



Setup and Implementation of Enterprise Backup Solution

REQUEST FOR PROPOSAL (RFP)

(28 December 2020)
RFP: ReBIT/2020/CPO/021

This document is the property of Reserve Bank Information Technology Private Limited (ReBIT). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the ReBIT's written permission thereof, except for the purpose of responding to ReBIT for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

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 this RFP. While ReBIT has taken due care in the preparation of this RFP document and believes it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive.

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

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

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

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

Schedule of Events

The following is an indicative timeframe for the overall process. ReBIT reserves right to vary from this timeframe at its absolute and sole discretion and without providing any notice/termination or reasons thereof. Changes to the timeframe will be communicated.

Tender inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFP BID reference number	RFP: ReBIT/2020/CPO/021
RFP requirement	Setup and Implementation of Enterprise Backup Solution
Method of selection	Selection will be based on Lowest Commercial Bid
Availability of RFP documents	28-December-2020 RFP document shall be available on ReBIT's website (URL: https://rebit.org.in/procurement) and CPP e-Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) Bidder shall refer Annexure - Q : Instructions to Bidder for Online Bid Submission
Last date and time for submission of pre-bid queries	06-January-2021 upto 16:00 Hrs Queries should be submitted in the format prescribed in Annexure - E of this RFP and sent to procurement@rebit.org.in
Pre-bid meeting	08-January-2021 at 12:00 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	13-January-2021 through ReBIT's website (URL: https://rebit.org.in/procurement) and CPP e-Procurement Portal (URL: https://eprocure.gov.in/eprocure/app)
Last date and time for bid submission (on or before)	27-January-2021 upto 16:00 Hrs through CPP e-Procurement Portal (URL: https://eprocure.gov.in/eprocure/app)
Technical Bid opening	28-January-2021 at 16:00 Hrs in CPP e-Procurement Portal (URL: https://eprocure.gov.in/eprocure/app)
Price Bid opening	05-February-2021 at 16:00 Hrs in CPP e-Procurement Portal. Any changes in the date will be informed to technically qualified bidders
Proposal validity	Proposals must remain valid up to 180 (One hundred and eighty) days from the last date of submission.
Name and address for communication	Head CPO Procurement COE, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai - 400706 Email: procurement@rebit.org.in

Table of Contents

1.	About ReBIT	6
2.	Invitation of Bids	6
3.	Definition of terms	6
4.	Minimum Eligibility Criteria	7
5.	Scope of Work and Project Milestone	7
5.1	General Terms of the Scope of Work.....	7
5.2	Scope of Work	7
5.3	Support Period – Deliverables	15
5.4	Guidelines for Maintenance and Support	15
5.5	Project Milestones	15
5.6	Post Implementation.....	16
6.	Locations to be covered	17
7.	Cost of Bidding	17
8.	Bidding Process:.....	17
8.1	Language of Bid.....	17
8.2	Authorization to Bid	17
8.3	Bid Security/ EMD	18
8.4	Bid & Price Validity.....	18
8.5	Pre-Bid Meeting	18
8.6	Clarifications and Amendment in RFP Documents	19
8.7	Two-part Bid	19
8.8	Submission of bids	20
8.9	Modification and Withdrawals of Bid	20
8.10	Bid Opening and Evaluation Process	20
8.11	Award of contract	23
9.	Performance Bank Guarantee	24
10.	Rejection of Bid	24
11.	Payment Terms and Milestone	25
12.	Taxes and Duties	25
13.	OEM Authorization	26
14.	Patent Rights.....	26
15.	Termination	26
16.	Sub-Contracting	28
17.	Service Level Agreement (SLA).....	28
17.1	Purpose and Objective of SLA	28
17.2	Definitions.....	29
17.3	Service level Requirements	29
17.4	Penalties.....	30
18.	Liquidated Damages (LD)	30
19.	Adherence of Cyber Security Policy	31
20.	Confidentiality	31
21.	Limitation of liability	31

22. Indemnification	32
23. Responsibility for Completeness	33
24. Vendor Security Risk Assessment.....	33
25. Force Majeure	34
26. Vicarious Liability.....	34
27. Non-Payment of items/activities fees	34
28. Assignment.....	34
29. Non-Solicitation.....	34
30. No Employer-Employee Relationship	34
31. Ownership.....	35
32. Tender/RFP Cancellation	35
33. Publicity	35
34. Dispute Resolution.....	35
35. Jurisdiction.....	35
Annexure A: Submission Checklist.....	36
Annexure B: Proposal Submission Covering Letter	38
Annexure C: Self Declaration of Relatives in ReBIT.....	40
Annexure D : Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	41
Annexure E : Bidders Queries Format.....	42
Annexure F : Bidder’s Details	43
Annexure G : Minimum Eligibility Criteria	44
Annexure H : Technical Specifications	47
Annexure I : Commercial Bid Format.....	48
Annexure J : Bidder’s Experience	50
Annexure K : Manufacturer’s authorisation form (MAF)	51
Annexure L : Proposed Team Profile	52
Annexure M : Letter for Refund of EMD.....	53
Annexure N: Performance Bank Guarantee.....	54
Annexure O: Bank Guarantee for EMD.....	57
Annexure P : Confidentiality and Non-Disclosure Agreement Undertaking.....	58
Annexure Q – Instructions for Online Bid Submission	60

1. About ReBIT

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

2. Invitation of Bids

Reserve Bank Information Technology Pvt. Ltd. hereinafter also referred to as 'ReBIT', issues this Request for Proposal, hereinafter called 'RFP'. ReBIT proposes for Setup and Implementation of Enterprise Back-up (EBS) Solution and issues this Request for Proposal (RFP) for selection of a vendor for the aforementioned purpose.

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. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued

3. Definition of terms

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

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

4. Minimum Eligibility Criteria

Only those Bidders who fulfil the eligible criteria mentioned at Annexure – G 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 are liable to be rejected.

5. Scope of Work and Project Milestone

5.1 General Terms of the Scope of Work

Based on the contents of the RFP, the Bidder shall be required to propose a solution, which is suitable for ReBIT, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. ReBIT expressly stipulates that Bidder's selection under this RFP is on the express understanding that this RFP contains only the broad provisions for the entire assignment and that the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available all such resources as may be required for the successful completion of the entire assignment at no additional cost to the ReBIT notwithstanding what is stated here and what is not stated.

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

5.2 Scope of Work

The scope of this RFP is to select a vendor / System Integrator (SI) with appropriate recommendation from an Original Equipment manufacturer (OEM) for the purpose of Supply, Implementation, Maintenance and Support of the Enterprise Backup Solution.

This RFP is drafted with the intention of allowing the interested SI / OEMs to understand ReBIT's requirements and proposes a suitable solution adhering to the specifications / requirements mentioned in the RFP.

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

5.2.1 Supply of Enterprise Back-up Solution

The bidder is to supply and install the Enterprise Backup Solution for regular backup from Servers (Windows / Databases / Network Equipment etc.) hosted at ReBIT's Office. The bidder is also expected to install and configure endpoint backup solution at ReBIT's Office.

The Enterprise Backup Solution shall involve supply of Software, Hardware and Implementation of the entire solution as per specifications / requirements / recommendations mentioned below:

A. Backup Software Requirements

Subject	Specification
Analyst Rating	<ul style="list-style-type: none"> The proposed Backup software should be in Gartner's leader quadrant of the latest Gartner Magic Quadrant report, Forrester or any other leading analytics report for Enterprise Data Protection / Backup Software / Solution.
Licensing	<ul style="list-style-type: none"> The proposed Backup software must offer host based / User based (subscription based) licensing with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. For the purpose of licensing, the 'User' is defined as any user who operates the backup software for backup / restore.

	<ul style="list-style-type: none"> The Licenses and associate hardware for the proposed solution should have licenses for Primary and DR site workloads If DR component is involved. License Duration shall start from the date of Go-Live and acceptance by ReBIT.
Scalability	<ul style="list-style-type: none"> The proposed solution should be on-premise deployment. The proposed solution should be Scalable on “need basis” to scale up with data growth without impacting the current data / storage.
Reporting Capabilities	<p>The proposed solution backup software should –</p> <ul style="list-style-type: none"> Have capability to do trend analysis for capacity planning of backup environment, extensive alerting and reporting with pre-configured and customizable formats. Any specialized reporting modules needed must be quoted along with associated hardware to achieve this functionality. All necessary hardware resources required to run this module should be supplied without any extra cost. Support 24x7 real-time monitoring, with single view and drill-down views of health, performance and workload of the virtual hosts. The solution should support advance search based on dates, time, full text and patterns etc. Support automated action for popular alarms (automated or semi-automated), with a single view and drill-down views of health, performance and workload of the virtual hosts. Support report customization and generation of both scheduled and adhoc reports in PDF, HTML and XLS/CSV format.
Data Protection and Recovery with Encryption technologies	<ul style="list-style-type: none"> The proposed solution Software should be able to Backup the data in an Encrypted format. The proposed solution should also Encrypt the Data in transit, should support integration with SIEM and MFA.
	<ul style="list-style-type: none"> The proposed Backup software should support agentless backups of applications residing in VMs like SQL, Exchange, SharePoint, Oracle, etc. with non-staged granular recovery of all these applications. It should support crash consistent VM level backup for all other workloads.
	<ul style="list-style-type: none"> The proposed Backup software should have some protection mechanism to prevent backup copies of data from any corruption or ransomware attacks. The proposed solution should support integration with AV to scan back up file for malicious files
	<ul style="list-style-type: none"> The proposed solution should support IRM protected Files
Support for Hypervisors, Application and Storage	<ul style="list-style-type: none"> The Backup software should be a Hardware Agnostic software and it should support snapshot integration with hypervisors like VMware, Hyper-V , KVM and Major Virtual Environments and support de-duplication on any storage target.
	<ul style="list-style-type: none"> The proposed backup software should provide recovery from physical servers to Virtual and image level recovery.
	<ul style="list-style-type: none"> Backup software should support file level recovery from any backup of any VM or physical server. It should support a full system recovery in case of a system crash, either on a physical system or as a virtual machine.
Data De-Duplication and Compression	<ul style="list-style-type: none"> Backup software should have integrated data de-duplication engine with multi-vendor storage support to save space by storing de-duplicated copies of data. The de-duplication engine should also facilitate IP base replication of de-dupe data. All necessary hardware and software required to support this functionality should be supplied along with other components with no additional costs / charges.

	<ul style="list-style-type: none"> There should be feature of Data files are compression and Data deduplication, In computing, data deduplication is a technique for eliminating duplicate copies of repeating data. Replication should include traffic compression, data de-duplication and IP shaping.
Recovery Point Objective (RPO)	<ul style="list-style-type: none"> Backup software should provide best RTOs and RPOs through booting of Virtual Machines / Servers directly from the Backup to reduce the downtime.
Recovery Time Objective (RTO)	<ul style="list-style-type: none"> Backup software should support instant recovery of multiple VM/ Server to support quick application recovery. It should also allow instant recovery of selected VM disks / Server, without having to do instant recovery of all VM disks / Server for achieving highest levels of RTO for relevant business data
Recovery Audit Report	<ul style="list-style-type: none"> Recovery verification should automatically boot the server from backup and verify the recoverability of VM image / Server, Guest OS and Application Consistency and then publish automated reports to be used in backup / recovery audits.
Bandwidth Limitation	<ul style="list-style-type: none"> There should be option to have bandwidth limitation /restriction so there will be limited bandwidth used when there is upload / download of data, secondly there should be option with Administrator to open the individual bandwidth limitation on need basis.
Backup and Replication Performance	<ul style="list-style-type: none"> The proposed Backup software must allow to configure the maximum acceptable I/O latency level for production data stores to ensure backup and replication activities do not impact storage Availability to production workloads.
	<ul style="list-style-type: none"> Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup within 15Mins RTO.
Disaster Recovery Capabilities	<ul style="list-style-type: none"> Replication in the software should be a VM level replication and must replicate the VM level data with or without backing it up at the source site. It should also include failover and failback capabilities and should be able to perform automatic acquisition of network addresses at the destination site.
	<ul style="list-style-type: none"> Should be able to publish DR drill reports, DR test reports and DR readiness check reports for audit and compliance purposes.
Supportable to Network Devices	<ul style="list-style-type: none"> Should be able to take backup of Network Devices such as Switches, Firewall and Router.
Vendor Support	<ul style="list-style-type: none"> There should be 24*7 vendor Support available.
End of Life & End of Support	<ul style="list-style-type: none"> The solution's software and technologies proposed and supplied by the bidder should not have End-of-Life and End-of-Support within next five years from the date of completion of the project. If the deployed Solution's End-of-Life happens during the contract period, bidder shall upgrade the software to next version (with the required migration) / or new backup solution without any additional cost to ReBIT.

B. Email Archival Requirements

Subject	Specification
Mailbox Retention	<ul style="list-style-type: none"> The proposed Solution should have automated configurable retention and deletion capabilities for mailboxes. The proposed Solution should have a capability of identifying and archiving redundant, outdated and trivial email data.

E-Discoverable	<ul style="list-style-type: none"> The proposed Solution should be able to find, produce, and manage email data in an easy-to-use web interface. The proposed Solution should support eDiscovery Feature (if electronic data is sought, located, secured, and searched with the intent of using it as evidence in a civil or criminal legal case)
Backup Solution	<ul style="list-style-type: none"> The proposed Solution should be able to backup .pst and/or .nsf files to ensure all email content is being protected and adhering to company policies & other necessary compliances. The proposed Solution should comply with regulatory, legal and business mandates without affecting operational efficiency.
Security Features	<p>The proposed solution should -</p> <ul style="list-style-type: none"> Protect mailbox items from tampering, changes by a user, or automatic processes by saving a copy of the original item, should support integrations with SIEM, integration with DLP / AV / MFT, support for IRM protected files. Have some Ransomware protection mechanism. Have encryption capabilities at source & in transit of data & should store with 128 Bit or greater encryption if there is attack on user system like ransomware etc.
Audit and Compliance	<p>The proposed solution should -</p> <ul style="list-style-type: none"> Have advanced search capabilities for mailbox items which will be helpful while fulfilling audit and compliance requirements. Support integration with our LDAP and must support user management capabilities. Support auditing capabilities to see who is accessing the achieved data. The solution should support advance search based on dates, time, full text and patterns etc.
User Accessibility for Archived Mails	<ul style="list-style-type: none"> The proposed Solution should be able to provide access users for their own archived mailboxes
Compatibility	<ul style="list-style-type: none"> The proposed Solution should be compatible with Microsoft Exchange server and leading Mail Exchange servers. The solution should support for backup of archived data over majority of data storage devices, whether it would be a Virtual environment or physical environment .
Scalability	<ul style="list-style-type: none"> The proposed solution should be Scalable on “need basis” to scale up with data growth without impacting the current data / storage.
Data Compression	<ul style="list-style-type: none"> The proposed Solution should have features for Data files are compression and Data deduplication (eliminating duplicate copies of repeating data).
Data Travel and Bandwidth	<ul style="list-style-type: none"> The proposed Solution should have bandwidth limitation / restriction so there will be limited bandwidth used when there is upload / download of data. The proposed Solution should have option with Administrator to open the individual bandwidth limitation on need basis.

C. Hardware Requirements (Minimum)

Server Requirement	
Model	Dell/HP/IBM Rack servers or equalant OEM
OS	Any OS platform
Processor	8 CPU Cores (scalable upto 32 CPUs)
Memory	16 GB (Scalable upto 64 GB)
Disk Space	SAS drive for 600 GB
Network interfaces	Dual NIC cards with 10GB Ethernet support
Power supply unit	Redundant power supply
Server form factor	2U server (up to 3U max)
Cable & connectors	To be included in BOM

Warranty	3 years
Support	3 years Onsite Support
Other	HDMI, Ethernet Port and 2 USB ports

Storage	
Usable Disk Space	5 TB
Expandable upto	50 TB
RAID Compatibility	5
Connectivity	Fibre Connectivity

Note: If the bidder is not providing integrated hardware solution, bidder need to provide the hardware sizing with minimum specification provided above and also need to quote the required hardware.

5.2.2 Deployment of Enterprise Back-up Solution

- The selected Bidder shall setup and implement Enterprise backup solution before go-live with necessary deliverables (Setup Hardware, Deployment of ENTERPRISE BACKUP SOLUTION and other software components, Configuration based on Technical Requirements, Integration with ReBIT systems and applications (SIEM, ITSM, DLP) and Validation) and required validation (Functional and Non-Functional Validation based on Technical Requirements, Security Validation based on Technical Requirements, Acceptance, Validation, Utilization of ENTERPRISE BACKUP SOLUTION setup) of complete ENTERPRISE BACKUP SOLUTION platform.
- The selected Bidder shall ensure confidentiality of all source codes/scripts and documentation related to ENTERPRISE BACKUP SOLUTION project.
- The selected Bidder shall facilitate ReBIT to inspect / audit progress of the ENTERPRISE BACKUP SOLUTION project at ReBIT.
- The selected Bidder shall code/scripts/test cases to review internally and facilitate reviews by persons / entities appointed by ReBIT.
- The selected Bidder should deliver all deliverables including scripts/codes pertaining to deployment of ENTERPRISE BACKUP SOLUTION. 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.
- The selected Bidder must perform validation of the ENTERPRISE BACKUP SOLUTION before, during and post deployment.
- The selected Bidder shall prepare the test environment for user acceptance testing and VAPT/RA/Network security audit by ReBIT.
- The selected Bidder shall prepare test plans for integration testing and system testing and execute these test as part of User acceptance test (UAT) before Go-LIVE
- The selected Bidder shall prepare test cases such as demonstrate load test using one or more ReBIT application to be integrated with ENTERPRISE BACKUP SOLUTION , demonstrate high availability whereby new instance is automatically started upon existing instance crashing etc.
- The selected Bidder's technical resource shall be present at ReBIT site to handhold the users during the user acceptance testing process.
- Post success of user acceptance testing, as approved by ReBIT, the selected Bidder shall facilitate ReBIT in conducting vulnerability analysis and penetration testing of the solution in the test environment and close all identified issues prior to go-live.

5.2.3 Deliverables

- The selected Bidder shall prepare detailed user manuals, training material, User FAQs and for Administrators, IT Support Staffs, and Application Users.
- The selected Bidder shall conduct in-person training sessions at ReBIT for users as specified by ReBIT.
- The selected Bidder shall prepare DRS (Detailed Requirement Specifications), configuration and integration document, administrator / technical manuals for all aspects of the solution.
- The selected Bidder shall provide to ReBIT post completion of training and acceptance of all

submitted documented artefacts.

Preparation of System Requirement Specification Document

1. The Bidder is expected to create System Requirement Specification (SRS) Document under the scope of the Enterprise backup Solution implementation including all proposed interfaces and customisations involved. The System Specification Document shall be signed off by the ReBIT on acceptance of the same.
2. The Bidder may suggest amendments to the processes that would suit the product solution offered for a seamless integration and document the same to suit the proposed “Enterprise backup Solution” as envisaged in the Study Report. However, the objective and output of the process should not change. On acceptance of the final solution by the ReBIT, the Bidder cannot deviate from the agreed solution under any circumstance unless agreed by the ReBIT. The agreed solution shall be binding on the part of the Bidder and inability to deliver the solution may result in annulling the contract and the same being awarded to another vendor as per the decision of the ReBIT. The ReBIT shall impose financial penalties or / and invoke the performance ReBIT guarantee in such circumstances.
3. The Bidder is expected to prepare the System Requirement Specification Document containing the following details but not limited to:
 - a) Overview of the Process with System/Application FAQs
 - b) Security features
 - c) Application deployment architecture with Hardware topology
 - d) User manual & Run Book
 - e) Version description document
 - f) Application upgradation and patches management document
 - g) Architecture & design document including Traffic flow document between the devices
 - h) IP address allocations to various components
 - i) Project Plan with milestones, resourcing and deliverables
 - j) Inventory list consisting hostnames, make, model, serial number
 - k) Testing cases and test results documented before and after implementation.
 - l) Standard Operating Procedures
 - m) Industry Best Practice Use cases and customization for ReBIT
 - n) Vendor support details and escalation matrix
 - o) OEM support details and escalation matrix
 - p) List of reports related directly/ indirectly to module(s)/ customisation/ interface
 - q) IT Security and Backup Architecture and parameterization with relevant details
 - r) Handling of Logs
 - s) User Manual and on-line tutorial
 - t) Performance Measurement Matrix.

5.2.4 Backup and Archiving

1. There shall be a provision for taking backups and archive the replica of the systems’ database and the application as well. There should be a provision of adequate Business Continuity Management (BCM).
2. The methodology for the backing up of data and its archival may be indicated.
3. The methodology or strategy used should be in alignment with ReBIT’s Backup and Archival strategy.
4. The Application should have a capability for easy retrieval of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.

5.2.5 Activity Log Management

There shall be provision for complete audit trail of all operations by the users. There shall be provision / functionality to track down all backend modifications as per assigned users’ roles and responsibilities if any, by any user, which can be retrieved and analysed to get the complete history of the issue. The vendor may take it as an input for redressal of the issue, if the same is application related.

5.2.6 Documentation Requirement

Documents	Phase
Bidder are required to share the hardware specifications	Required as part of Technical Bid
Solution deployment architecture with Hardware topology	Required as part of Technical Bid
System/Application FAQs.	Required as part of Technical Bid
Procedural Details about integration with other tools - a) SIEM b) Sappahire ITSM c) DLP	Required as part of Technical Bid
Lifecycle policy of the proposed application including available date, end of support, frequency of new version release etc	Required as part of Technical Bid
Backup and Restore of the tool configuration and database	Required Before GO-LIVE
User manual	Required Before GO-LIVE
Application upgradation and patches management document.	Required Before GO-LIVE
Installation manual	Required Before GO-LIVE
Implementation manual	Required Before GO-LIVE
Security check Manuals	Required Before GO-LIVE

5.2.7 Testing (System Integration Testing and User Acceptance Testing)

The Bidder shall deliver the required hardware and software to implement enterprise backup solution and test the solution to meet the ReBIT technical and functional requirements as per scope of work.

The Bidder shall demonstrate and operate the deployed system for two weeks to fix all the implementation issues without any additional cost to ReBIT.

1. The Bidder's resources will be required onsite during the testing phase.
2. All security issues identified will have to be either resolved or a mutually accepted remediation should be agreed upon between the ReBIT and successful Bidder.
3. The Bidder shall provide test plan, test cases and test results.
4. The Bidder should provide test cases for UAT for ReBITs review. Upon finalisation of test cases, user acceptance testing will be started by the business users.
5. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Bidder. Any exceptions will have to be documented and signed off by the ReBIT.
6. The Bidder is expected to make all necessary modifications to the solution, customisations, interfaces, etc., if there are performance issues or errors identified during testing, which will be undertaken by ReBIT officials.
7. The Bidder will assist ReBIT in preparing the test cases, including the test data. The Bidder will assist in conducting all the tests and comparing/ analysing the results. Any bugs identified will have to be rectified and subsequent patches/ versions will also have to be tested.

8. The testing also includes testing to ascertain whether the response time, the bandwidth usage & performance of the solution are as per the expectations of ReBIT and would involve an error free dry run of the customised solution and end-run simulation.
9. REBIT shall accept the application software only after the critical or major Bugs are fixed.
10. The Bidder shall be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/ testing phases.
11. The Bidder shall be responsible for providing and updating system & user documentation as per the modifications.

5.2.8 Implementation

The implementation phase shall be deemed as completed in all respects only after:

- All applications and services are implemented as per the intent of this RFP.
- All functionalities mentioned in this RFP have gone live.
- All the related trainings are completed, and post training assessment carried out by the ReBIT.

VAPT exercise shall be conducted by the ReBIT, it shall be the Bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the ReBIT during the contract period

5.2.9 Security Requirements

1. Provide security in compliance with ReBIT security requirements to protect the confidentiality, integrity, and availability of the information systems.
2. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
3. Vendor will not copy any 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.
4. Standards Benchmark - To ensure that all parties have a common understanding of any security issues uncovered, ReBIT VAPT team or independent organization will conduct the VAPT and shall provide vulnerability rating's (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common Weakness Enumeration (CWE).

5.2.10 Training

1. The bidder is expected to define the approach that will be taken to train ReBIT's resources on the technical aspects of the solution.
2. The training should include the architecture, software, integration, customization, deployment guidelines, troubleshooting reporting and other aspects of the solution (if applicable).
3. The Bidder should train ReBIT personnel for independent operation, creation of policies/rules, generation of reports, and analysis of the reports, troubleshooting and familiarization of features, policy configuration etc. post implementation
4. The Bidder should prepare the end-user manuals, FAQs and Admin Manuals.
5. The Bidder should submit detailed course content and provisional agenda along with the Bid.
6. Hands-on Training should be provided on annual basis through OEM certified trainers for minimum of 4 hours at least for 3 users.

5.2.11 Go-Live

1. Before the final Go-Live the Bidder has to complete the development/ customization of the application as per the Technical Specifications agreed with the ReBIT.
2. The Go-Live is an end-to-end responsibility of the Bidder who will manage total planning, hand holding support as per the scope of work.
3. Bidder should provide 30 Days of hand holding support post Go-Live.
4. On satisfactory performance of application post 30 days from Go-Live, ReBIT will issue Completion Certificate.
5. In case of the Go-Live delays by the Bidder the financial Penalty as per the ReBIT's discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the

maximum of 10% of the total contract value as per the agreement between the ReBIT and the successful Bidder.

5.3 Support Period – Deliverables

- i. The bidder is required to provide support for a period of five years from the date of system acceptance date or GO-LIVE date.
- ii. Unlimited on call support and onsite support if the issue is not resolved through on call support within subscription period.
- iii. Fulltime onsite support is not required. Only when there are issues, an on-site support will be required during the subscription period.
- iv. Bidder should provide and implement any security patches/ upgrades/ updates for Enterprise Backup Software as and when released by the Vendor/ OEM or as per requirements of ReBIT and the same shall not be included as a part of change management. Bidder should bring to notice of ReBIT all release /version change.
- v. Bidder should obtain a written permission from the ReBIT before applying any of the patches/ upgrades/ updates in UAT or live environment.
- vi. Onsite support should be provided to implement / configure new features or functionalities as and when required by ReBIT
- vii. The bidder should share / deliver SLA reports and Call Reports so that quarterly payment can be released.

5.4 Guidelines for Maintenance and Support

1. Certify and complete continuity planning according to ReBIT security requirements before moving information systems into a production status. Audits will be conducted by ReBIT to ensure security, any gaps identified will be remediated by the vendors.
2. Vendor should develop a disaster recovery plan for restoration of the system in the event of a disaster or major incident.
3. Vendor should follow ReBIT policy on Change, Patch & Incident management process.
4. Vendor should maintain audit logs for all monitoring and events according to ReBIT policy and provide this information upon request. These audit logs must be secure and stored as per defined retention policy.
5. All exceptions to be documented and signed off by appropriate ReBIT personnel.
6. Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to the application should be disclosed.
7. Additional guidelines would be provided based on the support scenario that's decided between vendor and ReBIT.

5.5 Project Milestones

Project Milestones	Deliverables/ Key Activities	Timeline	Payment
Delivery and Deployment as mentioned in section 5.2.1, 5.2.2 and 5.2.3	<ul style="list-style-type: none"> • Delivery of Backup Software & Hardware • Deployment of Solution • Submit documents as mentioned in Section 5.2.3 	4-6 Weeks from PO	NIL

<p>Testing, Implementation, Training & Go Live as mentioned in section 5.2.7, 5.2.8, 5.2.10 and 5.2.11</p>	<ul style="list-style-type: none"> • VAPT & RA observation closure • SIEM and AD integrations • User and Technical Documentation • Client Training Feedback from Users • Client Handbook • E-Learning • Training should be provided once the implementation of the Tool is completed, as per the mutually agreed schedule between ReBIT and the successful bidder. • Go-Live certificate 	<p>2-3 Weeks from Delivery and Deployment</p>	<p>100% of subscription cost for Year 1 (Point No. 1 of Annexure I - Price Bid Format)</p>
<p>30 days after Go-Live</p>	<ul style="list-style-type: none"> • Project completion certificate 	<p>30 Days after Go-Live</p>	<p>100% of Implementation and training cost for Year 1 (point No. 2 and 3 of Annexure I - Price Bid Format)</p>
<p>Renewal of Subscription for 2nd, 3rd and so on upto 5th year.</p>	<p>Renewal of Subscription for Year 2 and Year 3</p>	<p>Yearly</p>	<p>100% of subscription cost for Year 2nd, 3rd and so on upto 5th year (point No. 1 of Annexure I - Price Bid Format), after deduction of SLA penalties (if any) for preibious year.</p>

5.6 Post Implementation

The post implementation period will start after 30 days of successful “Go-Live” of the project. Post implementation will be from the day starting after the last day mentioned in Project Completion Certificate by ReBIT.

5.6.1 Incident Management and Response Management

The Bidder should define various categories of incidents and response times for resolution of the same. These should be commensurate with the service levels requirement specified in the RFP Section 17.3. The Bidder should also define an escalation matrix for escalation of incidents in the event that it is not resolved within the defined time frame. The Bidder should also provide periodic reports to ReBIT detailing the various incidents reported divided category wise along with steps taken to resolve the same and response time for the same.

5.6.2 Change Management

- i. Post-Implementation, any request by ReBIT that results in major changes in the standard feature of the application and / or a new feature is required to be added based on ReBIT requirement, and which requires considerable effort for customisation would be considered as part of Change Management. Any minor changes required in the application such as update, upgrade, Patch Management, Security patches, bug fixing, additional report and application maintenance items will not be considered as part of Change Management. The vendor should maintain records of all such changes made in the application with a proper

audit trail and timestamp. There should be an appropriate roll back mechanism which is identified and tested if changes are not successful. ReBIT would initiate or invoke penalty clause in case of repeated roll-back of change request (more than 2 roll backs). Bidder is required to follow the Change Management procedure defined by ReBIT. ReBIT's Change Management process will be shared with the Selected Bidder.

- ii. Any standard functionality available in the proposed Enterprise Backup Solution would not form part of the Change Request submitted by the Bidder. Bidder should provide and implement any security patches/ upgrades/ updates for Software/ OS/ Middleware etc. as and when release by the Vendor/ OEM or as per requirements of ReBIT and the same shall not be included as a part of change management. Bidder should bring to notice of ReBIT all release /version change. Bidder should obtain a written permission from the ReBIT before applying any of the patches/ upgrades/ updates in UAT or live environment.
- iii. The procedure that would be adopted for evaluating Change Requests will be mutually agreed between ReBIT and the vendor.
- iv. The Bidder is required to develop a change management methodology to ensure all application changes and technical changes (after go-live), are reviewed, tested, approved, implemented, and verified post implementation.
- v. All change requests should be documented and should have a numerically assigned number in sequential order.
- vi. Changes should be implemented in a controlled manner and should be tested in the test (non-production) environment prior to implementation. The impact of technical changes on application environment should also be performed. Dependencies of changes should be documented.
- vii. A release schedule should be maintained for all changes, so as to provide minimum disruption to business services. The Bidder will be required to perform analysis of change requests to review frequently occurring issues, trend analysis, and an analysis report to be provided to the ReBIT along with a summary report.
- viii. The Bidder should quote the unit costs (man day charges) for affecting the Change Management Requests.

6. Locations to be covered

The services are required at ReBIT's office in 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.

7. 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.

8. Bidding Process:

8.1 Language of Bid

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

8.2 Authorization to Bid

The proposal / bid being submitted would be binding on the Bidder. As such, it is necessary that authorized signatory of the firm or organization sign the bid documents. The signatory should be either CEO or authorised by the CEO or the Board of the organization. The Bidder shall provide proof of signature identification for the above purposes as required by ReBIT

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

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

8.3 Bid Security/ EMD

The Bidder should deposit bid security of ₹1,00,000/- (Rupees One 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. 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)

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

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

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

The Earnest Money Deposit (EMD) may be forfeited:

- If the successful bidder withdraws/revokes offer or modifies/changes the same.
- If the successful bidder fails to submit the Performance Bank Guarantee within the stipulated period. Additionally, ReBIT at its discretion may also cancel the contract awarded to the selected Bidder without giving any notice.
- If the successful bidder makes any statement or encloses any form/document which turns out to be false/incorrect/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 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.

8.4 Bid & Price Validity

Bids should remain valid for the period of at least 180 days from the submission date of bid. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by ReBIT in case of need. Any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

Finalized prices shall remain valid for contract period from the last date of submission of commercial bid. The commercial offer shall be on a fixed price basis, no upward revision in the price would be considered. ReBIT reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary

8.5 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. 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.

8.6 Clarifications and Amendment in RFP Documents

Queries / clarifications will not be entertained over the phone. Bidders requiring any clarification of the RFP may notify ReBIT in writing strictly as per the format given in Annexure-E at the address/by e-mail given in this document within the date/time mentioned in the schedule of events.

It may be noted that no query of any Bidder shall be entertained / received after the mentioned date. Queries raised by the prospective Bidder(s) and ReBIT's response will be available at ReBIT website.

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

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

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.

8.7 Two-part Bid

The Bid shall be submitted in two parts:

Part I : Technical Bid. No price information should be provided in Part-1.

Part II : Price Bid

8.7.1 Part I : Technical Bid

- i. The Technical Bid submitted should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- ii. 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 any scheduled commercial Bank along with the Technical Bid to be submitted online and the original copy of the same to be couriered as per the instructions provided in the RFP.
 - b. The documents as requested in **Annexure – A** are to be submitted.
 - c. All the Annexures should be submitted on letter head of Bidder's company and duly signed with seal of the company. Self attested photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.
 - d. 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. 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.

8.7.2 Part II : Price Bid

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

- i. The Price Bid should be submitted as per **Annexure-I** 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.
- ii. Payment for licences consumed subsequently will be done as per the license rate (unit rate) shared by the Bidder as response to this RFP in Annexure I.
- iii. 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 I** is allowed. Any deviations may lead to disqualification of the bid.
- iv. All the prices quoted shall be in Indian Rupees (₹). The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this RFP will be considered.
- v. The prices mentioned in **Annexure I** should be CIF ReBIT office, Navi Mumbai.
- vi. 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.
- vii. 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.
- viii. All out of pocket expenses, travelling, boarding and lodging expenses for the entire project period and subsequent agreement is included in the prices and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc

8.8 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 the deadline for submission of bids by releasing corrigendum to this tender document.

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

8.9 Modification and Withdrawals of Bid

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

8.10 Bid Opening and Evaluation Process

- i. Technical bids will be opened as per the date and time mentioned in the schedule of events.
- ii. ReBIT will follow a two-step evaluation and selection process.

- iii. Bids of those bidders which meet the minimum eligible criteria will be considered for technical evaluation.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The selection of successful Bidder will be based on **Lowest Commercial Bid** offered by eligible technically qualified bidder.

8.10.1 Technical Bid Evaluation

- i. Bids of those bidders which meet the minimum eligible criteria will be considered for technical evaluation as per **Annexure G**.
- ii. The technical bids will be opened by ReBIT online as per the bid opening date and time specified in the RFP.
- iii. Initial proposal scrutiny will be held and proposals will be treated as non-responsive and rejected, if proposals are:
 - Not submitted in the format specified in this RFP
 - Received without letter of authorisation
 - Non-compliant with any of the clauses specified in this RFP
 - Have lesser than prescribed validity period
 - Submitted with incomplete information, subjective, conditional offers and partial offers
 - Submitted without the documents required under this RFP including EMD.
- iv. Eligible technical proposals shall be evaluated by ReBIT according to the technical evaluation process defined in this RFP. ReBIT may, at its discretion, seek clarifications or ask the Bidder to make technical presentations on any aspect.
- v. ReBIT at its discretion may reject the proposal of the Bidder without assigning any reason whatsoever, if in ReBIT's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the ReBIT.
- vi. The evaluation will be undertaken by a Committee formed for the purpose by ReBIT which consists of senior ReBIT officials and may also contact external experts. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.
- vii. The following criteria shall be used for evaluation of technical proposals

#	Evaluation Criteria	Maximum Marks	Cut off	Document to be submitted
A	Technical Specifications	80	All "Must-Have" requirements should be met. Total score of the bidder should be equal or more than 70 Marks in Technical Specifications (Annexure H).	Technical Bid
B	Bidder Presentation for Backup Solution Capability & Implementation	20	15 Marks	Technical Presentation

#	Evaluation Criteria	Maximum Marks	Cut off	Document to be submitted
	Total	100	85 Marks	

- viii. Bidders, whose technical proposals are responsive, fully compliant and score 85 marks in technical evaluation shall be considered as technically qualified.
- ix. All technically qualified Bidders will be notified to participate in the price bid opening process.
- x. The technical bid evaluation decision of ReBIT shall be final. No correspondence shall be entertained in this regard.
- xi. In preparing the response to Technical Criteria, the Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal. The technical proposal should clearly demonstrate the Bidders understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP. While preparing the Technical Proposal, the Bidders must give attention to the following:

A. Technical Specification

- i. Technical Specification mentioned at **Annexure - H** is comprised of “Must Have” and “Good To Have” requirements - **Total marks 80**
- ii. Detailed response and evident document is expected from bidder on each technical point (please be as elaborate as possible and demonstrate on how your solution addresses these points). Only detailed response along with successful demonstration on each point categorised as “Must Have” will be considered for scoring, bidder will be disqualified in “Technical Specifications Sheet” scoring stage itself in case Bidder do not elaborate on any of the point of the technical specifications.
- iii. All the “Must-have” criteria and “Good-to have” criteria should be demonstrated during the Presentation / Product demonstrations
- iv. “Must Have” requirement will carry weightage of **10 Marks. Total Marks - 70**
- v. “Good To Have” requirement will carry weightage of **1 Marks. Total marks - 10**
- vi. Those bidders who satisfy all the “Must-have” requirements and achieve 70 marks cut-off will be called for Presentation.

B. Bidder Presentation for Product Implementation

- i. Bidders are required to provide Presentation for Implementation / Product Demonstration of the solution proposed. Presentation shall be done using web conferencing and / or video conferencing.
- ii. Presentation by bidders shall be evaluated on the following parameters:

#	Evaluation Criteria	Scoring Logic	Maximum Marks
A	Product features	1= Poor, 2= Average, 3 = Good, 4= Excellent,	4
B	Implementation, Operations and Training	1= Poor, 2= Average, 3 = Good, 4= Excellent,	4
C	Bidder and OEM support	1= Poor, 2= Average, 3 = Good, 4= Excellent	4
D	Proposal clarity (scalability, felxibity and adaptbiltiy)	1= Poor, 2= Average, 3 = Good, 4= Excellent,	4

#	Evaluation Criteria	Scoring Logic	Maximum Marks
D	Customer reference and Additional Features	1= Poor, 2= Average, 3 = Good, 4= Excellent,	4
	Total	Cut-Off - 15 Marks	20

8.10.2 Price Bid Evaluation

- i. The Price bids of only bidders who scores atleast 85 marks in technical evaluation shall be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
- ii. If a Bidder quotes NIL price / consideration, the bid shall be treated as unresponsive and will not be considered.
- iii. Price bid evaluation shall be considered as below in case of any kind of discrepancy:
 - a. If there is a discrepancy between words and figures, the amount in words shall prevail
 - b. Where there is a discrepancy between the item-wise quoted amounts and the total quoted amount, the item-wise rate will govern.
 - c. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
 - d. If there is discrepancy between unit price and total price, the unit price shall prevail
 - e. Where there is a discrepancy between the phase-wise quoted amounts and the total quoted amount, the phase-wise rate will govern unless, in the opinion of ReBIT, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
 - f. If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.
- iv. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case ReBIT will be free to accept the Total Bid amount as mentioned in the field "**Total Cost of Ownership (TCO)**" in Annexure-I.
- v. If the Bidder does not accept the arithmetical corrections made by ReBIT, its proposal will be rejected.
- vi. Items described in technical proposal but not priced in price bid shall be assumed to be included in the prices of other activities or items.
- vii. The Bidder with the **Lowest Commercial Bid** will be selected as successful bidder.

8.11 Award of contract

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

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

ReBIT shall award the Contract, subject to approval from the approval authority to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the shortlisted Bidder. Provided further that the Bidder is determined to be qualified to perform the contract satisfactorily and their credentials have been verified. 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. Within 15 days of receipt of the notification of award, the successful Bidder shall execute a contract with ReBIT in accordance with the terms and conditions of this RFP. For execution of contract agreement promptly after the successful Bidder is notified, the Bidder will be sent the contract incorporating all agreements between the parties. The supplier should acknowledge and unconditionally accept, sign, mention the date and return the contract within 5 days from the date of issue of contract.

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

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

9. Performance Bank Guarantee

The successful Bidder shall provide a Performance Bank Guarantee for 10% of the Total Cost of the Project as arrived at Annexure I for a period of 5 years 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.

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

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

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

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

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

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

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

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

10. Rejection of Bid

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

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

11. Payment Terms and Milestone

ReBIT shall endeavour to make all payments for the products / services delivered to it, based on completed milestones mentioned at 5.5, within a period of forty-five (45) days from the date of acceptance of invoice by ReBIT.

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

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

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

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

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

12. Taxes and Duties

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

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

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

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

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

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

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

this RFP and subsequent agreement provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.

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

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

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

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall 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.

13. OEM Authorization

It will be the sole responsibility of the Bidder to get the proposed technical solution vetted by the OEM as part of the response, if he is not the OEM; and submit a copy of the same to the ReBIT confirming their partnership regarding the implementation of the project. The Bidder should collaborate with the OEM at all stages of the Solution implementation to the satisfaction of the ReBIT. The Bidder needs to adhere to the project timelines at all costs irrespective of any constraint being faced by the OEM. The bidder will be responsible for any loss, damage, late-payment, penalty arising out of non-fulfilment of obligations by OEM.

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. Bidders should ensure that the OEM authorisation letter shared by them covers all the points mentioned in this section

14. 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.

15. Termination

- i. ReBIT reserve the right to terminate the contract in case of any the following (but not limiting to):
 - Deficiency in the Product / Solution / Service in terms of, uptime (basis the SLA reports), reporting, enhancements (updates and Upgrades are not received as per

- the frequency defined in Technical Specification sheet, escalations are required to be done frequently, etc.
- Breach of terms & conditions in NDA, leakage of ReBIT's Intellectual Property due to misconfiguration, wrong configuration, no-action or limited action on available threat Intelligence or threat advisories.
 - Deletion, modification, tampering of ReBIT's logs.
 - Non-adhering to regulatory compliance for ReBIT data.
 - Leakage of any confidential information.
 - In case of the bidder going insolvent, getting blacklisted, involvement in fraud, etc.
- ii. ReBIT reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by ReBIT if the progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory for any reason. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, ReBIT reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ReBIT may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will survive even where, for any reason, the contract is cancelled. ReBIT reserves the right to recover any dues payable to the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under the contract or any other contract/order.
- iii. On termination of the project/Contract, the Bidder commits to provide all necessary support in transitioning the project to new incumbent identified by ReBIT, handover all documentations, provide team support during the handover period and ensure a seamless and smooth transition.
- iv. ReBIT reserves its right to cancel the Purchase Order / Contract at any time by assigning appropriate reasons and recover expenditure incurred by ReBIT in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- a. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by ReBIT in the purchase order.
 - b. Delay in completion of Acquired Services.
 - c. Serious discrepancies noted in the inspection.
 - d. Breaches in the terms and conditions of the Order.
- v. ReBIT reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by ReBIT on the following circumstances:
- a. Non submission of acceptance of order within 7 days of order / notification of award.
 - b. Failure of the successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 15 days from notification of award.
 - c. Delay in delivery beyond the specified period.
 - d. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
 - e. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
 - f. Excessive delay in execution of order placed by ReBIT.
 - g. The selected Bidder commits a breach of any of the terms and conditions of the bid.
 - h. The Bidder goes 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.
- vi. ReBIT shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services.
- vii. ReBIT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.
- viii. In addition to the cancellation of purchase order / Contract, ReBIT reserves its right to invoke the Performance Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- ix. In addition to the cancellation of contract, ReBIT reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. ReBIT reserves right to exit at any time after giving notice period of one month during the contract period.
- x. Additionally, the selected bidder will also refund payment received on account of ReBIT ENTERPRISE BACKUP SOLUTION project without any time delay.
- xi. 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.

16. 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.

17. Service Level Agreement (SLA)

17.1 Purpose and Objective of SLA

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

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

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

The Bidder should provide SLA monitoring tool/system which will be used for monitoring SLA based on the SLA defined.

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

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

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

17.2 Definitions

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

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

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

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

2. The “Scheduled Business Operation Hours” for a given time frame are calculated after deducting the planned downtime which can be taken on the system only with prior notice to REBIT and with mutual consent of REBIT and the Bidder.
3. “Business Downtime” is the actual duration for which the system was not able to service ReBIT or the Clients of ReBIT, due to System or Infrastructure failure as defined by ReBIT and agreed by the Bidder. The "Business Downtime" would be calculated on daily basis and for all performance appraisals, the daily downtime would form part of core measurement for assessment/ escalation/ penalty, etc."
4. The “Working Hours” would be from 9:30 AM to 6:30 PM from Monday to Friday. Further, ReBIT expects the Bidder to recognize the fact that ReBIT might work in extended hours to provide the expected customer service as well as for statutory reporting.
5. “Business Operation Hours” shall be “One Hour” prior to the start of “Working Hours” and would end “One Hour” after “Working Hours”. “Business Operation Hours” for Data Centre and Disaster Recovery Centre would be same.

Any issue could be classified under the following four categories:

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

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

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

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

17.3 Service level Requirements

The Bidder is expected to take care of the systems by covering them under the contract period

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

3	Level 3	2 Hours	2 Working Day
4	Level 4	4 Hours	3 Working Days

TTR shall be computed as total downtime per month. The TTR values given in the above table, therefore, define the maximum acceptable downtime in the specified time and conditions. A failure that does not result into a level 1 or level 2 incident considered as level 3 and level 4, is still required to be resolved by the Bidder in the duration as mentioned in the above table.

Service Degradation is a scenario where the service quality degrades for a continual period by more than 20% of expectation at any point (measured in terms of response time).

The vendor should adhere to SLA as per the OEM Service Support Policy listed on their website.

17.4 Penalties

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

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

Criticality →	
Elapsed Time of unavailability for end users	Penalties in (INR)
Up to 8 hours	NILL
Up to 24 hrs	2.5% of the total support cost of a year
Greater than 24 hours	5% of the total support cost of a year

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

18. Liquidated Damages (LD)

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

- i. In case of delay by the Bidder in any stage of the project milestone, the financial Penalty as per the ReBIT’s discretion will be imposed on the Bidder at 1% of the total contract value per week of delay, to the maximum of 10% of the total contract value as per the agreement between the ReBIT and the successful Bidder.
- ii. ReBIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ReBIT to the company and to terminate the contract after 4 weeks of delay.
- iii. Part of week will be treated as a week for this purpose.
- iv. However, ReBIT may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- v. ReBIT will deduct the amount of liquidated damages from the payment due of the same project from the Successful Bidder or invoke the Bank Guarantee. ReBIT may also withhold the amount to be recovered from the payment due from other projects held by the same Bidder.
- vi. Any such recovery or liquidated damages shall not in any way relieve the successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- vii. ReBIT reserves the right to condone the delay, if it is not attributable to the successful Bidder.

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

19. 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 salient aspects of security that the vendor needs to follow will be shared by ReBIT. 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 security risk assessment will be carried out for the selected partner as detailed in Section 24 below.

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

20. Confidentiality

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

- i. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by ReBIT
- ii. To only make copies as specifically authorized by the prior written consent of ReBIT and with the same confidential or proprietary notices as may be printed or displayed on the original;
- iii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- iv. To treat all Information as Confidential Information.
- v. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with ReBIT as per prescribed format provided in Annexure O within 15 days of issuing the purchase order/notification of award.

21. 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.

Limitation of liability will not be applicable to any legal injuries suffered by ReBIT due to the Service Provider in following scenarios:

- a. fraud, wilful misconduct or gross negligence;
- b. breach of intellectual property with respect to third party claims; and
- c. breach of confidentiality, cybersecurity breach or data losses.

22. Indemnification

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

with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.

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

23. 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.

24. Vendor Security Risk Assessment

i. General Security Requirements

- Vendor / Bidder should have the security controls in place to protect sensitive and/or confidential information shared with the vendor.
- Ensure that any agent, including a 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.

ii. Security for Support & Maintenance

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

25. Force Majeure

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

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

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

26. Vicarious Liability

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

27. Non-Payment of items/activities fees

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

28. Assignment

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

29. Non-Solicitation

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

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

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

30. No Employer-Employee Relationship

The Bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, / be deemed to have any employer-employee relationship with the ReBIT or any of its employees /officers / staff / representatives / personnel / agents.

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

31. Ownership

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

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

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

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

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

32. Tender/RFP Cancellation

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

33. Publicity

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

34. 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.

35. Jurisdiction

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

Annexure A: Submission Checklist

The Bidder must ensure that the following have been submitted as a part of the Technical Bid submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the Bidder from the bid.

Items	Submitted (Bidder)	Verified (REBIT)
Index of all the documents, letters, signed RFP etc. submitted in response to this document along with page numbers.	<input type="checkbox"/>	<input type="checkbox"/>
Annexure B: Proposal Submission Covering Letter	<input type="checkbox"/>	<input type="checkbox"/>
Annexure C: Self Declaration of Relatives in ReBIT	<input type="checkbox"/>	<input type="checkbox"/>
Annexure D: Self Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>
Annexure E: Bidders Queries Format	<input type="checkbox"/>	<input type="checkbox"/>
Annexure F: Bidder's Details	<input type="checkbox"/>	<input type="checkbox"/>
A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorised to sign the Bid document.	<input type="checkbox"/>	<input type="checkbox"/>
Demand Draft towards the Earnest Money Deposit.	<input type="checkbox"/>	<input type="checkbox"/>
Annexure G: Minimum Eligibility Criteria	<input type="checkbox"/>	<input type="checkbox"/>
Annexure H: Compliance to Technical Specifications. (Bidders to submit all relevant catalogues duly highlighting the relevant specifications)	<input type="checkbox"/>	<input type="checkbox"/>

Items	Submitted (Bidder)	Verified (REBIT)
Annexure J: Bidder's Experience	<input type="checkbox"/>	<input type="checkbox"/>
Annexure K: Manufacturer's Authorisation Form if the Bidder is not an OEM.	<input type="checkbox"/>	<input type="checkbox"/>
Annexure L: Proposed Team Profile	<input type="checkbox"/>	<input type="checkbox"/>
Annexure P: Confidentiality and Non-Disclosure Agreement Undertaking	<input type="checkbox"/>	<input type="checkbox"/>
Escalation Matrix for Warranty Period	<input type="checkbox"/>	<input type="checkbox"/>
Copy of the Bid document along with all clarifications released by ReBIT duly stamped and signed on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word / PDF format.	<input type="checkbox"/>	<input type="checkbox"/>

Submission Checklist for Commercial Bid

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

Commercial Bid Documents	Submitted (Bidder)	Verified (ReBIT)
Annexure I: Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>

Annexure B: Proposal Submission Covering Letter

[Insert: Location, Date]

To,

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

Madam/Dear Sir,

We, the undersigned, hereby offer to provide professional services for **Setup and Implementation of Enterprise Backup Solution** in accordance with your Request for Proposal # **ReBIT/2020/CPO/021** dated **28th December'2020** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours Sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure C: Self Declaration of Relatives in ReBIT

(On letterhead of the Bidder)

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

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

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

(On letterhead of the Bidder)

Strictly Private and Confidential

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

[Date]

Dear Sir / Madam,

Sub: Request for Proposal for **Supply and Implementation of Enterprise Backup Solution** with reference number (RFP: ReBIT/2020/CPO/021) dated 28th December 2020.

Further to our proposal, in response to the Request for Proposal for **Supply and Implementation of Enterprise Backup Solution** with reference number RFP: ReBIT/2020/CPO/021 dated 28th December 2020 (hereinafter referred to as "RFP") issued by Reserve Bank information technology Pvt Ltd (hereinafter referred to as "ReBIT") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure E : Bidders Queries Format

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

#	Clause no.	Page no.	Clause	Query	ReBIT Response

Annexure F : Bidder's Details

#	Parameters	Response
1	Name of the Firm/Company	
2	Year of Incorporation in India	
3	Names of the Partners/Directors	
4	Name and Address of the Principal Banker	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Office in Mumbai (if any)	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number/Mobile No.	
	c) E-mail ID.	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2020

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure G : Minimum Eligibility Criteria

(On Bidders Organisation's Letterhead)

The Bidder may note that the below criteria is of critical importance and non-adherence of the Bidders proposed solution to any would lead to disqualification from further bidding process

Sr. NO	REQUIREMENTS	YES / NO	List of Documents to be Submitted
1	The Bidder must be an entity registered with the Registrar of Companies under Companies Act, 1956/2013		<ul style="list-style-type: none"> • Copy of the Partnership deed/ Bye Law / Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. • GST registration number, as applicable
2	The Bidder should have a Positive Net Worth in last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020.		Certificate of the Chartered Accountant specifying the Positive Net Worth for the specified period.
3	The bidder should be in Net Profit (Profit After Tax) in the last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020.		Audited financial statements including profit and loss statement to be submitted/ or Certificate of the Chartered Accountant for the specified period.
4	The bidder should have an Average Annual Turnover of atleast Rs 5 Crores in the last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020.		
5	The proposed OEM's Enterprise Backup Solution shall be listed as part of the latest Gartner Magic Quadrant/ Forrester or any other leading analytics report.		Latest Gartner Magic Quadrant / Forrester or any other leading analytics report for Enterprise Backup Solution should be shared
6	The bidder should have executed 2 or more projects worth 50 Lacs each of the proposed OEM's Enterprise Backup Solution in the last 3 years in BFSI Sector/ Govt. Sector/ Any Other Sector of similar scale in India as on 30th June'2020.		<p>A) Bidder to submit documentary evidence such as satisfaction/ credential letter from the client clearly stating the scope of work and project value</p> <p>OR</p> <p>Completion letter from the client indicating the scope of work executed by the Bidder and the project value</p> <p>B) Contract / PO Copy as documentary evidence proving project value</p> <p>The onus of proving the credential via documentary evidence is of the Bidder.</p> <p>In case, the Bidder is unable to provide any of the above, it will be the ReBIT's discretion to evaluate the claim in this regard.</p> <p>Note: Only completed assignments will be evaluated. Projects under implementation</p>

Sr. NO	REQUIREMENTS	YES / NO	List of Documents to be Submitted
			<p>or not completed for any reason will not be evaluated.</p> <p>The name of the Bidder and the proposed OEM solution needs to be in sync with the credential letters / contract copies. Exceptions may be made in case of divestiture, M&A.</p>
7	<p>The Bidder should be OEM or Original Solution Developer (OSD) or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD in India with authorisation to Setup and Implement the proposed Enterprise Backup Solution in accordance to this RFP requirements.</p> <p>i. OEM or its SI can participate but both cannot participate in the RFP.</p> <p>ii. If Bidder is not OEM, the Bidder can participate through only one OEM.</p>		<p>Manufacturer authorization Form as specified in Annexure - K is to be submitted if the Bidder is not the OEM/OSD.</p> <p>If the Bidder is not OEM/OSD, then the OEM / OSD shall take complete ownership and accountability for successful deployment and implementation of the SAST tool at ReBIT through the participating Bidder.</p>
8	<p>Bidder should not be currently blacklisted from any of the government, semi government institutions, public/private companies etc. in India and abroad.</p>		<p>Declaration is required on bidder's letter head.</p>
9	<p>There is no court case or insolvency proceedings pending against the bidder.</p>		<p>Declaration is required on bidder's letter head.</p> <p>If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the case /action(s).</p>

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

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

Eligibility criteria mentioned at SI No 2 to 6 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the following:

- “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having “Start-up” company status, can claim exemption for eligibility criteria as mentioned above.

Authorized Signature

Annexure H : Technical Specifications

Sr. No.	Requirement specification	Requirement categorisation	Compliance (Y/N)	Vendor Comments	Score
1	Scalability (without any additional customization efforts)	Must-have			10
2	Reporting Capabilities (Management reports and configurable additional reports) should provide backup report such as integrity, status, pending, failed, etc.	Must-have			10
3	Data Protection and Recovery with Encryption technologies	Must-have			10
4	Support for Hypervisors, Application and Storage	Must-have			10
5	Data De-Duplication and Compression (as a parameter)	Must-have			10
6	Backup copy to external media (TAPE/USB/CD)	Must-have			10
7	Compatibility with all major OS and DB platforms and file types.	Must-have			10
8	Integrated Email archival solution <ul style="list-style-type: none"> Mailbox Retention E-Discoverable User Accessibility for Archived Mails Audit and Compliance Data Compression 	Good To Have			1
9	Solution should be able to take Network devices configuration Backup such as Firewalls, Switches, Proxies, Routers, and Load Balancers	Good To Have			1
10	Solution should support auto backup solution for network devices for configuration backup	Good To Have			1
11	Solution should provide TFTP or FTP services	Good To Have			1
12	Comply to standards including PCI, GDPR, and NERC that require network configurations to be backed up and stored securely	Good To Have			1
13	Verifies device/systems backups are complete	Good To Have			1
14	Solution should restored systems/network devices backup in one click such as firewall, router, switches, proxies	Good To Have			1
16	Solution should keep last three consecutive backup (backup retention period should be a parameter)	Good To Have			1
17	Support for NDMP protocol is required. Backup must support NFS/CIFS & other file systems	Good to have			1
18	system should be manageable with web interface/SSH or through management port securely	Good to have			1
Total Score					80

Annexure I : Commercial Bid Format

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

(On letterhead of the Bidder)

Total Cost of the Ownership (TCO) should be calculated in below format.

1. TCO shall be calculated for 5 years and payment will be released on yearly basis.
2. Hardware, software, implementation, support and AMC will be considered subscription cost.
3. Prices asked for 50 users/systems or upto 5 TB backup usable storage space minimum, bidders required to provide slab wise prices for next slabs with incremental of 10 users/systems or 1 TB.
4. If the proposed Hardware/ Appliance is not integrated part of solution, Bidder has to provide the respective cost of Third-Party Hardware/Appliance in Sr. No. 5. Bidder has to take care of any additional cost which may arise due to scalability for Hardwares for any incremental license / subscription cost.

		Year 1		Year 2		Year 3		Year 4		Year 5	
Sl. No	Details	Total Cost	GST Rate	Total Cost	GST Rate	Total Cost	GST Rate	Total Cost	GST Rate	Total Cost	GST Rate
1	Enterprise Backup Solution (Software) Subscription Cost										
2	Enterprise Backup Solution (Integrated Hardware / Appliance) Subscription Cost										
3	Implementation Cost (Including Training Cost)			<< Not Applicable >>							
4	Enterprise Backup Solution (Third-Party Hardware / Appliance) Subscription Cost (Price to be mentioned if price not provided for Sr. No. 2)										
Total Cost		Year 1 Total Cost		Year 2 Total Cost		Year 3 Total Cost		Year 4 Total Cost		Year 5 Total Cost	
5	On Site Support Services Cost (Per visit, If required)										
6	Additional Storage 10 Systems or 1TB Subscription Cost										
TCO (Exclusive of GST Cost)		Total Cost (Year 1 + Year 2 + Year 3 + Year 4 + Year 5) + Additional Storage Cost + Onsite Support Cost									
TCO (Inclusive of GST Cost)		Total Cost (Year 1 + Year 2 + Year 3 + Year 4 + Year 5) + Additional Storage Cost + Onsite Support Cost									

1. Vendor has to provide the license cost in INR. GST Rates are to be provided separately.
2. Subscription License Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
3. In case, if there is a tie in commercial bid value, highest technical evaluation score bidder price will be considered.
4. If vendor fails to submit the mentioned cost (1), (3), (2)/(4), (5) and (6) the bid may subject to get rejected.
5. Renewal from Second Year onwards will be considered based on successful implementation of the solution without any pending issues.
6. Cost for license will be paid to the successful bidder on yearly basis as per above mentioned cost sheet.
7. Cost towards Support will be paid to the successful bidder on quarterly basis as per above mentioned cost sheet.

Note:

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

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

Authorised Signature

Annexure J : Bidder's Experience

(On letterhead of the Bidder)

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

Signature of Bidder

Date

Place

Annexure K : Manufacturer’s authorisation form (MAF)

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

To,

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

Dear Sir,

We _____ who are established and reputed manufacturer / developer of _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFP with reference number **RFP: ReBIT/2020/CPO/021** dated **28th December 2020**.

We hereby extend our full guarantee and warranty for the following software’s / products offered by the above firm in response to ReBIT’s RFP/ tender and contract for supply, installation, commissioning, services and support for Products & Services as specified in tender / RFP as per the terms and conditions set out in the document for the purpose.

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

We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

(Please mention the names of the Software, Desktop, laptop, Servers, System Software, RDBMS, any other suites, whatsoever applicable separately)

Yours Faithfully,
(Name)

Annexure L : Proposed Team Profile

Sr No	Name of Proposed Project Manager/ Team leaders /Proposed Team members	Professional qualifications	Certifications / Accreditations	ReBITing Solutions expertise (Mention if he/she has worked in ReBITs earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved In Public Sector Unit/ Public Sector ReBITs/ Large Government Department

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

Place:

Date:

Seal and Signature of the Bidder

Annexure M : Letter for Refund of EMD

LETTER FOR REFUND OF EMD (To be submitted by the unsuccessful Bidders)

Date:

To,

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

We _____ (Company Name)_____ had participated in the Request for Proposal (RFP) for Setup and Implementation of Enterprise Back-up Solution and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	DD Number	Drawn on (Bank Name)	Amount (₹)

Bank details to which the money needs to be credited via NEFT are as follows:

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Signature:

Name of the signatory

Designation

Company Seal.

Annexure N: Performance Bank Guarantee

Strictly Private and Confidential

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

Dear Sir,

PERFORMANCE BANK GUARANTEE – Setup and Implementation of Enterprise Backup Solution with reference number RFP: ReBIT/2020/CPO/021 dated 28th Decemeber 2020.

WHEREAS

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

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

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

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

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

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

3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said Agreement.

4 We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said Agreement.

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

6 In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure) ;
- This Performance Bank Guarantee shall be valid only up to (date, i.e., thirty (30) days after completion of the contract period) ; and
- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (date i.e. thirty (30) days after completion of the contract period).

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

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

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

Annexure O: Bank Guarantee for EMD

To,

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

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the "Bidder") wish to respond to the **Request for Proposal (RFP) for Setup and Implementation of Enterprise Backup Solution**, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the "Bidder" has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of (Amount as per the RFP) (Rupees _____ in words Only) as bid security as required to be submitted by the "Bidder" as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. Withdraws its bid during bid validity period Refuses to honour commercial bid. ReBIT reserves the right to place order onto Bidder based on prices quoted by them.
2. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.
3. Any other reason for EMD forfeiture mentioned in the RFP

We undertake to pay immediately on demand, to ReBIT, the said amount of _____ (Rupees _____ Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by ReBIT which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed _____ (Rupees _____ Only).
2. This Bank guarantee will be valid up to _____ (as per the RFP) ; and a claim period of one month thereafter and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the ReBIT, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature

Name
(In Block letters)

Designation (Staff Code No.)

Official address:
(Bank's Common Seal)
Attorney as per power of Attorney No.

Date:

WITNESS:

- 1 (Signature with Name, Designation & Address)
- 2 (Signature with Name, Designation & Address)

Annexure P : Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

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

[Date]

[Salutation]

Confidentiality Undertaking

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

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Supply and Implementation of Enterprise Backup Solution, with your prior written consent;
 - To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.

7. This undertaking shall not apply to Confidential Information that:
- Is in the public domain at the time it is acquired by us;
 - Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

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

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

Annexure Q – Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the

bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.