



Setup and Implementation of ReBIT Private Cloud Sandbox Environment (RSB)

REQUEST FOR PROPOSAL (RFP)

(09 November 2020)
RFP: ReBIT/2020 / CPO / 015

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

Disclaimers and Disclosures

ReBIT has prepared this document to give background information to interested parties for participating in the RFP process for setup and implementation of “ReBIT’s Private Cloud Sandbox Environment” at our office located at Unit 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706. While ReBIT has taken due care in the preparation of this RFP document and believes it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive.

Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by ReBIT in submitting a bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right to modify the requirements as well as add or delete, as the case may be, to meet ReBIT’s requirements at any point of time. ReBIT reserves the right not to proceed with the RFP, to alter the Schedule of Events reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the tender without the Bidder having the right to object to such reissue.

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

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

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

Schedule of Events

Tender inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFP BID reference number	RFP: ReBIT/2020 / CPO / 015
RFP requirement	Setup and implementation of ReBIT Private Cloud Sandbox Environment based on HCI Infrastructure
Method of selection	Technically qualified with lowest commercial quote in reverse auction
Proposal security / Earnest Money Deposit	₹40,00,000 (Rupees Forty lakhs only) by demand draft form a scheduled bank in favour of Reserve Bank Information Technology Pvt. Ltd. or by a bank guarantee as per format in Annexure O
Availability of RFP documents	09-November-2020 RFP document shall be available on ReBIT's website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app) Bidder shall refer Annexure - V: Instructions to Bidder for Online Bid Submission
Last date and time for submission of pre-bid queries	19-November-2020 upto 16:00 Hrs Queries should be submitted in the format prescribed in Annexure - N of this RFP and sent to procurement@rebit.org.in
Pre-bid meeting	24-November-2020 at 15:00 Hrs Through Video conferencing. The video conferencing link will be shared with those bidders who are interested to participate in the meeting. The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at procurement@rebit.org.in along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.
Date of communication of responses to pre-bid queries and corrigendum, if any	07-December-2020 through ReBIT's website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)
Last date and time for bid submission (on or before)	28-December-2020 upto 15:00 Hrs through CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)
Technical Bid opening	29-December-2020 at 16:00 Hrs in CPP e-procurement Portal : (https://eprocure.gov.in/eprocure/app)
Technical presentation by Bidder	13-January-2021 onwards. Any change in the dates will be informed to participating bidders separately.

Price Bid opening	29-January-2021 at 11:00 Hrs. Any changes in the date will be informed to technically qualified bidders
Reverse Auction	03-February-2021. Any changes in the date will be informed to technically qualified bidders. Reverse Auction will be conducted by ReBIT's authorised service provider. Details will be shared with Technically qualified bidders.
Proposal validity	Proposals must remain valid up to 180 (One hundred and eighty) days from the last date of submission and reverse auction completion.
Name and address for communication	Head CPO Procurement COE, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706 Email: procurement@rebit.org.in

Purpose

1. Reserve Bank Information Technology Pvt. Ltd. hereinafter also referred to as 'ReBIT', issues this Request for Proposal, hereinafter called 'RFP'.
2. ReBIT proposes for the setup and implementation of ReBIT's Private Cloud Sandbox Environment and issues this Request for Proposal (RFP) for selection of a vendor for the aforementioned purpose.
3. ReBIT's Private Cloud Sandbox Environment hereinafter also referred as 'RSB'.
4. A vendor submitting proposal for the setup and implementation of RSB shall hereinafter be referred to as 'Bidder'.

List of Abbreviations

Terms	Definition
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill Of Materials
CPPP	Central Public Procurement Portal
CVM	Cloud Virtual Machine
DaaS	Desktop as a Service
DC	Data Center
DR	Disaster Recovery
EMD	Earnest Money Deposit
GPU	Graphical Processor Unit
HCI	Hyper-Converged Infrastructure
IaaS	Infrastructure as a Service
ICT	Information & Communications Technology
IPR	Intellectual Property Rights
IPS	Intrusion Precention System
LDAP	Lightweight Directory Access Protocol
LOI	Letter of Intent
MSA	Master Service Agreement
NDA	Non Disclosure Agreement
NAT	Network Address Translation
OEM	Original Equipment Manufacturer
OSD	Original Solution Developer
PoC	Proof of Concept
PO	Purchase Order
PBG	Performance Bank Guarantee
QoS	Quality of Service
ReBIT	Reserve Bank Information Technology
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RFP	Request for Proposal
RSB	ReBIT Private Cloud Sandbox Environment
SDS	Storage Defined Storage
SDN	Software Defined Network
SI	System Integrator
SIEM	Security Information and Event Management
SLA	Service Level Agreements
SOP	Standard Operating Procedure
SOC	Security Operations Centre
SP	Service Provider
TCO	Total Cost of Ownership
Vcpu	Virtual CPU

VDI	Virtual Desktop Infrastructure
VM	Virtual Machine
VNic	Virtual Network Interface Card

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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 will act as a catalyst for innovation, big systems and new ideas apart from having the capability to guide the regulated entities in the IT areas of their operations as also for ReBIT's IT related functions and initiatives. Given the need for interoperability and cross-institutional cooperation, ReBIT will effectively participate in setting up of standards to strengthen Reserve Bank's role as regulator. ReBIT is a 100% wholly owned subsidiary of the RBI.

2. Objectives of the RFP

In our mission to serve RBI in its emerging information technology (IT) and security requirements, ReBIT strives to build state-of-the-art technology skills and toolsets. With the articulation of the Utkarsh 2022 Vision by RBI and the attendant exercise to craft a Technology Vision document, the ReBIT efforts are being aligned to create capacity and capability to meet the emerging requirements.

Every IT project requires setup of infrastructure, networking and storage resources. The IT projects and service delivery can benefit significantly, if compute, networking and storage virtualization technologies are used that offer these as self-service with minimal touch-points to the user teams. In absence of these modern technology solutions at present, ReBIT faces infrastructure challenges due to inefficient resource utilization with respect to compute, storage, network, security, multi-tenancy, elasticity and cloud support.

ReBIT invites proposals from eligible Bidder for setup and implementation of production grade ReBIT private cloud sandbox environment (RSB). Solution should be based on HCI infrastructure within ReBIT's premises and it would host production ready and external facing applications such as but not limited to:

- Analytical Workbench/Knowledge System Laboratory, Exploratory purpose
- Document Management System
- Data storage
- Internal Control/Productive Systems and Applications (ICT Applications) such as Instant Messaging.
- CI/CD, DevOps toolkit
- Security solution
- CRM
- ReBIT Website/other portals,
- VDI/DaaS
- Data science, Developer Wiki
- Containerization services

It should support various environments such as Dev/UAT/PoC, Hybrid environment etc. based on multi-OS, will be hosted on it. It should be able to create on-demand infrastructure as per internal requirement. It should have capability to support DR(Disaster Recovery) in future.

2.1 The scope of this RFP of the RSB directly affects:

1. Time to deliver the RSB Infrastructure.

2. Cost of delivering the RSB Infrastructure.
3. Intended business outcome for ReBIT.
4. Key RSB Architectural Characteristics are below:
 - a. **Economical Consideration:** RSB should be built and able to operate at scale. It should be compatible with Hardware/Software upgrades to newer release versions so ReBIT can get all features/benefits and overcome vulnerabilities/bugs.
 - b. **Architecture flexibility & elasticity:** RSB should enable ReBIT to deploy quickly to determine the best fit of infrastructure for the business at any given point in time. RSB should align with new innovations which become available as the demands of the business evolve. It should be based on zero-trust architecture (Reliable way of preventing leaks of confidential data and lowering the risk of modern cyber-attacks against their network). Resources can be pooled and re-distributed/allocated to improve multiplexing and efficiency. Several resources or services in RSB should not be locked-in and facing under or over usage
 - c. **Automated Operations:** RSB must have reliable and aggressive strategy for automation that tightly link the system resources to application testing and deployment for production. It should have the flexibility to automate manual/repeated tasks.
 - d. **Low risk of failure:** RSB should function within failure-tolerance limits (as per SLA:Section No.26) so as to host mission critical applications for ReBIT.
 - e. **Cost and multiplexing trade-offs:** A pool of resources can be better shared to improve hardware cost trade-offs. Re-farming of underlying resources (CPUs, RAM) to optimize the VM locations.
5. Key Objectives of RSB:
 - a. Create best in class, software defined storage and network hyper-converged infrastructure (HCI) with virtualized compute, network and storage.
 - b. Scalable and modular design, leveraging open source components/software, thus promote the utilization of open source within ReBIT for better OpEx and CapEx.
 - c. It should have Smart rack in redundancy for Hyper Converged Infrastructure (HCI) server hosting which will support up to 10 KVA power and cooling system.
 - d. The proposed infrastructure that integrates servers, software defined storage and virtualization along with end-to-end systems management and operations management capabilities based on the estimated capacity mentioned in the section 2.2. Table and Annexure-D
 - e. Proposed solution hosted on hyper converged infrastructure combines x86based compute and storage resources with intelligent software to eliminate common pain points associated with legacy infrastructure.
 - f. There should be clear secured multi-tenants within the infrastructure to cater to development, testing and production environment including external vendor/systems access and GPU based environments based on multi-layered secured zones for application and DB. Tighter (supplementary) controls with respect to overheating of servers, due to natural throttling of CPU & GPUs.
 - g. Solution should include type 1 hypervisor and may support true multi-hypervisors.
 - h. Firewall / Unified Threat Management (UTM) will be integrated into a network which will prevent any incoming threats to the host's virtualized firewall and reduce risks to hosts on the subnet by filtering inherently insecure services. As a result, the subnet network environment is exposed to fewer risks, since only selected protocols will be able to pass through the firewall. It will secure the incoming traffic from virus, worms, malware & threats.
 - i. Servers will be configured in the two different zones /Virtual LAN (VLAN) as described below:
 - I) **De-militarized Zone (DMZ):** Less secured zone where all the web/application servers are proposed to be configured.
 - II) **Secured Zone:** Highly protected zone where all the database, backup, AD, AV and help desk servers are proposed.
 - j. Multi-tenancy with support for self-service resource reservation.

- k. Application is segregated by VLAN i.e. logical separation and isolation of the network. This prevents any breach or leakage of information.
- l. It will also be securing inter-departmental communication. This will prevent direct access to various servers and users due to which infected file if any will not propagate to entire network.
- m. The Virtual Machines (VM) will be assigned Logical Unit Numbers (LUN) from enterprise storage that are secured and protected for any unrestricted access.
- n. Based on the input, daily and weekly backup will be taken on disk, whereas monthly and yearly backup will be taken on the tape.
- o. Backup will be taken by Bidder as per mutually decided policy till the transfer phase.
- p. Bidder shall provide backup solutions to take the backup for storage and the systems as per defined backup policies like Virtual Tape Library (VLT), Tape drive etc.
- q. Single Management Console: It should have One Click Infrastructure Management, One Click Operational insights and One Click Capacity Planning:
 - I) It should support Backup, Disaster Recovery replication to cloud, backup node and all these capabilities can be configured and managed through this single management console.
 - II) Central dashboard should enable multiple clusters to be monitored and managed including consolidated alerts, available storage, performance in terms of both bandwidth and IOPS, and more.
 - III) Central dashboard should have capability to manage operational and security management control separately.
- r. All nodes use SSD not only for Caching but also as Capacity tier, ensuring all Virtual machines HOT blocks are serviced from Performance Tier
- s. Enterprise Storage Efficiencies: System which is designed to support varied workload (Database, App, Web, VDI workloads) on the same infrastructure with capability to Tune compression and deduplication efficiencies.
- t. It should support multiple OEM/hardware choice for future expansion.
- u. Should have SLA monitoring tool/system for monitoring SLA relating to performance, operations and security so that SLA measurement should be system driven and there is no dispute afterwards on the measure.
- v. Bidder is expected to do the proper sizing of VM density, average CPU per VM, average memory per VM, Cache per VM accordingly and choose the high core count processors which would provide substantial Sandbox environment pool hosting and virtualization performance throughput and improved CPU & GPU performance or virtualized workloads. Co-slotting of VM's with respect to GPUs need to be explored and configured appropriately.

2.2 Proposed RSB solution should meet the below mentioned resources (in usable state):

Estimated Capacity Requirement of ReBIT Private Cloud Sandbox (RSB)					
Year	Year 1	Year 2	Year 3	Year 4	Year 5
Growth		10%	15%	15%	10%
Usable Cores	324	32	49	49	32
Usable Capacity/Storage (TB)	100	10	15	15	10
Usable Memory (TB)	3	0.3	0.45	0.45	0.3
GPU (for limited cluster requirement)	Tesla V100 32 GPU or Equivalent	Should remain same as Year1	Should remain same as Year1	Should remain same as Year1	Should remain same as Year1

Estimated Capacity Requirement of ReBIT Private Cloud Sandbox (RSB)					
Year	Year 1	Year 2	Year 3	Year 4	Year 5
Proposed number of nodes required	9	1	2	3	1
Estimated Bandwidth (Mbps) [Active – Active setup by two ISPs]	50	Y1 + 10	Y2 + 10	Y3 + 10	Y4 + 20
Estimated IOPS per Node	1.25 lakhs-1.5 lakhs	Should remain same as Year1	Should remain same as Year1	Should remain same as Year1	Should remain same as Year1
Network Switches - (48 port)	4	0	0	0	0
Router & Firewall	2	0	0	0	0
Server/Application Load Balancer	2	0	0	0	0
Link Load Balancer	2	0	0	0	0
Network Sandbox	1	0	0	0	0

2.2.a Other Requirements: Bidder should propose hardware and software specifications to meet the above capacity requirements subject to proposed minimum requirement provided in the below table

Cores per Socket	24
Sockets per Node	2
Drives per Node	12
Proposed Hardware/Server	2*24 Core/384GB/12*1.92TB SSD/4*10G SFP
Backup Software	It should have capability to take application/data/VM backup/snapshot.

2.2.b Warranty/Support & Delivery Milestones:

Hardware Warranty	For year 1 to 2 -> 5 years warranty is expected for all applicable components For year 3 to 5 -> 3 years warranty is expected
Software Annual Support as per clause 5.7	Yes
Hardware Delivery and installation Requirement	6 weeks from the date of Contract / PO yearwise
Software Delivery and installation Requirement	Along with the Hardware yearwise
Completion of Build Phase as per clause 5.4	2 Months from Hardware & Software Delivery for year 1. For subsequent years, 5 days from hardware/software delivery.
Completion of Operate Phase as per clause 5.5	3 Months from completion of build phase of year 1
Completion of Transfer Phase as per clause 5.6	2 Months from the completion of operate phase of year 1

HCI Software may include Hypervisor, Cloud Orchestration, Operational software, Files software, Object Software, SDN Software etc. along with Data Protection and Recovery (D2D Device).

Solution should be scalable, and Bidder should consider above initial estimated quantity table and growth of the first 5 years. ReBIT should be able to add incremental components to scale-up with minimum hardware/software overhead. The growth for year 2 to year 5 is based on Year 1 base estimated size.

Bidder is expected to size VM density, average CPU per VM, average memory per VM, Cache per VM accordingly and choose the high core count processors which would provide substantial RSB pool hosting and virtualization performance throughput and improved CPU performance or virtualized workloads.

The Bidder should be an OEM or an authorized partner or System Integrator, should have skilled project team members and support personnel for setup and implementation of RSB.

3. Invitation of Tender Bids

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

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

All offers of the Bidders shall be unconditional and once accepted (with or without modifications) by ReBIT shall be binding between ReBIT and such Bidder.

The Document can be downloaded from ReBIT's Website: <https://rebit.org.in/procurement>

This RFP is also published on Central Public Procurement Portal (www.eprocure.gov.in). The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal using valid Digital Signature Certificates. More information useful for submitting online Bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

Bidders are required to enrol on the e-procurement module of the CPP Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment". Enrolment on the CPP Portal is free of charge.

As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing and encryption usage) issued by any Certifying Authority recognized by CCA India, with their profile. Only one valid DSC should be registered by a Bidder.

Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidder is then required to log in to the CPP Portal through the secured log-in by entering their user ID/password and the password of the DSC/e-Token

The Bidders shall submit their prequalification, technical and Financial Bids in the standard formats prescribed in this RFP at www.eprocure.gov.in. The Bidders should upload the scanned copies of all relevant certificates, documents etc. on www.eprocure.gov.in in support of their Technical Bid. The Bidder should sign on all statements, documents etc. uploaded by them owning responsibility for their authenticity. Bids must be submitted online by the last date and time indicated in the "Schedule of Events". Bidders shall refer Annexure - V Instructions To Bidder for Online Bid Submission

4. Minimum Eligibility Criteria

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

5. Scope of Work

5.1 Introduction

1. The scope of work for end-to-end setup and implementation of RSB includes system requirement specification (hardware and software components), , system integration, deployment as part of RSB build, train users and transfer to ReBIT, Built Operate and transfer (BOT) model.
2. Both OEM/OSD & their authorized partner cannot participate in the RFP. In case, both OEM & his authorized partner participates, only bid of the OEM/OSD will be considered.
3. If any Bidder submits Bid on behalf of one OEM/OSD, the same Bidder shall not submit a Bid on behalf of another OEM/OSD. Any bid submitted with options of multiple OEMs within the Bid shall be treated as Bid submitted on behalf of multiple OEMs by the Bidder. ReBIT reserves the right to reject such bids.
4. The proposed solution must include all the hardware, software, services and other components necessary to meet the given requirements and carry out the necessary activities as described in this section as well as the deliverables section given below. Activities must cover whatever is necessary to build the solution, deliver, train, and support ReBIT personnel during the contract period.
5. Partners/associate of OEM's to be preferably benchmarked in reputed analysts firms such as Gartner, BCG, ITC.
6. The RSB must include a virtualization layer having capability of provisioning and management of IT infrastructure resources.
7. Open source components if included in the solution should be necessarily high quality and with enterprise grade support.
8. The proposed platform must generate required logs (Event logs, Security logs, audit logs etc.) and must be integrable with enterprise monitoring solution (EMS), security operations centre (SOC) and SIEM system. Platform should expose API(s)/Webservices for the said integrations.
9. Project kick-off deliverables/artefacts should be handed over to ReBIT followed by ReBIT's validation of the same based on indicative timeline.
10. ReBIT proposes for setup and implementation of RSB with required software licenses at ReBIT's premise, Mumbai. The details of technical specifications are indicated in

Annexure D attached herewith.

11. The selected Bidder shall carry out an exhaustive requirement gathering exercise with ReBIT and conduct detailed assessment for understanding the requirements before submitting the bid.
12. The selected Bidder must translate all requirements into Solution Architecture documents including deployment, network, security, functional and non-functional requirements.
13. In case of any change in requirements, the selected Bidder shall validate the same with ReBIT and update the (Solution Architecture Document (SAD)) accordingly.
14. If there is any/whatsoever gap/interpretation/ misunderstanding between ReBIT's requirement and Bidder/OEM understanding on proposed solution, it will be the responsibility of Bidder/OEM to fill up the gap on time without any extra cost to ReBIT during implementation of Project/Warranty/AMC/ATS.
15. All the parts/items/components/software/hardware/licenses delivered for the proposed solution as per specification in this RFP should be covered under comprehensive warranty / AMC/ATS except for consumables.
16. Offered products should be latest and should not have End Of Life / End Of Support before warranty expires.
17. In cases where the offered model is being superseded with new model by OEM due to better technology / specifications etc., the successful bidder is required to offer the new model at no extra cost or charges to the ReBIT.
18. It will be responsibility of the Bidder to setup the backup environment and to take the backup of the applications hosted on RSB. The Bidder shall provide necessary setup (tape library, software etc.) as per applicable for the backup environment.
19. Periodic reporting as per the requirements stipulated in this document, as well as ReBIT's policies and guidelines issued from time to time are included in the scope.
20. Web-based dashboards with continuous real-time status updates as well as relevant statistics form and other reporting requirements are also included in the scope. Issue Management responsibilities include establishment of a web-based collaborative issue management tool wherein all the issues raised and discovered while the project is recorded, tracked and managed effectively.
21. The proposed solution should support virtualized application environments and should maximize the benefits of virtualization. It should be designed to provide the Reliability, flexibility and performance in a virtual setup.
22. The Bidder shall propose Support & Subscription services from the OEM with unlimited number of support requests, On-site support, access to product updates/upgrades and 24x7 supports for Severity Level-1 issues.
23. Detailed process documentation, SCD (System Configuration Documentation) and SOPs (Standard Operating Procedure) and management of solution should be created and submitted before project signoff.
24. Technical and functional documentation, training manual of the entire project should be submitted to ReBIT in Printed Book Format as well as Digital form.
25. The Bidder, if not the OEM shall provide Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices. The entire hardware and software supplied under this RFP must be installed by OEM(s) and configured by Bidder. The Bidder to make necessary arrangement for the same and ReBIT will not pay any additional cost for implementation/configuration by OEM.
26. All documents submitted by the Bidder must be in the format specified by ReBIT. ReBIT reserves the right to ask for re-work on the submitted document(s) in the delivery of Project, the Bidder is required to do the said re-work without any added cost to ReBIT. All deliverable milestones will be considered as completed only when they are explicitly accepted by ReBIT.
27. The successful Bidder must provide the educational as well as background verification of the onsite resources to ReBIT before deploying the resources at ReBIT.

28. The supplier has to ensure on-site support for resolving all hardware and software related issues, including setup, installation and configuration of OS and other required software for the proposed solution, during warranty and AMC (Annual Maintenance Contract)/ATS (Annual Technical Support) period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
29. The major responsibility of the Bidder is Supplying, installing/ re-installing, commissioning and maintenance of proposed RSB at ReBIT's Premises. The scope covers end to end installation of whole setup and making them operational, imparting training on the same to ReBIT officials by OEMs.
30. Bidder should provide all required technical support while integrating existing security solutions with HCI platform without any additional cost to ReBIT. (Refer Annexure D for security solution details).

5.2 Project Kick-off

1. The Bidder must provide complete/detailed of the Project Plan required for RSB including the following within One week of signing of the Contract with ReBIT.
 - Solution Architecture (Functional and Non-Functional)
 - Security Architecture
 - Deployment/Network Architecture
 - Resource Details
 - Bill of Materials – build
 - Hardware & Software
 - Project Plan
 - Risk/Mitigation Plan including security risks
 - Apps migration strategy plan, Handover
2. The selected Bidder should start the project kick-off from 7 working days from the date of signing of contract.

5.3 Hardware

1. The Bidder must provide complete/detailed commercials of the hardware required for RSB in the commercial bid.
2. Offered products should be latest and should not have End Of Life / End Of Support before warranty expires.
3. In cases where the offered model is being superseded with new model by OEM due to better technology / specifications etc., the successful bidder is required to offer the new model at no extra cost or charges to ReBIT.
4. The Bidder must provide detailed hardware sizing as per above Capacity Requirement table 2.2 pertaining to all components of the solution in the technical bid.
5. The selected Bidder shall provide the hardware proposed which will be owned by ReBIT and hosted at ReBIT site.
6. Yearwise hardware or required components unboxing, installation and complete configuration should be done at ReBIT premise.
7. ReBIT may place PO as and when required (earlier or later than the timelines mentioned in table 2.2) for Hardware requirement mentioned in Table 2.2 for Year 2 to Year 5 for capacity enhancement. Bidder must provide such hardware necessary build and support without any additional cost.
8. ReBIT reserves the right to procure the hardware during Year 2 to Year 5 as and when required, either through this RFP or separately.

9. Proposed Link load balancer should be capable to handle two active-active 200Mbps Internet links load.
10. Bidder should provide all the necessary cabling for the Hardware connections which includes fibers & copper and also provide interrack cabling.

5.4 Software

1. The Bidder must provide list of software licenses pertaining to all components of the solution in the technical bid.
2. Offered products should be latest and should not have End Of Life / End Of Support before warranty expires.
3. In cases where the offered software is being superseded with new model by OEM due to better technology / specifications etc., the successful bidder is required to offer the new model at no extra cost or charges to ReBIT.
4. The Bidder must provide complete/detailed commercials of the software licenses required for RSB in the commercial bid.
5. The selected Bidder shall procure the software licenses proposed & yearly basis which will be owned by ReBIT. However, ReBIT reserves the right to procure the software licenses proposed by the Bidder directly from respective vendors / OEMs, if required.
6. ReBIT may place PO as and when required (earlier or later than the timelines mentioned in table 2.2) for Software requirement along with Hardware requirement for Year 2 to Year 5 for capacity enhancement. Bidder must provide such software, necessary build and support for the same without any additional cost.
7. If any freeware/community software is required to be used, then Bidder should provide such details. After approval from ReBIT security team such freeware/open source software can be used to fulfil the requirement.
8. ReBIT reserves the right to procure the software during Year 2 to Year 5 as and when required, either through this RFP or separately.
9. The software should have capability to take application/data/VM backup/snapshot.

5.5 Build

1. The selected Bidder shall build the RSB Platform at ReBIT's premise for Primary site with the proposed hardware, software and services.
2. Selected Bidder should deliver the RSB platform based on the solution architecture signed off by ReBIT. However, if additional Hardware / Software are required on a later date to meet the specifications mentioned in this RFP, the same shall be provided by the Bidder at no additional cost to ReBIT.
3. The selected Bidder shall setup and implement RSB infrastructure before go-live with necessary deliverables (Setup Hardware, Deployment of RSB and other software components, Configuration based on Technical Requirements, Integration Validation within ReBIT Infrastructure) and required validation (Functional and Non-Functional Validation based on Technical Requirements, Security Validation based on Technical Requirements, Acceptance, Validation, Utilization of RSB setup) of complete RSB platform.
4. The selected Bidder shall ensure confidentiality of all source codes/scripts and documentation related to RSB project.
5. The selected Bidder shall facilitate ReBIT to inspect / audit progress of the RSB project at ReBIT.
6. The selected Bidder shall code/scripts/test cases to review internally and facilitate reviews by persons / entities appointed by ReBIT.
7. The selected Bidder must deploy version control software and maintain version control on the source scripts, codes and documents.

8. The selected Bidder should deliver all deliverables including scripts/codes pertaining to build of RSB for primary site. Any customized scripts/codes done is ReBIT's Intellectual Property (IP). Open source tool customization should be submitted back to community as per open source policy.
9. The selected Bidder must perform validation of the RSB platform before, during and post deployment.
10. The selected Bidder shall setup the validation environment at ReBIT and prepare a detailed installation and configuration guide.
11. The selected Bidder shall deploy the developed codes/scripts in the test environment and prepare a detailed deployment guide.
12. The selected Bidder shall prepare test plans for integration testing and system testing and execute these test plans in the test environment with test automation suite.
13. The Bidder should handover test automation suite which can be used by the ReBIT for regression testing. The Bidder should provide updates to this suit during course of RSB setup and implementation and when undertaking change requests.
14. Post successful integration and system testing, the selected Bidder shall prepare test plans for performance testing (normal conditions), load testing (peak load conditions) and stress testing (extreme load conditions) and execute these test plans in the test environment.
15. Post success of performance testing, load testing and stress testing the selected Bidder shall prepare the test environment for user acceptance testing and VAPT/RA/Network security audit by ReBIT.
16. The selected Bidder shall prepare test cases such as demonstrate creation of new VM, provision additional capacity for VM, demonstrate auto provisioning of capacity with load test using one ReBIT application to be hosted on RSB, demonstrate high availability whereby new instance is automatically started upon existing instance crashing etc. for user acceptance testing and execute the same in the test environment.
17. The selected Bidder, technical resource shall be present at ReBIT site to handhold the users during the user acceptance testing process.
18. Post success of user acceptance testing, as approved by ReBIT, the selected Bidder shall facilitate ReBIT or ReBIT appointed vendor in conducting vulnerability analysis and penetration testing of the solution in the test environment and close all identified issues prior to go-live.
19. After initial setup bidder should add required additional capacity as per ReBIT requirements mentioned above in Capacity Requirement Table 2.2.

5.6 Operate

The selected Bidder shall operate the RSB at primary site for ReBIT for a period as specified in Table 2.2.b.

The selected Bidder will ensure seamless operation, optimal stabilization and smooth functioning of RSB and shall provide documentation for Standard Operating Procedure for day to day operations.

The Bidder shall provide the SLA dashboard reporting and analytics, management consoles on monthly basis.

5.7 Training and Transfer

1. The bidder shall carry out all the activities of operate phase.
2. The selected Bidder shall prepare detailed user manuals, training material, User FAQs and e-learning modules for users of RSB such as Cloud Administrators, Tenant Users, Cloud Support Engineers, Cloud Architects, Cloud Security Engineers, IT Support Staffs, and Application Users.

3. The selected Bidder shall conduct in-person training sessions at ReBIT for users as specified by ReBIT.
4. The selected Bidder shall prepare DRS (Detailed Requirement Specifications), configuration and integration document, administrator / technical manuals for all aspects of the solution.
5. The selected Bidder will transfer operations of RSB to ReBIT post completion of training and acceptance of all submitted documented artefacts.
6. Training should be accepted as completed when 75% satisfactory feedback will be received from attendees. If training rating satisfactory less than 75% of attendees, then the selected Bidder shall repeat the training session(s) at no additional cost to ReBIT.

5.8 Onsite Warranty, ATS

1. It would be mandatory on the Bidder to provide a Warranty mentioned in Table 2.2.b. The Warranty period would commence from the date of issue of Completion Certificate by ReBIT. During the Warranty period the Bidder would be required to undertake all necessary modifications not falling under the purview of 'Continuous development' such as updates, bug fixes, changes in the application or any other support as and when required at no extra cost.
2. As the late sign-off of any solution may impact the Warranty / AMC timelines under back-to back agreements of SI with OEM, they are advised to take care of the same in their agreements with OEMs. ReBIT will not consider any request for adjustments in such cases with full OEM support services.
3. The Bidder warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
4. The products offered by the bidders must conform to the highest quality and standard. In case of software, the vendor should guarantee that the software supplied to ReBIT is licensed and legally obtained.
5. The Bidder has to provide comprehensive On-site replacement warranty.
6. The warranty will cover all supplied components including Software, Appliance etc. and with start after project acceptance & Signoff.
7. The software/hardware deployed for this project shall be under Comprehensive Warranty covering update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications.
8. All Softwares, components, appliance etc. supplied & commissioned for RSB System / solution shall be of latest version during Warranty/ATS Period.
9. If the Software/Solution does not perform in accordance with the Contract during the warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the selected bidder's expense and shall include all media, parts, labour, freight and insurance to and from the location site.
10. If any defect in the Software/Solution is not rectified by the selected Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the ReBIT: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.
11. Despite any other provision, ReBIT, may return a defective Software/Solution to the Bidder within Sixty (60) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to: a) components; b) missing items; and c) Software that are not the most current version at the time of shipping d) Appliance etc.
12. The Bidder shall provide, for all Software/Solution components, telephone support to ReBIT for assistance with the operation of the Software/Solution.

13. The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, software, Appliance etc. against any manufacturing defects during the warranty period.
14. Bidder shall carryout hardening of OS (Operating System), patch management activity and other configuration on OS, related software, etc., (which is provided under this RFP) as per the requirement of the ReBIT or VAPT (vulnerability Assessment and Penetration Testing) Observations / audit of the ReBIT during the warranty/AMC/ATS period as per ReBIT's requirement. Bidder must undertake BIOS, OS, etc. upgrade wherever the requirement is felt/identified/put-forward by ReBIT (during Warranty/AMC/ATS). ReBIT conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit once in 6 months. The vendor/supplier needs to comply with the findings of the VAPT within stipulated time in terms of the hardware / OS / applications provided under this RFP.
15. Warranty should not become void if ReBIT buys any other supplemental hardware/software from a third party and installs them with this hardware/software. However, the warranty will not apply to such supplemental hardware items installed. The Bidder is expected to ensure same maintenance standards as under section System maintenance standards.
16. At the same time, the Bidder should provide all the required spare parts during the contract period. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to ReBIT, during the currency of warranty period and AMC.
17. If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to ReBIT.
18. If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately replace the defective unit or replace it at its own cost or provide a standby (of equivalent or higher capacity).
19. The Bidder has to ensure on-site support (without any extra cost) for resolving all Hardware, software & OS related issues, including re-installation of Software / OS and other software mentioned above, due to any reason what-so-ever, during warranty and AMC/ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter). Bidder should also keep note that no remote access to support personnel will be provided for RSB.
20. During the warranty period the Bidder should undertake to provide ReBIT free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc. as and when required) from the date of Hardware/Software installation report sign-off commissioning of the Systems. The Bidder should maintain critical components supplied under this RFP.

Note: Bidders need to provide report for support for ReBIT's review and approval after the contract is awarded to them during the warranty and AMC period.

5.9 Change Management

1. ReBIT may request for customisation / development during ReBIT RSB Setup / Build, Operate , Transfer phase. Both parties will work together to agree on change management scope and requirement.
2. However, change management will not include:

- a. Changes required due to updates / patches / bug-fixes / etc., of any component of the RSB solution.
 - b. Changes required to make in RSB to meet IS security policy/standards, VAPT/RA compliance.
 - c. Changes required due to obsolescence of any component of the RSB solution.
 - d. Changes to any hardware or software specification
 - e. Changes required due to change of license / subscription conditions of any component of the RSB solution.
 - f. Changes required due to design, development or deployment flaws.
 - g. Changes required due to change in law of the land.
 - h. Changes required due to performance or uptime issues.
3. The selected Bidder must present details of the proposed change, dependencies, effort estimation (in person days / hours), time required for development, testing, validation and deployment along with impact assessment to ReBIT for validation.
 4. The selected Bidder shall prepare test cases for user acceptance testing of the changes.
 5. The selected Bidder shall prepare the test cases for user acceptance testing by ReBIT.
 6. On acceptance by ReBIT, the selected Bidder shall prepare release document with indicative schedule and rollback mechanism, for approval by ReBIT.
 7. After ReBIT's approval, only the selected Bidder should implement the changes in the production environment in a controlled and phased manner by its personnel on-site. If required, rollback or re-work to be done by selected Bidder without any additional cost to ReBIT.
 8. The selected Bidder shall document all changes / releases and update all project related documentation to incorporate the changes.
 9. Change management with above mentioned parameters/change request must be fulfilled as per timelines agreed during the project without any additional cost.

5.10 Project Management

1. The selected Bidder shall prepare a detailed project and resource deployment plan and provide weekly status updates to ReBIT highlighting progress, issues, delays, risks and mitigation plans.
2. The selected Bidder shall provide performance and SLA compliance reports to ReBIT at agreed intervals.
3. Ensure that all key issues and operational metrics are presented to the ReBIT on a regular interval.
4. Create a strong compliance framework supporting IMS framework (ISMS, ITSMS, BCMS framework, GIGW, W3C), cyber security framework, risk and privacy framework etc.
5. ReBIT or a committee designated by them for this specific purpose will review all relevant Policies/ Processes/ Guidelines/ SOPs/Technical documentations (such as Solution Architecture including Deployment, Network and Security, System Requirements Specifications, Business Requirement Document) etc. and designated security teams to perform tests for validating the effectiveness and coverage of business and IT controls, perform periodic assessments for security assessments, privacy, SLA and monitor performance of the RSB Platform and ecosystem partners.

6. Terms for Execution of Work

1. The selected bidder shall sign the Master Services Agreement (MSA) within 15 days from notification of award. The Bidder should execute a Master Service 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.
2. The Bidder shall deliver the hardware/software required to build RSB as mentioned in Table

- 2.2.b. In case of delay in delivery of equipment, penalty will be charged as per SLA terms.
3. The Bidder shall complete the entire build phase as mentioned in Table 2.2.b. Any delay beyond stipulated period will attract an additional penalty, as mentioned in the SLA. Part of the week will be considered as full week.
 4. The Bidder will operate the RSB for a period as mentioned in Table 2.2.b. from the date of Go-live and acceptance by ReBIT. The successful bidder shall provide complete on-site user training of RSB and all its components to 15 ReBIT resources for a period of 3 weeks post operate phase and assist in transfer within timelines as mentioned in Table 2.2.b. from end of operate phase.
 5. The Bidder shall provide warranty from the date of acceptance of build as mentioned in Table 2.2b.
 6. Bidder shall provide the additional hardware and software resources as per table 2,2 till the 5 year tenure. It will be bidders responsibility to install, configure, test the resources in the existing RSB setup. Bidder should provide the comprehensive execution plan and support with necessary documentation.

7. Locations to be covered

The equipment being procured will be delivered & installed at Primary site ReBIT offices including the ReBIT own/hosted data centers at Navi Mumbai. However, ReBIT reserves the right to change locations/add new locations (with mutual agreement if required) as per ReBIT's requirement within India. Cost for travel of Bidder's personnel travel from other locations in India and hotel/incidental expenses are to be borne by Bidder.

8. Price Validity

1. The prices / rates quoted should be valid for 180 days from Bid submission and finalized prices shall remain valid for contract period from the last date of submission of commercial bid and reverse auction completion.
2. The commercial offer shall be on a fixed price basis, no upward revision in the price would be considered.

9. Cost of Bidding

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

10. Language of Bid

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

11. Instructions for Bid Submission

1. This RFP process shall be administered through the e-procurement portal specified in Schedule of Events.
2. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>), if not done earlier. The detailed instructions are provided at Annexure - V.
3. All the necessary documents requested in the RFP shall be uploaded in the CPP portal.
4. The authorised signatory representing the Bidder shall digitally sign all proposal documents uploaded on the e-procurement portal.
5. The Bidder, after submitting its Bid, is permitted to withdraw/alter/modify their Bid so long such withdrawal/alterations/ modification are before the cut-off date and time of submission of bids. Any withdrawal/amendment/modification request received after the prescribed date and time of receipt of tenders will not be considered.
6. ReBIT reserves the right to resort to re-tendering without providing any reason whatsoever. ReBIT shall not incur any liability on account of such rejection.
7. ReBIT further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a Bidder.
8. ReBIT reserves the right to disqualify the Bidder/(s), if Bidder/(s) have not completed any project successfully in ReBIT in stipulated time i.e. Supply, Installation, Setup, Implementation etc in the past or having poor performance record.
9. ReBIT reserves the right to modify any terms, conditions or specifications of RFP before date and time of submission of bids. Bidder must submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the ReBIT's website (<https://rebit.org.in/procurement>) along with the CPP Portal and will be binding on all Bidders and no separate communication will be issued.
10. ReBIT, at its discretion, may extend the deadline for a reasonable period as decided by ReBIT for the submission of bids.
11. No query, post pre-bid meeting and clarification shall be allowed.
12. Bids received after cut-off date and time will not be considered.

11.1 Bid Security/ EMD

1. The Bidder should deposit bid security of ₹40,00,000/- (Rupees Forty lakhs Only) in the form of a demand draft in favour of Chief Executive Officer .Reserve Bank Information Technology Pvt. Ltd., payable at Mumbai or a Bank Guarantee issued from Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFP with claim period of one month.
2. The scanned copy of DD/ BG should be submitted along with technical bid and the original DD/BG shall be couriered to the below address so as to reach us on or before the date of opening of technical bid:
Address: The Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai – 400706)
3. The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder.
4. No interest shall be payable by ReBIT in respect of the EMD amount.
5. The EMD is refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders.
6. The EMD of an unsuccessful Bidder shall be refunded within 30 days after the final

- decision on the Bids or on expiry of the bid validity period whichever is earlier.
7. The unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning the bid security amount as per Annexure M.
 8. Exemption for submitting EMD shall be provided by the competent authority on submission of relevant documents as per prevailing policy.
 9. The Earnest Money Deposit (EMD) may be forfeited:
 - If the successful bidder withdraws/revokes offer or modifies/changes the same.
 - If the successful bidder fails to submit the Performance Bank Guarantee within the stipulated period. Additionally, ReBIT at its discretion may also cancel the contract awarded to the selected Bidder without giving any notice.
 - If the successful bidder makes any statement or encloses any form/document which turns out to be false/incorrect/mis-representation at any time during the RFP / Contract finalization of successful bidder / signing of the contract.
 - Where the Bidder, withdraws after opening of Part I / Technical Bid at any time before finalization of successful bidder without any satisfactory / valid reasons. If any technically qualified bidder fails to login into the Reverse Auction portal, then the same will be treated as withdrawal of the Bid.
 - If the bidder makes any statement or encloses any form/document which turns out to be false/incorrect/mis-representation at any time during the RFP process.

11.2 Performance Bank Guarantee (PBG)

The successful Bidder shall provide a Performance Bank Guarantee for 10% of the Total Cost of the Project as arrived at Annexure G for a period of 7 years to cover the warranty period within 15 days from the date of notification of award in the format as provided in Annexure P with a claim period of 3 months and such other extended period as ReBIT may decide based on performance of the Bidder and project obligations. The PBG should be provided from any scheduled Commercial Bank only.

If the Performance bank guarantee is not submitted within the stipulated time, ReBIT reserves the right to cancel the order / contract and the earnest money deposit shall be forfeited from the successful Bidder as mentioned at S.No 7 of Clause 11.1.

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

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

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

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

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

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

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

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

11.3 Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the submission date of bid and reverse auction completion. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by ReBIT in case of need.

11.4 Amendment in RFP Documents

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

11.5 Pre-Bid Meeting

For the purpose of clarifications of doubts of the Bidders on issues related to the RFP, ReBIT intends to hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any Bidder shall be entertained / received after the mentioned date. Queries raised by the prospective Bidder(s) and ReBIT's response will be available at ReBIT website. Only authorized representative of Bidder(s) (maximum two) will be allowed to attend the Pre-bid meeting.

Any modification of the RFP, which may become necessary as a result of the Pre- bid meeting will be made available by ReBIT exclusively through the issue of a Corrigendum which will be published on ReBIT's website www.rebit.org.in/procurement and CPP Portal.

One or more pre-bid conferences may be held for clarifying issues/clearing doubts (if any), about the specifications and other allied technical/commercial details of the equipment, product and services projected in the tender document and for ensuring that the technical requirements provide a level playing field. The date, time and place of the pre-bid conference will be as indicated in the RFP document.

ReBIT shall not be obligated to respond to any or all of the queries. ReBIT may, at its sole discretion, choose to send responses to the pre-bid queries and / or corrigendum through email or any other means

11.6 Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized signatory of the firm or organization sign the bid documents. The signatory should be either CEO or authorised by the CEO or the Board of the organization.

1. All pages of the bid shall be initialled by the person or persons signing the bid.
2. Bid form shall be signed in full & official seal affixed.
3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
4. All such initials shall be supported by a rubber stamp impression / digital signature of the Bidder's firm.

The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

11.7 Two-part Bid

The Bid should be submitted online at the CPPP e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>).by the Bidder. Bidder can refer to Annexure -V Instructions To Bidder for Online Bid Submission

The Bid shall be submitted in two parts:

1. Technical Bid – Part I: “TECHNICAL BID for Setup and Implementation of RSB (Supply, Installation, build , Maintenance & Transfer)”.
2. Price Bid – Part II: “Price BID for Setup and Implementation of ReBIT's RSB”.
3. If any price information is shared/mentioned in TECHNICAL BID or any relevant cost details for any of the product/service is mentioned, those bids are liable for rejection. Hence, Bidder should provide masked BOM without prices for technical evaluation of completeness.
4. As a part of technical evaluation, the Bidders may be required to give complete presentation of their offer solution. The presentation may also include details of customization required if any and the time period for its complete implementation.
5. Under the second stage, the Price BID of only those Bidders, whose technical bids are qualified and shortlisted, will be opened.
6. After completion of technical evaluation, price bids of the technically qualified bidders shall be opened.
7. For finalization of the most advantegious and economic offer, ReBIT will conduct "Reverse auction" based on the Total Cost of Ownership arrived in Annexure – G, amongst the technically qualified bidders. The detailed procedure and Business rules for the reverse auction shall be as specified in Annexure - Z.

11.8 Technical Bid

1. The Technical Bid – Part I submitted should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
2. Hence, Bidder should provide masked BOM without prices for technical evaluation of completeness and unit price discovery.
3. The following original documents are required to be submitted along with the technical bid:
 - a. Scanned copy of the bid security in the form of a demand draft or equivalent Bank Guarantee from commercial Bank along with the Technical Bid to be submitted online and the original copy of the same to be couriered as per the instructions provided in the RFP
 - b. The following documents are to be submitted.
 - I. Annexure A – Letter of Acceptance
 - II. Annexure B – Bidder’s Profile Format
 - III. Annexure C – Eligibility Criteria
 - IV. Annexure D – Technical Specification
 - V. Annexure E – Compliance to RFP Terms & Conditions
 - VI. Annexure F – Bill of Material
 - VII. Annexure H – Declaration for Compliance
 - VIII. Annexure I – Undertaking by Bidder
 - IX. Annexure J – Confidentiality / Non-Disclosure Agreement
 - X. Annexure K – Reference Site Details
 - XI. Annexure L – Undertaking of Information Security
 - XII. Annexure Q – Know Your Employee (KYE) Clause
 - XIII. Annexure R – Format for Project Plan
 - XIV. Annexure S – Responsibility Matrix
 - XV. Annexure T – Resource Deployment Plan
 - XVI. Annexure U– Key Audit activities and deliverables
 - XVII. Annexure V – Instructions for Online Bid Submission
 - XVIII. Annexure W - Confirmation of Terms and Conditions
 - XIX. Annexure X - Self Declaration Relatives in ReBIT
 - XX. Annexure Y - Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
 - XXI. Annexure Z – Reverse Auction Process
 - c. All the Annexures should be submitted on letter head of Bidder’s company and duly signed with seal of the company. Self atteseted photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.
 - d. Detailed Architecture of the proposed solution with various features/functions of the system/sub-system/Network including fail-over methodology/strategy are to be submitted.
 - e. Documents and brochures pertaining to product that will be deployed in the proposed solution.
 - f. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted at ReBIT along with the technical bid.
 - g. The Bidder should ensure that all the annexures are submitted as prescribed by the ReBIT. In case it is not in the prescribed format, it is liable to be rejected.
 - h. A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorised to sign the Bid document.

11.9 Price Bid

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

1. The Price Bid should be submitted as per Annexure G by way of entering the values in the format.(not in hand written).This must contain all price information, prices should be exclusive of GST (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.
2. The Bidders should not offer any options or any conditional offers to the ReBIT while giving the price information. The offer should strictly be in conformity with the items as specified by ReBIT. No additions or deletions to the Annexure G is allowed. Any deviations may lead to disqualification of the bid.
3. For finalization of the most advantageous and economic offer, ReBIT will conduct "Reverse auction" based on the Total Cost of Ownership arrived in Annexure - G, amongst the technically qualified bidders. The detailed procedure and Business rules for the reverse auction shall be as specified in Annexure - Z.
4. The final prices after reverse auction shall be reduced in the same proportion to the price bid submitted by respective bidder.

11.10 RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought through by email to procurement@rebit.org.in with subject "RFP for Setup and Implementation of RSB (Supply, Installation, Setup, Implementation and Maintenance)" as per Annexure N.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from ReBIT. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit ReBIT's website or check mails for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by ReBIT exclusively through the issue of an Addendum/Corrigendum, will be published on ReBIT's website [https://rebit.org.in/procurement and on the CPP Portal](https://rebit.org.in/procurement_and_on_the_CPP_Portal).

11.11 Bid opening and Evaluation Process

1. The technical bids will be opened by ReBIT online as per the bid opening date and time specified in the RFP.
2. Initial proposal scrutiny will be held and proposals will be treated as non-responsive and rejected, if proposals are:
 - a. Not submitted in the format specified in this RFP
 - b. Received without letter of authorisation
 - c. Non-compliant with any of the clauses specified in this RFP
 - d. Have lesser than prescribed validity period
 - e. Submitted with incomplete information, subjective, conditional offers and partial offers

- f. Submitted without the documents required under this RFP including EMD.
3. Technical bids of only those Bidders who fulfil the eligible criteria mentioned at Annexure – C will be evaluated.
 4. Eligible technical proposals shall be evaluated by a committee appointed by ReBIT according to the technical evaluation process defined in this RFP. ReBIT may, at its discretion, seek clarifications or ask the Bidder to make technical presentations on any aspect.
 5. The following criteria shall be used for evaluation of technical proposals

#	Evaluation Criteria	Maximum Marks
1	RSB build, operate and transfer plan with deliverables a) Setup b) Deployment c) Configuration d) Integration Validation e) Functional and Non-Functional Validation f) Security Validation g) Acceptance criteria for each phase h) Responsibility Matrix i) Resource and personnel	20
2	Illustration of migration of internet facing application and open source – devops and containerisation / orchestration platform	10
3	Bidder must have completed Private Cloud with more than 300 cores or similar requirement as per table 2.2 in the RFP based on proposed solution of HCI (Hyper-Converged Infrastructure) 2 projects – 5 marks 3 projects – 10 marks More than 3 projects – 15 marks	15
4	Technical Specification Compliance & Multi-layered Security Architecture (to be submitted separately in the technical bid) based on RSB technical requirements specified in Annexure D and components specified in BOM (Annexure F)	25
5	Solution Architecture documents of HCI infrastructure and applications support (to be submitted separately in the technical bid) a) Architecture design - HLD & LLD b) Network Architecture c) Applications support such as Infrastructure as a code, API's, Serverless, CI/CD, Data pipelines, SQL/NoSQL databases, AI/ML, Kubernetes, Microservices, IoT etc. d) Datacenter setup details e) Multi-tenancy support, Support to payment model, Designed for failure(Auto-recovery), Measure everything	13

6	<p>ReBIT's Data Centre Infrastructure Re-Usability Strategy in the RSB and Backup Strategy</p> <p>a) Approach and methodology used to migrate existing infrastrcuture in private cloud</p> <p>b) Proposed solution architecture should be optimised in terms of cooling, power, and space (number of racks) requirements as per existing DC capacity</p>	7
7	<p>Technical presentation and Private Cloud demonstration including SLA dashboard reporting and analytics, management consoles</p> <p>a) Approach & Methodology for Presentation and demonstration</p> <p>b) Technical presentation of HCI solution and various features</p> <p>c) Technical presentation of HCI Management, Operational & Security consoles, Dashboards, Reports, Analytics and Charts</p>	10

6. Bidders, whose technical proposals are responsive and fully compliant to “must have” security requirements marked as " * " in annexure D and score at least 85% in rest of the “must have” requirements in Annexure D and 70% in overall technical evaluation shall be considered technically qualified.
7. All technically qualified Bidders will be notified to participate in the price bid opening process.
8. The price bids of only technically qualified Bidders shall be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
9. If a Bidder quotes NIL price / consideration, the bid shall be treated as unresponsive and will not be considered.
10. If there is a discrepancy between amount in words and figures, the amount in words will prevail.
11. If the Bidder does not accept the arithmetical corrections made by ReBIT, its proposal will be rejected.
12. Items described in technical proposal but not priced in commercial proposal shall be assumed to be included in the prices of other activities or items.
13. The commercial proposal price will include all taxes, levies, duties, etc. and shall be in Indian Rupees and mentioned separately.
14. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this RFP will be considered.
15. For finalization of the most advantageous and economic offer, ReBIT will conduct "Reverse auction" based on the Total Cost of Ownership arrived in Annexure – G, amongst the technically qualified bidders. The detailed procedure and Business rules for the reverse auction shall be as specified in Annexure - Z.
16. ReBIT will notify the successful Bidder in writing that its proposal has been accepted.
17. Within 15 days of receipt of the notification of award, the successful Bidder shall execute a contract with ReBIT in accordance with the terms and conditions of this RFP.
18. Within 15 days of receipt of the notification of award, the successful Bidder shall at his/her own expense submit to ReBIT unconditional, irrevocable and continuing

Performance Bank Guarantee from a scheduled bank, in the format prescribed in this RFP, payable on demand, for the due performance and fulfilment of the contract by the Bidder. Notwithstanding and without prejudice to any rights whatsoever of ReBIT under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to ReBIT as compensation for any loss (including loss of opportunity, time, or cost, etc.) resulting from the Bidder's failure to comply with its obligations under the contract.

19. The Performance Bank Guarantee shall be provided as per clause 11.2
20. The Bidder at no point of time can excuse themselves from any claims by ReBIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation, etc. as mentioned in this RFP.
21. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the Bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the Bidder is different from the specifications sought in our RFP, the Bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.
22. The technical bid evaluation decision of ReBIT shall be final, in this regard - no correspondence shall be entertained.
23. ReBIT may, at its discretion, waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever necessary, observations on such minor issues (as mentioned above) ReBIT may conveyed to the Bidder, asking them to respond by a specified date also mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected.
24. Bidder should fulfil all the Eligibility criteria. Only those who fulfil all the eligibility criteria will qualify for further evaluation.
 - a. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. ReBIT reserves the right to verify / evaluate the claims made by the Bidder independently. Any misrepresentation will entail rejection of the offer.
 - b. Reference Site Customer Name and Contact information to be provided to ReBIT with whom discussion can be done.
 - c. Purchase order/Work order, contact details, and sign off letter from the reference site should be provided to ReBIT.

11.12 Award of contract

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

However, ReBIT shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. ReBIT reserves the right to make any changes in the terms and conditions of purchase. ReBIT will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

ReBIT shall award the Contract, subject to approval from the approval authority to the Bidder whose bid has been determined to be substantially responsive and has been determined to

be the shortlisted Bidder. Provided further that the Bidder is determined to be qualified to perform the contract satisfactorily and their credentials have been verified. Price Negotiation with the tenderers should be severely discouraged.

Prior to the expiration of the period of bid validity, the successful Bidder shall be notified in writing by letter or by email. For execution of contract agreement promptly after the successful Bidder is notified, the Bidder will be sent the contract incorporating all agreements between the parties. The supplier should acknowledge and unconditionally accept, sign, put the date and return the contract within 5 days from the date of issue of contract.

12. Road Permit or Custom Clearance

In case of delivery of hardware to the areas where Road Permit or Custom Clearance or any other statutory clearance is required for transportation of goods/material, it is the responsibility of Bidder to provide the same and make all the arrangements required in advance without any extra cost to ReBIT. However, ReBIT will provide required documentation, to the Bidders for carrying out the task.

13. Price Composition

1. TCO calculation will be as follows:
 - a. Hardware Delivery & Installation including warranty – Year wise cost as per table 2.2
 - b. Software purchase cost – Year wise
 - c. Software Support/Patch/AMC cost –Year wise coverage starting from installation acceptance report date
 - d. RSB build cost excluding 13.1 .a, b, c – one time cost
 - e. RSB operate and transfer cost – One Time cost as per table 2.2
2. The price quoted should be inclusive of cost of delivery of equipment, installation, customization, operate, maintenance and support of hardware and software as per ReBIT's requirement.
3. The commercial bid should be quoted in the commercial bid format attached to this bid
4. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
5. The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
6. Bidder must show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
7. ReBIT will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.

14. Taxes and Duties

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

Payment of all taxes i.e. GST (CGST/SGST /IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

The Bidder will need to provide the details for the GST to be deposited with the authorities for the GST component to be paid off by ReBIT, will hold back the GST component if the Bidder hasn't filed the GST with the tax authorities and will release only the base amount.

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

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

15. Rejection of Bid

The Bid is liable to be rejected if:

1. The document does not bear signature of authorized person in each page and duly stamp.
2. It is received after expiry of the due date and time stipulated for Bid submission.
3. Incomplete Bids, including non-submission or non-furnishing of requisite documents /Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by ReBIT.
4. It is evasive or contains incorrect information.
5. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
6. Bidder should comply with all the points mentioned in the scope of work. Non-compliance of any point will lead to rejection of the bid.
7. Non submission of bid security/EMD.
8. Purchaser shall justify rejection of tenders; all bids may be rejected when none of the bids are substantially responsive.
9. In case L1 Bidder backsout/withdraws after price bid opening / Reverse Auction, ReBIT reserves the right to select another best Bidder or re-tender as per CVC guidelines.

16. Modification and Withdrawals of Bid

No bid can be modified by the Bidder, post the bid submission. In the event of withdrawal of the bid by Bidders after bids are opened, the EMD will not be refunded by ReBIT.

17. Delivery Period

Timelines for hardware/software delivery, build, operate & transfer will be as per table 2.2.b. A notional period of additional one week is given for delivery in case of pre-shipment testing. For any delay in timeslines from the date of Purchase Order issued by ReBIT, ReBIT reserves the right to charge Liquidated Damages at the rate defined as per SLA in clause 26. However, ReBIT may decide not to have Pre-shipment testing at its own discretion.

18. RFP Response

All submissions will become the property of ReBIT. Recipients shall be deemed to license and grant all rights to ReBIT to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any

resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission.

19. OEM Authorization

In case the successful Bidder is not ready to provide support during the warranty/AMC period, if support is provided by OEM directly or through their authorized partners for the remaining period of warranty/AMC, ReBIT will not pay additional cost to OEM/Authorised partners.

20. Patent Rights

Bidder shall own complete responsibilities of Patent and infringement of copyright, trademarks etc. ReBIT shall be free from all such claims and notices. If any such instances are occurred ReBIT will disqualify the Bidder or terminate the contract.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/component thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Supplier fails to comply and ReBIT is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. ReBIT will give notice to the Supplier of such claim, if it is made, without delay.

21. Payment Terms and Indicative Milestone

1. The selected Bidder shall propose the detailed cost of implementation of RSB as part of the commercial bid with the components as defined in clause 13.Price Composition Sr. No.1
2. ReBIT shall own and host all hardware and software procured and/or licensed for RSB.
3. ReBIT shall endeavour to make all payments in relation to the hardware and software licenses/subscriptions, Build, Operate & Transfer delivered to it, based on completed milestones as per below table, within a period of 45 days from the date of acceptance of invoice by ReBIT.

Payment Milestone is as per below:

#	Milestone	Payment (%)	Reference Cost
1	Delivery & Installation of Hardware and embedded software	(a) 20% of respective yearly cost upon receipt and acceptance by ReBIT. (b) 70% of respective yearly cost after Build phase of respective years. (c) 10% on completion of warranty period.	46.7 Annexure G - Commercial Bid (Table A)
2	Software cost - New licenses: Perpetual / Annual Subscription cost	(a) 50% of respective yearly cost after delivery, implementation, build and acceptance by ReBIT (b) 50% on completion of operate and transfer phase.	46.7 Annexure G - Commercial Bid (Table B)

#	Milestone	Payment (%)	Reference Cost
3	Software cost – Existing licenses from Year 2 onwards: Annual Support Cost for perpetual licenses / Subscription Cost for Subscription based licenses	100% of on yearly basis after renewal of support.	46.7 Annexure G – Commercial Bid (Table C)
4	Build Cost -only for Year 1	100% on Successful completion of Build and acceptance by ReBIT.	46.7 Annexure G – Commercial Bid (Table D)
5	Operate Cost -only for Year 1	100% on Successful completion of Operate and acceptance by ReBIT.	46.7 Annexure G – Commercial Bid (Table E)
6	Transfer Cost -only for Year 1	100% on Successful completion of Training, Transfer and acceptance by ReBIT.	46.7 Annexure G – Commercial Bid (Table F)

22. Order Cancellation/ Termination of Contract

1. ReBIT reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by ReBIT in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - a. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by ReBIT in the purchase order.
 - b. Delay in completion of RSB (Supply, Installation, and Maintenance).
 - c. Serious discrepancies noted in the inspection.
 - d. Breaches in the terms and conditions of the Order.
2. ReBIT reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by ReBIT on the following circumstances:
 - a. Non submission of acceptance of order within 7 days of order / notification of award.
 - b. Failure of the successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 15 days from notification of award.
 - c. Delay in delivery beyond the specified period.
 - d. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
 - e. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
 - f. Excessive delay in execution of order placed by ReBIT.
 - g. The selected Bidder commits a breach of any of the terms and conditions of the bid.
 - h. The Bidder goes in to liquidation voluntarily or otherwise.
 - i. The progress made by the selected Bidder is found to be unsatisfactory. Non-satisfactory performance of the selected Bidder during implementation and operation. The progress regarding the execution of the order accepted by the selected Bidder is found to be unsatisfactory or delay in execution of the contract, ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ReBIT may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
 - j. An act of omission by the Bidder, its employees, its agents, or employees of the

- consortium in the performance of the services provided by this contract.
- k. Failure to integrate/implement the Project as per the requirements of ReBIT as stated in this RFP.
 - l. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. ReBIT reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected Bidder.
 - m. The average uptime of the “working time” in 3 (three) consecutive months of all together is less than 90%.
 - n. Selected Bidder is found to be indulging in frauds.
 - o. ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority.
 - p. In the event of sub contract or assignment contrary to the terms of agreement.
3. ReBIT shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services.
 4. ReBIT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.
 5. In addition to the cancellation of purchase order / Contract, ReBIT reserves its right to invoke the Performance Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
 6. In addition to the cancellation of contract, ReBIT reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. ReBIT reserves right to exit at any time after giving notice period of one month during the contract period.
 7. Additionally, the selected bidder will also refund payment received on account of ReBIT RSB project without any time delay.
 8. If the Termination is on account of failure of the Bidder to perform the obligations under this RFP contract, ReBIT shall have the right to invoke the Performance Bank Guarantee(s) given by the selected Bidder.

23. Sub-Contracting

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

24. Availability of Spares

Spares for the hardware/software offered should be available for at least 5 years from the date of delivery of Hardware or date of installation of Software at ReBIT’s premises.

25. Liquidated Damages (LD)

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

1. The Bidder should comply with SLA defined in section 26.
2. ReBIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ReBIT to the company.
3. Part of week will be treated as a week for this purpose.
4. However, ReBIT may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
5. ReBIT will deduct the amount of liquidated damages from the payment due of the same project from the Successful Bidder invoke the Bank Guarantee. ReBIT may also withhold the amount to be recovered from the payment due from other projects held by the same Bidder.
6. Any such recovery or liquidated damages shall not in any way relieve the successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
7. ReBIT reserves the right to condone the delay, if it is not attributable to the successful Bidder.

26. Service Level Agreement (SLA)

1. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to ReBIT for the duration of this contract period of the Project.
2. This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned below. The services provided by the Bidder shall be reviewed by ReBIT, which will:
 - a. Regularly check performance of the Bidder against this SLA
 - b. Discuss escalated problems, new issues and matters still outstanding for resolution
 - c. Review statistics related to rectification of outstanding faults and agreed changes
 - d. Obtain suggestions for changes to improve the service levels
3. SLA Compliance Review Process
 - a. The Bidder has to facilitate all the reports pertaining to SLA Review process within 2 weeks after the end of the quarter.
 - b. All the reports must be made available to ReBIT, as and when the report is generated or as and when asked by the competent authority.
 - c. In case the issue is still unresolved, the dispute resolution procedures described in the Clause 43. Dispute Resolution will be applicable.
 - d. Bidder should provide SLA monitoring tool/system which will be used for monitoring SLA based on the SLA defined.
4. Timelines specified at Clause: 2.2.b Warranty/Support & Milestone Requirements shall form the Service Levels for delivery of Services specified there-in.
5. Performance Measure for SLA
 - a. For smoother operations of RSB to service ReBIT as customer, following SLA measures are expected, without which ReBIT will not be able to function.
 - b. RSB infrastructure UPTIME - above 99.99% calculated on monthly basis.
 - c. Infrastructure problem resolution SLAs
 - i. Critical (Severity 1)

- ii. Severe (Severity 2) -
 - iii. Minor (Severity 3) -
 - d. No Carry forward of any performance measure of SLA calculations can be done from any of the preceding quarters
6. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.
7. The SLA are proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:
- a. 'Scheduled maintenance time' shall mean the time the system is not in service due to planned downtime taken after permission of ReBIT. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.
 - b. 'Scheduled operation time' shall mean the scheduled operating hours of the system for the month. All scheduled maintenance time of the system would be deducted from the total time of the month to arrive at the scheduled operation time.
 - c. 'Availability' shall mean the time for which the system is available for conducting operations. Availability is defined as: $[(\text{Scheduled operation time} - \text{System downtime}) / \text{Scheduled operation time}] * 100\%$.
 - d. "Uptime" shall mean the time period for which the IT Infrastructure Solution along with specified services / components with specified technical and service standards are available for users in all in-scope Applications across the ReBIT application landscape. Uptime, in percentage, of any component (Non IT and IT) can be calculated as : $\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$
 - e. "Downtime" shall mean the time period for which the IT Infrastructure Solution and/or specified services / components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, and any other IT and non-IT infrastructure, their subcomponents etc. at all Project locations etc.
 - f. The Bidder will be required to schedule 'planned maintenance time' with prior approval of ReBIT. This will be planned outside working time. In exceptional circumstances, ReBIT may allow the SP to plan scheduled downtime in the working hours.
 - g. "Incident" refers to any event / abnormalities in the functioning of the IT Infrastructure solution and services that may lead to disruption in normal operations.
 - i. 'Severity 1' problems are the problems which have a critical business impact characterized by service unavailability, incorrect system behavior, security incidents, data theft / loss / corruption, severe impact on stakeholder satisfaction or ReBIT's reputation, etc. on all services.
 - ii. 'Severity 2' problems are the problems which have a significant business impact such as those impacting the efficiency of users on all services.
 - iii. 'Severity 3' problems are the problems which have a minimal business impact i.e. no impact on processing of normal business activities and low impact on the efficiency of users on all services.
 - h. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) the incident.
 - i. "Response Time" shall mean the time incident is reported to the help desk and an engineer is assigned for the call.
 - j. "Helpdesk Support" shall mean the 24x7x365 center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

8. The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
 - a. Down time due to hardware/software and application which is not in scope of this RFP.
 - b. Negligence or other conduct of ReBIT or its agents, including a failure or malfunction resulting from applications or services provided by ReBIT or its vendors.
 - c. Failure or malfunction of any equipment or services not provided by the SP.
9. However, it is the responsibility/ onus of the Bidder to prove that the outage is attributable to ReBIT. The Bidder shall obtain the proof authenticated by the ReBIT's official that the outage is attributable to the ReBIT.
10. It is the right of ReBIT to bring/deploy any external resources / agencies at any time for SLA review
11. All the reports must be made available to ReBIT, as and when the report is generated or as and when asked by the competent authority.
12. The Bidder shall deploy sufficient manpower suitably qualified and experienced in shifts (if required) to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.
13. The SLAs have been logically segregated in the following categories:
 - a. Implementation related SLA's
 - b. IT Infrastructure related SLA's
 - c. HCI Cloud Services related SLA's
14. SLA will also be applicable during year 2 to year 5 for all the additional efforts required to install, setup, test the hardware/software required in respective years.
15. Commencement of SLA: The SLA shall commence from date of commencement of the project/Notification of award itself for adherence to the delivery of Hardwares/Softwares, build, operate and transfer plan. The penalty will be measured based on the applicable phase and will be accumulated in next payment milestone. The penalty will be deducted from the next payment milestone during the implementation period..
 - a. SLA Credit/Penalty represents amount (in percentage) to be calculated and deducted from the engagement period.

SLA Credit/Penalty will be computed on a monthly basis based on the below table.

The below is the table for SLA and Liquidated Damages:

#	SLA Parameter	Description	Service Target	Level	Penalty								
1	Commencement of work including deployment of key personnel post project kick-off	Mobilization of team, deployment of key personnel and commencement of work as per project schedule	7 working days from the date of signing of contract.		<p>Penalty will be calculated as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in team mobilization, deployment of key personnel and commencement of work</th> <th>Penalty as % of build cost</th> </tr> </thead> <tbody> <tr> <td>> 0 day & <= 10 days</td> <td>0.1%</td> </tr> <tr> <td>> 10 days & <= 20 days</td> <td>0.2%</td> </tr> <tr> <td>> 20 days & <= 30 days</td> <td>0.5%</td> </tr> </tbody> </table> <p>For each additional week after 30 days, penalty of 1% of build cost value will be levied as additional performance measure</p>	Delay in team mobilization, deployment of key personnel and commencement of work	Penalty as % of build cost	> 0 day & <= 10 days	0.1%	> 10 days & <= 20 days	0.2%	> 20 days & <= 30 days	0.5%
Delay in team mobilization, deployment of key personnel and commencement of work	Penalty as % of build cost												
> 0 day & <= 10 days	0.1%												
> 10 days & <= 20 days	0.2%												
> 20 days & <= 30 days	0.5%												
2	Delay in any of the project milestones for RSB	Measured as the difference between the planned date for the milestone and the actual date of its completion based on Technical Specifications and compliance for infrastructure and RSB setup	No deviation in milestone mentioned in Table 2.2.b		<p>Penalty will be calculated as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in completion of project milestones</th> <th>Penalty as % of the value of the phase to which the deliverable pertains</th> </tr> </thead> <tbody> <tr> <td>> 0 day & <= 15 days</td> <td>1%</td> </tr> <tr> <td>> 15 days & <= 30 days</td> <td>2.5%</td> </tr> <tr> <td>> 30 days & <= 45 days</td> <td>5%</td> </tr> </tbody> </table> <p>For each additional week or part thereof after 45 days, penalty of 1% of the value of the phase to which the deliverable pertains, will be calculated as additional penalty.</p>	Delay in completion of project milestones	Penalty as % of the value of the phase to which the deliverable pertains	> 0 day & <= 15 days	1%	> 15 days & <= 30 days	2.5%	> 30 days & <= 45 days	5%
Delay in completion of project milestones	Penalty as % of the value of the phase to which the deliverable pertains												
> 0 day & <= 15 days	1%												
> 15 days & <= 30 days	2.5%												
> 30 days & <= 45 days	5%												

#	SLA Parameter	Description	Service Target	Level	Penalty								
3	Submission of documents as relevant to the individual milestones/stages as mutually agreed. such as - Inception Report - Survey Report - Project Plan - Quality Plan - Design Documents - Test Cases and results - User Manuals - Training Manual - Technical Documents etc.	To be submitted within 10 days of the completion of the individual milestone.	0 days delay		Per Occurrence penalty will be calculated as per the following table: <table border="1"> <thead> <tr> <th>Number of days of delay</th> <th>Penalty as % of specific phase cost</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0.5%</td> </tr> <tr> <td>2-3</td> <td>1%</td> </tr> <tr> <td>4-8</td> <td>2%</td> </tr> </tbody> </table>	Number of days of delay	Penalty as % of specific phase cost	1	0.5%	2-3	1%	4-8	2%
Number of days of delay	Penalty as % of specific phase cost												
1	0.5%												
2-3	1%												
4-8	2%												
4	Implementation of risk assessment /Security assessment audit recommendations / Closure of vulnerabilities	Recommendations from risk assessment exercises and audits to be implemented within agreed timelines/Monthly basis Measured for each risk assessment / audit Provision for scanning CVE (Common	Once during the Operate phase and once at the end of transfer phase as per the agreed timelines		Penalty will be calculated as per the following table: <table border="1"> <thead> <tr> <th>Delay in implementation of risk assessment / audit recommendation</th> <th>Penalty as % of payments during respective phase cost</th> </tr> </thead> <tbody> <tr> <td>> 0 day & <= 5 days</td> <td>0.5%</td> </tr> <tr> <td>> 5 days & <= 15 days</td> <td>1%</td> </tr> <tr> <td>> 15 days & <= 30 days</td> <td>2%</td> </tr> </tbody> </table>	Delay in implementation of risk assessment / audit recommendation	Penalty as % of payments during respective phase cost	> 0 day & <= 5 days	0.5%	> 5 days & <= 15 days	1%	> 15 days & <= 30 days	2%
Delay in implementation of risk assessment / audit recommendation	Penalty as % of payments during respective phase cost												
> 0 day & <= 5 days	0.5%												
> 5 days & <= 15 days	1%												
> 15 days & <= 30 days	2%												

#	SLA Parameter	Description	Service Target	Level	Penalty								
		Vulnerabilities and Exposures). Vulnerabilities identified in annual / semi-annual vulnerability assessment and penetration testing (VAPT) to be resolved within agreed timelines Measured for each VAPT exercise			For each additional day after 30 days, penalty of 1% of payments of operate cost will be calculated as additional penalty.								
5	RSB Management Web portal request response time during operate and transfer phase	Measurement of time elapsed between link / button being clicked and response appearing on the portal (measured within the DC environment) Measured on a monthly basis	<= 99.9 percentile should be within 2 seconds response time, not to exceed 5 seconds.		<p>Penalty will be calculated as per the following table:</p> <table border="1"> <thead> <tr> <th>% of requests responded within the 2 seconds during Operate and Transfer phase</th> <th>Penalty as % of payments during respective operate , transfer phase</th> </tr> </thead> <tbody> <tr> <td>< 99.9% & >= 99%</td> <td>0.5%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>1%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, penalty of 1% of payments of build warranty phase will be calculated as additional penalty.</p>	% of requests responded within the 2 seconds during Operate and Transfer phase	Penalty as % of payments during respective operate , transfer phase	< 99.9% & >= 99%	0.5%	< 99% & >= 98%	1%	< 98% & >= 97%	2%
% of requests responded within the 2 seconds during Operate and Transfer phase	Penalty as % of payments during respective operate , transfer phase												
< 99.9% & >= 99%	0.5%												
< 99% & >= 98%	1%												
< 98% & >= 97%	2%												
6	Availability of RSB Platform during operate and transfer phase	Availability of RSB Platform for at least 99.9% of the time measured on a monthly basis.	>=99.9%		<p>Penalty will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% Availability</th> <th>Penalty as % of the Operate & Transfer cost</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	% Availability	Penalty as % of the Operate & Transfer cost						
% Availability	Penalty as % of the Operate & Transfer cost												

#	SLA Parameter	Description	Service Target	Level	Penalty								
					<table border="1"> <tr> <td>< 99.9% & >= 99.5%</td> <td>1% * [(99.9 - Achieved availability)/99.5] * 100</td> </tr> <tr> <td>< 99% & >= 99.5%</td> <td>2% * [(99.5- Achieved availability)/99] * 100</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>3% * [(98 - Achieved availability)/98] * 100</td> </tr> </table> <p>For each additional drop of 1% in availability below 99.9%, Penalty of 3% of Operate & Transfer phase will be calculated as additional Performance measure</p>	< 99.9% & >= 99.5%	1% * [(99.9 - Achieved availability)/99.5] * 100	< 99% & >= 99.5%	2% * [(99.5- Achieved availability)/99] * 100	< 98% & >= 97%	3% * [(98 - Achieved availability)/98] * 100		
< 99.9% & >= 99.5%	1% * [(99.9 - Achieved availability)/99.5] * 100												
< 99% & >= 99.5%	2% * [(99.5- Achieved availability)/99] * 100												
< 98% & >= 97%	3% * [(98 - Achieved availability)/98] * 100												
7	IOPS during operate and transfer phase	IOPS of RSB Platform for at least 1.25 Lakhs to be maintained of the time measured on a monthly basis.	>=99.99% in the Operate & Transfer phase		<p>Penalty will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% IOPS</th> <th>Penalty as % of the Operate & Transfer cost</th> </tr> </thead> <tbody> <tr> <td>< 99.99% & >= 99.9%</td> <td>1% * [(99.99 - Achieved IOPS)/99.9] * 100</td> </tr> <tr> <td>< 99% & >= 99.9%</td> <td>2% * [(99.9- Achieved IOPS)/99] * 100</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>3% * [(98 - Achieved IOPS)/98] * 100</td> </tr> </tbody> </table> <p>For each additional drop of 1% in availability below 97%, Penalty of 3% of build, Operate & Transfer phase will be calculated as additional Performance measure</p>	% IOPS	Penalty as % of the Operate & Transfer cost	< 99.99% & >= 99.9%	1% * [(99.99 - Achieved IOPS)/99.9] * 100	< 99% & >= 99.9%	2% * [(99.9- Achieved IOPS)/99] * 100	< 98% & >= 97%	3% * [(98 - Achieved IOPS)/98] * 100
% IOPS	Penalty as % of the Operate & Transfer cost												
< 99.99% & >= 99.9%	1% * [(99.99 - Achieved IOPS)/99.9] * 100												
< 99% & >= 99.9%	2% * [(99.9- Achieved IOPS)/99] * 100												
< 98% & >= 97%	3% * [(98 - Achieved IOPS)/98] * 100												
8	Warranty service for during warranty period.	Resolve any issue within one day during the warranty period, a standby arrangement of equivalent or higher	Resolve any issue within one day during the warranty period.		In case the vendor fails to meet the service level target, a penalty of Rs 1,000 per day will be levied.								

#	SLA Parameter	Description	Service Target	Level	Penalty
		configuration should be provided till the machine is repaired. Holidays as declared by ReBIT are excluded for the above downtime calculation.			

Services mentioned in following Table will be penalized with respect to operate and transfer cost.

#	Parameter	Baseline		Low Performance		Adverse Performance		Breach	
		Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)
IT Infrastructure									
1	Server								
	Uptime Availability - Uptime availability of system including all associated services	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3
2	Storage								
	Uptime Availability	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3

#	Parameter	Baseline		Low Performance		Adverse Performance		Breach	
		Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)
3	Backup Devices								
	Uptime availability of Backup devices	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3
RSB Services									
4	Provisioning and De-provisioning of Virtual Machines	within 15 min	0			>15 min to <45 min	2	>=45 min	3
5	RSB Network Availability	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3
6	RSB Hardware Availability	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3
7	RSB Orchestration layer availability	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3
9	Virtual operating systems availability	>=99.95%	0	>=98.95% to 99.95%	1	>=97.95% to 98.95%	2	<97.95%	3
Incident and Helpdesk									
10	Incident Management and Response Time	100%	0	>=95% to 100 %	1	>=85% to <95%	2	<85%	3

#	Parameter	Baseline		Low Performance		Adverse Performance		Breach	
		Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)
11	Support Staff Availability	100%	0			>=98% to <100%	2	<98%	3
12	Patch updates Availability of latest patches on system components to be installed on all applicable components Measured monthly	100%	0	< 100% & >= 98%	1	< 98% & >= 97%	2	< 97% & >= 96%	3
13	RSB Infrastructure reports as per agreed formats Cumulative delay on a monthly basis	100%	0	> 0 day & <= 3 days	1	> 3 days & <= 5 days	2	>= 5 days	3
14	Submission of Root Cause Analysis (RCA) reports	<5 working days	0	>5 to <=10 working days	1	>10 to <=15 working days	2	>=15 working days	3
15	Time to resolve - Severity 1 Time taken to resolve with acknowledge the reported or identified problem through one of the agreed channels	For severity 1, 100% of the incidents should be resolved within 4 hours of	0	< 100% & >= 99%	1	< 99% & >= 98%	2	< 98% & >= 97%	3

#	Parameter	Baseline		Low Performance		Adverse Performance		Breach	
		Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)	Events during Operate & Transfer phase	Penalty(%)
		problem reporting or identification							
16	Time to resolve - Severity 2 Time taken to resolve with acknowledge the reported or identified problem through one of the agreed channels	For severity 2, 100% of the incidents should be resolved within 8 hours of problem reporting or identification	0	< 100% & >= 99%	1	< 99% & >= 98%	2	< 98% & >= 97%	3
17	Time to resolve - Severity 3 Time taken to resolve with acknowledge the reported or identified problem through one of the agreed channels	For severity 3, 100% of the incidents should be resolved within 24 hours of problem reporting or identification	0	< 100% & >= 99%	1	< 99% & >= 98%	2	< 98% & >= 97%	3

Services mentioned in following Table will be penalized with respect to License Cost, Support cost, Subscription cost of respective year after the transfer phase.

#	Parameter	Baseline		Low Performance		Adverse Performance		Breach	
		Events during the year	Penalty(%)	Events during the year	Penalty(%)	Events during the year	Penalty(%)	Events during the year	Penalty(%)
1	Time to resolve - Severity 1 Time taken to resolve with acknowledge the reported or identified problem through one of the agreed channels	For severity 1, 100% of the incidents should be resolved within 4 hours of problem reporting or identification	0	< 100% & >= 99%	1	< 99% & >= 98%	2	< 98% & >= 97%	3
2	Time to resolve - Severity 2 Time taken to resolve with acknowledge the reported or identified problem through one of the agreed channels	For severity 2, 100% of the incidents should be resolved within 8 hours of problem reporting or identification	0	< 100% & >= 99%	1	< 99% & >= 98%	2	< 98% & >= 97%	3
3	Time to resolve - Severity 3 Time taken to resolve with acknowledge the reported or identified problem through one of the agreed channels	For severity 3, 100% of the incidents should be resolved within 24 hours of problem reporting or identification	0	< 100% & >= 99%	1	< 99% & >= 98%	2	< 98% & >= 97%	3

27. Adherence of Cyber Security Policy

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

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

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

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

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

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

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

28. Authorized Signatory

The selected Bidder shall indicate the authorized 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 the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with ReBIT, raise invoice and accept payments and to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by ReBIT.

29. Confidentiality

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

1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by ReBIT
2. To only make copies as specifically authorized by the prior written consent of ReBIT and with the same confidential or proprietary notices as may be printed or displayed on the original;
3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
4. To treat all Information as Confidential Information.
5. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with ReBIT as per prescribed format provided in Annexure J within thirty days of issuing the purchase

order/letter of intent.

30. 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

31. Indemnity

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

also pay any compensation arising from the infringement claims and ReBIT will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.

8. On its part, ReBIT will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
9. Once the components delivered at ReBIT premises, The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, ReBIT has the right to cancel the order and the Bidder will have to refund the total amount received from ReBIT along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.

32. Intellectual Property Rights (IPR)

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

1. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
2. If a third party's claim endangers or disrupts ReBIT's use of the Deliverables, Bidder shall at no further expense, charge, fee or cost to ReBIT, obtain a license so that ReBIT may continue use of the Deliverables in accordance with the terms of this RFP.
3. Bidder shall indemnify and keep fully and effectively indemnified ReBIT from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

33. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the Bidder who has submitted the bid will be eligible for participation in the evaluation process.

34. Left Blank

35. Responsibility for Completeness

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

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

36. Penalty

The Bidder shall perform its obligations under the agreement entered into with ReBIT, in a professional manner. ReBIT may recover amount of penalty from any payment being released to the successful Bidder, irrespective of the fact whether such payment is releasing to this contract or otherwise. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if ReBIT has to take corrective actions to ensure functionality of its property, ReBIT reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

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

37. Vendor Security Risk Assessment

1. General Security Requirements

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

2. Security for Support & Maintenance

- Vendor should follow all the process defined by ReBIT like Incident, Change, Release and Patch Management.
- Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to this project should be disclosed.
- All user and technical access will be granted as per the Role Matrix approved by ReBIT. All access will be reviewed as per defined frequency and during control points e.g. when a team-members leave team or organization.
- The security requirements for vendors mentioned in these sections will be evaluated during the Vendor Security Risk Assessment. This assessment will be conducted on periodic basis.

38. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or ReBIT as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics etc.
2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes
3. Terrorist attacks, public unrest in work area; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or ReBIT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

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

39. RFP Ownership

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

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

40. Proposal Ownership

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

41. Tender/RFP Cancellation

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

42. Publicity

Any publicity by the Bidder in which the name of ReBIT is to be used, will be done only with the explicit written permission of ReBIT.

43. Dispute Resolution

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

If after thirty days from the commencement of such informal negotiations, ReBIT and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mumbai, India.

In the event of failure to resolve the differences through arbitration, either of the parties shall be free to undertake necessary further legal course with the Courts of Law in Mumbai who shall have jurisdiction for preventive, interlocutory and other incidental relief applied for by any party under or in relation to Agreement.

44. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

45. Submission of Bids

The Bidders must submit bid, all documents as per requirement of RFP in the CPP portal. Original DD/BG for EMD must be submitted physically in sealed cover at the following address on or before scheduled date and time.

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

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

46. Annexure:

#	Annexure	RSB RFP Reference & Summary
1	Annexure A	46.1 Annexure A - Letter of Acceptance
2	Annexure B	46.2 Annexure B - Bidder's Profile Format
3	Annexure C	46.3 Annexure C - Eligibility Criteria
4	Annexure D	46.4 Annexure D - Attached in word format. Detailed RUC Functional and Technical Specification Compliance Document
5	Annexure E	46.5 Annexure E - Compliance to RFP Terms & Conditions
6	Annexure F	46.6 Annexure F - Bill of Material
7	Annexure G	46.7 Annexure G - Commercial Bid
8	Annexure H	46.8 Annexure H - Declaration for Compliance
9	Annexure I	46.9 Annexure I - Undertaking by Bidder
10	Annexure J	46.10 Annexure J - Confidentiality / Non-Disclosure Agreement
11	Annexure K	46.11 Annexure K - Reference Site Details
12	Annexure L	46.12 Annexure L - Undertaking of Information Security
13	Annexure M	46.13 Annexure M - Letter for Refund of EMD
14	Annexure N	46.14 Annexure N - Bid Query Format
15	Annexure O	46.15 Annexure O - Bank Guarantee for EMD
16	Annexure P	46.16 Annexure P - Format of Performance Bank Guarantee
17	Annexure Q	46.17 Annexure Q - Know Your Employee (KYE) Clause
18	Annexure R	46.18 Annexure R - Format for Project plan
19	Annexure S	46.19 Annexure S - Responsibility Matrix
20	Annexure T	46.20 Annexure T - Resource Deployment Plan
21	Annexure U	46.21 Annexure U- Key Audit activities and deliverables
22	Annexure V	46.22 Annexure V - Instructions for Online Bid Submission
23	Annexure W	46.23 Annexure W - Confirmation of Terms and Conditions
24	Annexure X	46.24 Annexure X - Self Declaration Relatives in ReBIT
25	Annexure Y	46.25 Annexure Y - Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
26	Annexure Z	46.26 Annexure Z - Reverse Auction Process