, hereby offer to provide Project Management Consultancy services in accordance with your Request for Proposal dated *10 September 2020* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal.

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

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

We agree to abide by this Proposal as per the bid validity mentioned in this RFP.

We undertake, if our Proposal is accepted, to start the services as mentioned in this RFP.

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.

We remain,

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]

11.3 Annexure C: Technical Bid Form

[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: <i>[insert Authorised Representative's name]</i> Address: <i>[insert Authorised Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorised Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorised Representative's email address]</i>
6. Attached are certified copies of original documents of firm/ company named in 1: <ul style="list-style-type: none"> ○ Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney ○ Certificate from Chartered Accountant evidencing positive Net Worth of the Bidder. ○ Certificate of Registration of the business.

Detailed proposals on various aspects of Technical Bid

11.4 Annexure D: Confirmation to Deliver

(On letterhead of the Bidder)

To,

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

Dear Sir,

Re: RFP dated 1st September 2020 for Project Management Consultancy services for ReBIT

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

- 3 We agree to abide by this Bid Offer for 180 days from the last day of bid submission and our Offer shall remain binding on us and may be accepted by REBIT any time before expiry of the offer.
- 4 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.

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.

- 5 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".
- 6 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.

Dated this Day of2018

.....
(Signature) (In the capacity of)

Duly authorised to sign the Bid Response for and on behalf of:

.....
(Name and address of Bidding Company)

Seal/Stamp of Bidder

Witness name:

.....

Witness address:

.....

.....

Witness signature:

.....

11.5 Annexure E: Confirmation of Terms and Conditions

(On letterhead of the Bidder)

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

Dear Sir,
Sub: Request for Proposal for Project Management Consultancy Services

Further to our proposal dated 01 September 2020, in response to the Request for Proposal for Project Management Consultancy Services (hereinafter referred to as "RFP") issued by ReBIT. we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums, other documents and if required including the changes made to the original bid documents issued by ReBIT, provided that the only list of deviations has been furnished by us in the relevant Annex. These deviations are expressly accepted by REBIT and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. REBIT is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent 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.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

11.6 Annexure F: Statement of Deviation from RFP

(On the letterhead of Bidder's organisation)

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Annexure No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Place:

Date:

Signature of Authorised signatory with seal to sign the Bid for and on behalf of

11.7 Annexure G: Bidder Undertaking

(On letterhead of the Bidder's Organisation)

Date:

From:

To

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

Dear Sir,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its annexes), do hereby provide Project Management Consultancy Services in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of **6 months** from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee as per the prescribed format within the timescales stipulated in the RFP.

We undertake as a part of this contract for successful provision of the Project Management Consultancy Services.

Yours faithfully,

(Authorised Signatory)

In the capacity of _____

Duly authorised to sign the Bid for and on behalf of _____

11.8 Annexure H: 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 for Request for Proposal (RFP) floated for Project Management Consultancy Services, 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 purchase of Project Management Consultancy Services .

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
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 RFP floated for Project Management Consultancy Services, 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;

Yours sincerely

Signature and Stamp of Company

[Authorised Signatory (same as signing the proposal) – Implementation Partner]

Name:

Position:

Date:

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

11.9 Annexure I: Self Declaration Relatives in ReBIT

(On letterhead of the Bidder)

We certify that below mentioned are the complete details of relatives of our employees working at ReBIT

Sr. No.	Relationship with the employee (Mother/Father/Sister/Brother/Etc.)	Name of Relative	Designation	Department

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

(On 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]

Sub: Request for Proposal for Project Management Consultancy Services.

Further to our proposal dated 01 September 2020, in response to the Request for Proposal for Project Management Consultancy Services (hereinafter referred to as “RFP”) issued by Reserve Bank information technology Pvt Ltd (hereinafter referred to as “REBIT”) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorised Signatory

Designation

Bidder’s corporate name

11.11 Annexure K: 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	REQUIREMENTS	YES / NO	List of Documents Submitted
1	1. The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act, 1956/2013 and must provide the following details: <ul style="list-style-type: none"> <input type="checkbox"/> Registration number <input type="checkbox"/> VAT registration number, as applicable <input type="checkbox"/> GST registration number, as applicable 		
2	The Bidder should have a positive net worth and profit after tax making company in last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020. Audited Balance sheets to be submitted		
3	Annual Average Turn over from project management consultant work in last three financial years 2017-18, 2018-19 and 2019-20 of INR 50 lakh & above per year		
4	The Bidder should have a minimum similar working experience of 10 years as a PMC rendering services towards Interior furnishing of Office/ Institutional building/ commercial building. The PMC should have completed at least one similar work for Govt/ PSU/ PSBs and/or Semi Govt.		
5	Experience in execution of Smart Buildings: PMC should have experience in executing smart building with all modern amenities and state of the art technology using Green Interiors, eco-friendly materials, acoustics, etc.		
6	Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad. (Declaration is required from the bidder on his letter head.)		
7	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).		

	(Declaration is required from the bidder on letter head.)		
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Note:

1. **PMC work** shall include (Interior furnishing works viz. Civil, interior decoration, flooring, false ceiling, HVAC (Heating, Ventilation and Air Conditioning), Electrical, firefighting and allied works of Office/ Institutional building, commercial building etc).
2. **All the experience details shall be provided in the format provided at Annexure P.**
3. The Bidder should submit relevant documentation supporting the above minimum 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

11.12 Annexure L: Compliance Certificate Commercial Bid Form

Note: Shouldn't be part of the Technical bid submission. Should be submitted in separate sealed envelope.

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,

Subject: Tender dated _____ COMMERCIAL BID for the Project Management Consultancy Services

Having examined the Tender Document, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your ReBIT in conformity with the said Tender Documents for a total bid price of: _____

Indian Rupees in words and figures.

We attach hereto the Tender Commercial Response as required by the Tender document, which constitutes our bid.

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

If our Tender Response is accepted, we will obtain a performance Bank guarantee in the format given in the Tender Document, issued by a scheduled commercial ReBIT in India, for a sum equivalent to 10% of the contract sum for the due performance Bank Guarantee of the contract.

We agree to abide by this Tender Response for a period of 180 days from the last day of bid submission and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Tender Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and will initiate the formation of a separate contract in respect of maintenance and support services after expiry of the warranty period.

We agree that you are not bound to accept the lowest or any Tender 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 Tender Response without assigning any reason whatsoever.

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 including the "Prevention of Corruption Act 1988".

Dated this ____ Day of _____ 20XX

.....

In the capacity of

Duly authorised to sign the Tender Response for and on behalf of:

Seal/Stamp of Tenderer

Witness name:

Witness address:

Witness signature:

11.13 Annexure M: Commercial Bid Format

Note: Shouldn't be part of the Technical bid submission. Should be submitted in separate sealed envelope.

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

(On letterhead of the Bidder)

Sr No	Details	Amount in ₹	Applicable Taxes
1	Fixed Fee in INR (both figures and words) for Project Management Consultancy (inclusive of all taxes) for the defined scope in the RFP. Total Cost of Ownership (TCO)		
2	Taxes		
3	Grand Total (TCO + Taxes)		

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

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

Authorised Signature

11.15 Annexure O: Performance Bank Guarantee

Strictly Private and Confidential

Chief Executive Officer,

Reserve Bank Information Technology Pvt Ltd (ReBIT),

502, Building No. 1 , Mindspace Juinagar, Nerul, Navi Mumbai - 400706

Dear Sir,

PERFORMANCE BANK GUARANTEE – Services for Project Management Consultancy for ReBIT

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (Hereinafter, referred to as “the said Agreement”) with you (ReBIT) for Project Management Consultancy as detailed in the scope given in the RFP document, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price (TCO) of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

- 1 In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.
- 2 Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

- 3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said Agreement.
- 4 We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said Agreement.
- 5 We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.
- 6 In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- 7 We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- 9 If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (ReBIT).
- 10 This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

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

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

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

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure) ;
- This Performance Bank Guarantee shall be valid only up to (date, i.e., thirty (30) days after completion of the contract period) ; and
- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (date i.e. thirty (30) days after completion of the contract period).
- This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

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

11.16 Annexure P: Bidder's Experience

S.No	Information Sought	Information
1	Client's name	
2	Assignment/Job name	
3	Name and Contact Details of the Client	
4	Scope of 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 Work Order or Client Certificate or Certificate from Company Secretary	
12	Any other Supporting Document	

Signature of Bidder

Date

Place