

# **Request for Quotation (RFQ)**

## **Procurement of 30 Laptops**

**23<sup>rd</sup> December 2020**

**RESERVE BANK INFORMATION TECHNOLOGY PRIVATE  
LIMITED**

**MUMBAI – 400 706**

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## 1. About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT advises, implements and monitors internal or system-wide IT projects (both existing & new) of the Reserve 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. Disclaimer & Disclosures

Reserve Bank Information Technology Private Limited (ReBIT), Mumbai, has prepared this document to give background information to the applications VAPT service required as a one-time engagement. While ReBIT has taken due care in the preparation of this RFQ document and believe it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and not rely only on the information provided by ReBIT in submitting the bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right not to proceed with the project to change the configuration of the project, to alter the timetable 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 RFQ /tender and reserves the right to reject all or any bid or cancel the RFQ / Tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the RFQ / Tender without the Vendors having the right to object to such reissue.

The proposal in response to RFQ should be submitted by a person duly authorized to bind the bidder to the details submitted in the proposal. The submitter should give a declaration that he/she is empowered by the competent authority to sign the necessary documents and bind the bidding.

### 3. RFQ requirements

The purpose behind issuing this RFQ is to invite commercial bids from the all prospective eligible bidders. The selection process consists of selecting the bidder with the lowest cost that meets all the requirement specifications mentioned in this RFQ document and PO will be issued accordingly.

### 4. Scope

- a. This RFQ is to solicit quotations from empanelled vendors for the procurement of required IT Infra (Laptops).
- b. The Bidder may also download the RFQ document from ReBIT website: <https://www.rebit.org.in/procurement>.
- c. The successful bidder shall be expected to provide all the necessary support for delivery of the items, warranty and required support during the warranty period. Delivery of the laptops specified in this RFQ should be within 2 weeks from the PO date.
- d. Offered products should be latest and should not have End of Life / End of Support before warranty expires.
- e. In cases where the offered model is being superseded with new model by OEM due to better technology / specifications etc., the successful bidder is required to offer the new model at no extra cost or charges to ReBIT.
- f. The successful bidder will be expected to provide all the necessary support for delivery of the items, warranty & required support during the warranty period.
- g. Delivery of the products specified in this RFQ should be within 2 weeks from the PO date.
- h. Three years on-site comprehensive warranty shall be provided covering all parts and labour from the date of acceptance of the material by ReBIT.
- i. Successful bidder will ensure delivery, installation and operationalization of all products / components under the RFQ before acceptance testing / examination, and the Warranty period will commence only on acceptance of the products under the RFQ by ReBIT.

- j. If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to ReBIT.
- k. In case of failure of HDD of PC/Laptop during warranty, the vendor will help in recovering the data.
- l. The successful bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / vendor or any defect that may develop under normal use of supplied equipment during the warranty period.
- m. All defective items should be repaired by next working day.
- n. In case of any deviations, specific exemption may be sought on case-to-case basis from the respective Departments placing the Service Request.

## 5. Deliverable Details – Laptop specifications

Laptop Specifications		Quantity
Model	Dell Latitude 5310	30
Processor	Intel® Core i5-8365 (or higher)	
Operating System	Windows 10 pro (64 bit) English	
Memory	8GB, 2.4GHz; Extendable to 16 GB	
Hard Disk	512 GB Solid State Drive	
Display	13" HD (approx.) Anti-Glare, Camera & Mic, WLAN/WWAN Capable, Non-touch	
Wireless	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2)	
Warranty	3 years	
Support	3 years Onsite Support	
Other	HDMI, Ethernet Port and 2 USB ports	
Bag	Dell Backpack	

### Contact

Recipients are required to direct all communications related to this RFQ to [procurement@rebit.org.in](mailto:procurement@rebit.org.in)

Procurement – Head (C.P.O)

Reserve Bank Information Technology Pvt Ltd (ReBIT)

502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai – 400706

## 6. RFQ Timelines

The key timelines for this RFQ are as below.

Milestone	Target End Date
RFQ release date	23-December-2020
Last date for submission of pre-bid queries	28-December-2020
Pre-Bid meeting	30-December-2020, 16:00 IST
Pre-Bid Queries / replies	01-January, 2021
Commercial quotation submission - This should be submitted through PDF password protected document before the RFQ / BID submission timelines.	07-January 2021, 16:00 IST
Commercial bid opening	07-January 2021, 16:30 IST
PO issuance	14-January 2021
Delivery of the items (on or before)	Within 2 weeks from date of issuance of PO

## 7. Inquiries and questions

Inquiries and questions regarding the proposal document, scope of services, or the terms and conditions shall be submitted via e-mail to [procurement@rebit.org.in](mailto:procurement@rebit.org.in) by the date and time mentioned above. All responses from ReBIT to all inquiries shall be sent via email as per above timelines.

## 8. Submittal Instructions

- The bidder should submit the commercial bid strictly in accordance to the specifications, model, make specified for each category of items and this RFQ.
- The bid/quote must be sent through email PDF attachment to [procurement@rebit.org.in](mailto:procurement@rebit.org.in) email id **with password protected document** before the date and time mentioned in the RFQ Timelines.
- Bids submitted in any other form will **NOT be accepted**.

- Password for commercial Bid email attachment (quote) should be shared in separate email at the time of opening of commercial bid.
- Address: Reserve Bank Information Technology Pvt Ltd (ReBIT502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai – 400706
- Sole responsibility rests with the bidder to see that their RFQ response/ bid is received on time. Any responses received after due date and time are liable to be rejected.

## 9. Commercial Quote – Format

The commercial submission must be in the below format.

Item description	Quantity (Nos.)	Unit Cost (in INR)	Applicable Taxes (INR)	Total Unit cost (in INR)	Total Cost (in INR)
Dell Latitude 5310 Laptop	30				

**Note:** ReBIT reserves the right to alter the requirements / cancel the item requirement(s) at its sole discretion. Further, the Bidder agrees that the price quoted by the Bidder would be proportionately adjusted with such additions or deletions of item requirements.

## 10. Terms and Conditions for Request for Quotation

### 10.1 Bidder Requirements

- Bidder should submit MAF - Manufacturer Authorization form that they are authorized Dealer / Distributor / Agents / Partner to supply the quoted OEM products. Please refer Annexure A in this regard.
- The bidder who has provided the lowest quotation for respective item as per the RFQ specifications and satisfy the conditions will be considered for selection.
- If any bidder does not meet any of the requirements, specifications and conditions of the RFQ, the bidder is liable to be deemed as ineligible for consideration.
- The Bidder should not be currently blacklisted by any bank / institution in India or abroad. Self-declaration is required in this regard.
- The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder

considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).

**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.

## 10.2 Submission Requirements

- a. Interested bidders are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the Bidder's risk.
- b. Each Bidder shall furnish all the information required in the RFQ.
- c. A signed purchase order or contract furnished to the successful Bidder results in a binding contract.
- d. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections and changes. ReBIT will not be responsible for oral clarification.
- e. Bidder should provide details of their contact person, telephone, fax, email and full address to ensure that replies to RFQ could be conveyed promptly.
- f. If ReBIT, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then ReBIT reserves the right to communicate such response to all Bidders.
- g. ReBIT will notify all short-listed Bidders in writing or by mail as soon as practicable about the outcome of the RFQ. **ReBIT is not obliged to provide any reasons for any such acceptance or rejection.**
- h. Bidders are not permitted to submit more than one bid. Only single unit price (one quote only) for the respective item will be required to quote.
- i. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
- j. The bids that are not submitted in the prescribed format or incomplete or after due date in any sense are liable to be rejected. ReBIT reserves the right to accept or reject any bids without assigning any reason and ReBIT's decision in this regard will be treated as final.



- k. The bid shall be in English Language.
- l. All prices shall be expressed in Indian Rupees only.
- m. Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.
- n. Contacting ReBIT - From the time of bid opening to the time of Contract award, if any bidder wishes to contact ReBIT for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact ReBIT with a view to canvas for a bid or put any pressure on any official of ReBIT may entail disqualification of the concerned bidder or its bid.
- o. After the orders being placed/agreement are executed, the successful bidder shall pass on to ReBIT all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.

### 10.3 Bid Security / EMD

The Bidder should deposit bid security of ₹40,000/- (Rupees Forty Thousand 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. The Bidder may alternatively provide a Bank Guarantee in the format prescribed at Annexure C from a Schedule Commercial Bank and should be valid for minimum 6 months from the date of issuance of RFQ with claim period of one month. The scanned copy of DD/ BG should be submitted along with the bid/quote 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 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.

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/misrepresentation at any time during the RFQ / Contract finalization of successful bidder / signing of the contract.
- If the bidder makes any statement or encloses any form/document which turns out to be false/incorrect/misrepresentation at any time during the RFQ process.

#### 10.4 Performance Bank Guarantee

The successful Bidder shall provide a Performance Bank Guarantee for 10% of the Total Cost of the PO issued to the respective bidder for the period of the engagement within 15 days from the date of notification of award in the format as provided in Annexure B 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:

- a. Breach by the tenderers of any of the terms and conditions of the tender;
- b. If the Vendor goes into liquidation voluntarily or otherwise;
- c. Exceptionally long, delay in supply / execution of the project, without any satisfactory reason.
- d. Failure of the successful Bidder to agree with the terms and conditions of this RFQ 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 invoice's 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.

### 10.5 Terms of Payment

- a. The selected bidder should raise single invoice for selected item(s) post supply, delivery and acceptance of item(s).
- b. 100% Payment shall be made after successful delivery and acceptance of products specified in this RFQ.
- c. **Time is essence of Supply & Delivery.** In case of delay in delivery, Liquidated damages will apply at the rate 1% of order value per week of delay, subject to maximum 10%. In case of delay beyond 4 weeks, ReBIT reserves the right to cancel the order, wholly or partially.
- d. **Penalty for delayed service:** If the successful bidder is unable to resolve any issue within one day during the warranty period, a standby arrangement of equivalent or higher configuration should be provided till the machine is repaired. Holidays as declared by ReBIT are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, there will be a penalty of Rs. 1,000 per day. In case the amount is not paid within seven days of such notice, ReBIT reserves the right to invoke the PBG under advice to the vendor.

- e. In case the lowest selected bidder backs out from the process or providing the Product and or services, ReBIT may go with the L2 bidder matching the L1 price.
- f. There is no provision for any partial payment prior to the completion of all the activities.
- g. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT)
- h. After ReBIT has received a valid invoice and Delivery, ReBIT agrees to remit payment within forty-five (45) days from the date the invoice acknowledgement.

### 10.6 Taxes and Duties

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

### 10.7 Subcontracting

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

### 10.8 Period of validity of bids / Responses

- a. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RFQ.
- b. In exceptional circumstances ReBIT may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- c. ReBIT, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

### 10.9 Indemnification

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

to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees. The Bidder shall also be liable to indemnify REBIT, at its own cost and expenses, against all losses/ damages, which REBIT may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc. The Bidder shall indemnify and save harmless ReBIT from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against ReBIT by reason of any act or omission of the Bidder, his agents or employees, in the execution of the works or in his guarding of the same

### **10.10 Force Majeure**

The Bidder or REBIT shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations. If a Force Majeure situation arises, the Bidder shall promptly notify REBIT in writing of such conditions and any change thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event. 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.

### **10.11 Dispute Resolution**

In the event of any dispute 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, any disagreement or dispute arising between them under or in connection with the contract. 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.

### 10.12 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

### 10.13 Other Terms and Conditions

- a. ReBIT reserves the right to alter the requirements specified in this RFQ Document. ReBIT will inform all Bidders about changes, if any.
- b. The Bidder agrees that ReBIT has no limit on the additions or deletions on the items for the period of the contract. Further, the Bidder agrees that the price quoted by the Bidder would be proportionately adjusted with such additions or deletions of item requirements.
- c. ReBIT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of ReBIT to do so.
- d. The successful bidder will have to bear all the legal charges like cost of Stamp duty etc. at the time of signing Purchase Agreement/Service Level Agreement.

- e. ReBIT reserves the right to accept or reject any bid or scraps the Tender without assigning any reason thereof and ReBIT's decision in this regard will be treated as final.
- f. Ownership of this RFQ: The content of this RFQ is a copy right material of ReBIT. No part or material of this RFQ document should be published in paper or electronic media without prior written permission from ReBIT.
- g. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Vendor without advance written consent of ReBIT and any such sale, lease, assignment or transfer otherwise made by the Vendor shall be void and of no effect.
- h. ReBIT will not reimburse the vendor for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Ensure these costs are included in your RFQ response.

#### **10.14 Commitments**

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

#### **10.15 RFQ Revisions**

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

#### **10.16 Ownership of documents, data and hardware**

- a. ReBIT shall own the documents, prepared by or for the Bidder arising out of or in connection with this RFQ, Purchase Order & Contract.
- b. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by ReBIT, the Bidder shall deliver to ReBIT all documents provided by or originating from ReBIT and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by ReBIT at no additional cost.
- c. The Bidder shall not, without the prior written consent of ReBIT, store, copy, distribute or retain any such documents.

**Annexure A: Manufacturer’s Authorization Form (MAF)**

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

**To**

**Procurement- In - Charge**

**Reserve Bank Information Technology Pvt Ltd (ReBIT)**

**502, Building No 1, MindSpace Juinagar,**

**Nerul, Navi Mumbai – 400706**

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturer / developer of \_\_\_\_\_ having organization at\_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFQ / tender. We hereby extend our full guarantee and warranty for the following software’s / products offered by the above firm in response to ReBIT’s RFQ/ tender and contract for supply, installation, commissioning, services and support for Products & Services as specified in tender / RFQ as per the terms and conditions set out in the document for the purpose.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

**Yours faithfully,**  
**(Name)**



## Annexure B: 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 – Professional Services for 30 laptops against RFQ: ReBIT/2020 / CPO / 030 dated 22<sup>nd</sup> December 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 Supply of Laptops under the RFQ as detailed in the scope given in the RFQ 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 honour 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 favour 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 favour.

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 C: 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 Quotation (RFQ) for Procurement of 30 laptops, self and other associated Bidders and submit the quote for the same as listed in the RFQ document.

Whereas the "Bidder" has submitted the quote in response to RFQ, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of (Amount as per the RFQ) (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 RFQ.

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

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

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 RFQ 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 RFQ) ; 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)