



## **Procurement of Servers and GPU**

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### **REQUEST FOR PROPOSAL (RFP)**

(5<sup>th</sup> February 2021)

RFP: ReBIT / 2021 / CPO / 034

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

## Disclaimers and Disclosures

ReBIT has prepared this document to give background information to interested parties for participating in 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 / 2021 / CPO / 034
RFP requirement	Procurement of Servers and GPU
Method of selection	Selection will be based on defined evaluation criteria
Availability of RFP documents	<b>February 05, 2021</b> RFP document shall be available on ReBIT's website (URL: <a href="https://rebit.org.in/procurement">https://rebit.org.in/procurement</a> ) and CPPP e-procurement portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) Bidder shall refer <b>Annexure M: Instructions to Bidder for Online Bid Submission</b>
Last date and time for submission of pre-bid queries	<b>February 11, 2021 up to 16:00 Hrs</b> Queries should be submitted in the format prescribed in <b>Annexure E</b> of this RFP and sent to <a href="mailto:procurement@rebit.org.in">procurement@rebit.org.in</a>
Pre-bid meeting	<b>February 15, 2021 at 14:00 Hrs</b> 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 <a href="mailto:procurement@rebit.org.in">procurement@rebit.org.in</a> 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	<b>February 17, 2021 through ReBIT's website</b> (URL: <a href="https://rebit.org.in/procurement">https://rebit.org.in/procurement</a> ) and CPPP e-procurement portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
Last date and time for bid submission (on or before)	<b>February 25, 2021 up to 15:00 Hrs</b> through CPPP e-procurement portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
Technical Bid opening	<b>February 26, 2021 at 16:00 Hrs</b> in CPP e-procurement Portal : ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
Commercial Bid opening	Shall be communicated later
PO / Award of Contract	Shall be communicated later

Delivery of the  
items (on or before)

Within 3-4 weeks from date of issuance of PO

## Table of Contents

1.	About ReBIT .....	7
2.	Invitation of Bids .....	7
3.	Definition of terms.....	7
4.	Minimum Eligibility Criteria.....	7
5.	Scope of Work.....	8
6.	Cost of Bidding .....	9
7.	Bidding Process: .....	9
7.1	Language of Bid .....	9
7.2	Authorization to Bid .....	9
7.3	Bid Security/ EMD.....	10
7.4	Period of Validity of Bids .....	10
7.5	Pre-Bid Meeting .....	11
7.6	Clarifications and Amendment in RFP Documents .....	11
7.7	Two-part Bid.....	12
7.7.1	Part I: Technical Bid .....	12
7.7.2	Part II: Price Bid.....	12
7.8	Submission of bids.....	13
7.9	Modification and Withdrawals of Bid.....	13
7.10	Vendor Evaluation Process.....	13
7.10.1	Technical Bid Evaluation .....	13
7.10.2	Price Bid Evaluation.....	13
7.11	Award of contract.....	14
8.	Performance Bank Guarantee .....	14
9.	Rejection of Bid.....	15
10.	Payment Terms and Milestone .....	15
11.	Taxes and Duties .....	16
12.	Termination .....	18
13.	Sub-Contracting .....	19
14.	Liquidated Damages (LD) .....	19
15.	Adherence of Cyber Security Policy .....	19
16.	Confidentiality .....	20
17.	Limitation of liability.....	20
18.	Indemnification.....	21
19.	Responsibility for Completeness.....	22
20.	Vendor Security Risk Assessment .....	22
21.	Force Majeure .....	23
22.	Vicarious Liability.....	23
23.	Non-Payment of items/activities fees .....	24
24.	Assignment.....	24
25.	Non-Solicitation .....	24
26.	No Employer-Employee Relationship .....	24
27.	Ownership .....	24
28.	Tender/RFP Cancellation.....	25

29. Publicity.....	25
30. Dispute Resolution.....	25
31. Jurisdiction .....	25
Annexure A: Submission Checklist .....	26
Annexure B: Bid submission form.....	27
Annexure C: Self Declaration Relatives in ReBIT.....	29
Annexure D: Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.....	30
Annexure E: Bidders Queries Format .....	31
Annexure F: Bidder’s Details.....	32
Annexure G: Minimum Eligibility Criteria.....	33
Annexure H: Technical Bid Format.....	35
Annexure I: Price Bid Format .....	36
Annexure J: Bidder’s Experience .....	37
Annexure K: Bank Guarantee for EMD.....	38
Annexure L: Confidentiality and Non-Disclosure Agreement Undertaking.....	40
Annexure M: Instructions for Online Bid Submission .....	42
Annexure N: Manufacturer’s Authorization Form (MAF).....	45
Annexure O: Performance Bank Guarantee .....	46

## 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. Invitation of Bids

Reserve Bank Information Technology Pvt. Ltd. hereinafter also referred to as 'ReBIT', issues this Request for Proposal, hereinafter called 'RFP'. The purpose behind issuing this RFP is to invite quotations from the eligible bidders who can provide servers and GPU matching ReBIT's requirements and specifications.

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.
- 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 addenda/corrigendum that may be issued by ReBIT.

## 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. Any misrepresentation, facts hiding, or false declaration will lead to disqualification. For MSEs and Start-ups relaxation will be given in terms of Financial Criteria.

## 5. Scope of Work

- The primary scope of this RFP is to enter into a contractual agreement with a successful bidder and select a suitable vendor for the proposed IT requirements (servers and GPU).
- The bidder needs to submit bid as per the specifications under **Section 5.1**
- The final selection of the vendor shall be done based on the Vendor Evaluation Process mentioned at **Section 7.10**
- The successful bidder shall provide all the necessary support for delivery of the items, warranty and required support during the warranty period.

### 5.1 Deliverable Details

#### a. Server 1 specifications (Quantity: 1)

<b>Model</b>	Dell PowerEdge R840 or equivalent
<b>Processor</b>	Intel(R) Xeon(R) Platinum 8276 or higher
<b>CPU Cores</b>	28 Core   2 Sockets
<b>RAM</b>	128 GB, 2.99 GHz (extended up to 256GB)  DRAM DDR-4(16GB), Slots Used:8 DIMM SLOT A1, Slots available:48  Motherboard to be populated with 128 GB RAM with future scope of equalling capacity.
<b>Hard Disc Drive</b>	Nos: 6   1.9 TB / HD All SSD
<b>NIC Card</b>	Nos: 6   Fiber: 2, Copper: 4; NIC Speed – 1Gbps & 10 Gbps
<b>Warranty &amp; Support</b>	3 Years from the date of purchase Onsite Support: 24 X 7
<b>Other</b>	Offered Server model should be compatible with and supported with GPU NVIDIA Tesla V100s 32GB, RTX 2080 Ti and Tesla range of GPUs
<b>OS, Virtualisation and HCI</b>	Server should be latest Generation and should support all OS and virtualisation platforms  Server should support Hyperconverged infrastructure (HCI) cloud platform
<b>Power supply unit</b>	Redundant power supply
<b>Server form factor</b>	2U server (up to 3U max)
<b>Note:</b> Bidder/OEM should provide server installation, power on self-test to ensure delivered server is in working state	

#### b. GPU specifications (Quantity: 1)

<b>GPU</b>	NVIDIA Tesla V100s 32GB, 250W, Passive, Double Wide, Full Height GPU   Customer Install  (Offered GPU Card model should be compatible with and supported with DeLL R840 Server or Equivalent Server model from other OEM Viz. HP, IBM etc.)
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<b>Warranty &amp; Support for Server</b>	3 years from the date of purchase  Onsite Support: 24 X 7  Or Onsite support 8X5
<b>CPU Cores</b>	28 Core   2 Sockets
<b>Note:</b> Bidder/OEM should provide GPU installation, power on self-test to ensure delivered GPU Card is in working state	

### c. Server 2 specifications (Quantity: 1)

<b>Model</b>	PowerEdge R440 or equivalent
<b>CPU</b>	Intel Xeon Silver 4215R or higher
<b>CPU GHz</b>	3.2 G
<b>Core</b>	8
<b>RAM</b>	16GB RDIMM
<b>Hard Disc</b>	480GB SSD SATA/RAID1
<b>NIC</b>	2/10Gig
<b>Warranty &amp; Support</b>	3 Years from the date of purchase Onsite Support: 24 X 7
<b>Other</b>	Offered Server model should be compatible with Tesla range of GPUs
<b>OS, Virtualisation and HCI</b>	Server should be latest Generation and should support all OS and virtualisation platforms  Server should support Hyperconverged infrastructure (HCI) cloud platform
<b>Power supply unit</b>	Redundant power supply
<b>Server form factor</b>	2U server (up to 3U max)
<b>Note:</b> Bidder/OEM should provide server installation, power on self-test to ensure delivered server is in working state	

## 6. Cost of Bidding

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

## 7. Bidding Process:

### 7.1 Language of Bid

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

### 7.2 Authorization to Bid

- i. The submitted proposal / bid would be binding on the Bidder. It is necessary that the authorized signatory of the firm or organization sign the bid documents.
- ii. The signatory should be either the CEO or a member authorised by the CEO or a member from the Board of the organization.
- iii. The Bidder shall provide proof of signature identification for the above purposes as required by ReBIT.
- iv. All pages of the bid shall be initialled by the person or persons signing the bid.
- v. Bid form shall be signed in full & official seal affixed.

- vi. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- vii. All such initials shall be supported by a rubber stamp impression / digital signature of the Bidder's firm.
- viii. A copy of board resolution along with a copy of power of attorney (POA) showing that the signatory has been duly authorized to sign the Bid document shall be submitted by the vendor, where applicable.

### 7.3 Bid Security/ EMD

The Bidder shall deposit bid security of ₹70,000/- (Rupees Seventy 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 K** from a Schedule Commercial Bank and 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 shall 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 for successful bidder.

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 makes any statement or encloses any form / document which turns out to be false/incorrect/misrepresentation at any time during the RFP / Contract finalization of successful bidder / signing of the contract.
- Where the Bidder, withdraws after opening of Part I / Technical Bid at any time before finalization of successful bidder without any satisfactory / valid reasons. If any technically qualified bidder fails to login into the Reverse Auction portal, where applicable, then the same will be treated as withdrawal of the Bid.
- If the bidder makes any statement or encloses any form/document which turns out to be false/incorrect/misrepresentation at any time during the RFP process.

### 7.4 Period of Validity of Bids

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 and reverse auction completion, where applicable. 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.

### **7.5 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](http://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.

### **7.6 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.

## 7.7 Two-part Bid

The Bid shall be submitted in two parts:

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

Part II: Price Bid

### 7.7.1 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. It should follow the instructions mentioned in **Annexure H**.
- 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 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. The Bidder should ensure that all the Annexures are submitted as prescribed by ReBIT. In case it is not in the prescribed format, it is liable to be rejected.

### 7.7.2 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 mentioned format (not in hand written). This must contain all price information, prices should be exclusive of GST. However, all the tax details to arrive the final payable to vendor should be mentioned in Price Bid.
- ii. 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.
- iii. 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.
- iv. The prices mentioned in **Annexure I** should be CIF ReBIT office, Navi Mumbai.
- v. 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.

## 7.8 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.

## 7.9 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.

## 7.10 Vendor Evaluation Process

- The vendor evaluation process will be a two-stage process –
  - Technical Evaluation Stage
  - Price Bid Evaluation Stage
- Commercial bid evaluation will be done as defined in Price Bid Evaluation

### 7.10.1 Technical Bid Evaluation

Technical evaluation shall be done basis the required specifications v/s bidder's proposed items for each product.

### 7.10.2 Price Bid Evaluation

1. Price Bids of technically shortlisted bidders will be opened as per the scheduled date and time.
2. Bidders shall have to submit Commercial bid as mentioned in **Annexure I**. Bidders are expected to submit commercial bids exclusive of applicable taxes (GST). Taxes and levies as applicable must be indicated in detail separately.
3. The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately.
4. The bidder with the lowest commercial bid shall be termed as Lowest and Successful bidder (L1).
5. ReBIT shall notify the name of the successful bidder.
6. In case the lowest selected bidder (L1) backs out from the process or providing the services, ReBIT reserves the right to choose the L2 bidder matching L1 bidder's

- price. The same process may be chosen to be repeated for L3 and so on.
7. Price bid evaluation shall be considered as below in case of any kind of discrepancy in total cost calculation -
- If there is a discrepancy between words and figures, the amount in words shall prevail
  - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail for calculating Total cost
  - If there is discrepancy between unit price and total price, the unit price shall prevail
  - If there is a discrepancy in the total, the correct arithmetic total shall be arrived at by ReBIT Compensation

### 7.11 Award of contract

On completion of evaluation as defined, 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.

## 8. 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 O** 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.

## **9. 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.

## **10. Payment Terms and Milestone**

- a. The selected bidder should raise single invoice for selected item(s) post supply, delivery and acceptance of item(s).
- b. **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.
- c. **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 PGB under advice to the vendor.
- d. 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.
- e. There is no provision for any partial payment prior to the completion of all the activities.
- f. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT)
- g. 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.
- h. 100% Payment shall be made after successful delivery and acceptance of products specified in this RFP as per above mentioned payment term.

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 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 shall ensure that the delivery of products and services should not suffer for this reason.

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

## 12. Termination

- i. ReBIT reserves the right to terminate the contract in case of any the following (but not limiting to):
  - Breach of terms & conditions in NDA
  - Non-adhering to regulatory compliance
  - 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. 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.
- iv. 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. Delay in delivery beyond the specified period
  - c. The selected Bidder commits a breach of any of the terms and conditions of the bid
  - d. The Bidder goes into liquidation voluntarily or otherwise
  - e. 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
  - f. Selected Bidder is found to be indulging in frauds
  - g. ReBIT suffers a reputation loss on account of any activity of successful Bidder and penalty is levied by regulatory authority
  - h. In the event of subcontract or assignment contrary to the terms of agreement

- v. ReBIT shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services.
- vi. 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.
- vii. In addition to the cancellation of purchase order / Contract, ReBIT reserves its right to foreclose the Security Deposit given by the Bidder towards non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- viii. In addition to the cancellation of contract, ReBIT reserves the right to appropriate the damages through encashment of Bid Security given by the Bidder. ReBIT reserves right to exit at any time after giving notice period of 30 days during the contract period.

### **13. 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.

### **14. 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 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.
- 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.

### **15. Adherence of Cyber Security Policy**

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

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

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

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

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

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

Vendor criticality assessment shall be conducted for all partners & vendors.

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

## 16. 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 M** within 15 days of issuing the purchase order/notification of award.

## 17. 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

## 18. 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.

## 19. 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

## 20. 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 by ReBIT.
- 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.

## 21. 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.

## 22. 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.

### **23. 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.

### **24. 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.

### **25. Non-Solicitation**

The Bidder, during the term of the contract and for a period of six months 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.

### **26. 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.

### **27. 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.

## **28. Tender/RFP Cancellation**

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

## **29. 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.

## **30. 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.

## **31. 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

### Submission Checklist for Technical Bid

The Bidder must ensure that the all the required documents as per the RFP are submitted as a part of the Technical Bid. Failure to provide any of the documents could lead to the disqualification of the Bidder from the bid. An indicative list of the required documents is provided below. The bidders shall review and provide any other documents required as per the RFP.

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"/>
Demand Draft towards the Earnest Money Deposit / Bank Guarantee, if applicable	<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 authorized to sign the Bid document	<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"/>
Annexure B: Bid Submission Form	<input type="checkbox"/>	<input type="checkbox"/>
Annexure C: Self-Declaration for 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 F: Bidder's Details	<input type="checkbox"/>	<input type="checkbox"/>
Annexure G: Specific response with supporting documents in respect of Minimum Eligibility Criteria.	<input type="checkbox"/>	<input type="checkbox"/>
Annexure H: Technical Bid and associated relevant signed documents for verification of bidder's information for technical evaluation	<input type="checkbox"/>	<input type="checkbox"/>
Annexure I: Price Bid	<input type="checkbox"/>	<input type="checkbox"/>
Annexure J: Bidder's experience	<input type="checkbox"/>	<input type="checkbox"/>
Annexure L: Confidentiality and Non-disclosure agreement	<input type="checkbox"/>	<input type="checkbox"/>
Escalation matrix	<input type="checkbox"/>	<input type="checkbox"/>
Annexure N: Manufacturer's Authorization Form (MAF)	<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: Price Bid	<input type="checkbox"/>	<input type="checkbox"/>

## Annexure B: Bid submission form

[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 Servers and GPU in accordance with your Request for Proposal dated [insert: Date] 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.

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.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

### Annexure C: Self Declaration Relatives in ReBIT

**(On letterhead of the Bidder)**

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

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

## 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]

[Salutation]

Sub: Request for Proposal for RFP with reference number [Insert RFP number] dated [DD Month YYYY].

Further to our proposal, in response to the Request for Proposal for RFP with reference number [Insert RFP number] dated DD Month YYYY (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,

### Annexure E: Bidders Queries Format

Contact Details		
<b>Name of Organization submitting request (Enter Full Legal Entity name)</b>	:	
<b>Full formal address of the organization</b>	:	
<b>Tel</b>	:	
<b>Fax</b>	:	
<b>Email</b>	:	
<b>Name &amp; position of person submitting request</b>		
<b>Name</b>	:	
<b>Position</b>	:	

#	Clause no.	Page no.	Clause	Query	ReBIT Response

## Annexure F: Bidder's Details

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*  
Date: *[insert date (as day, month and year) of Proposal Submission]*

1. Bidder's Legal Name	<i>[insert Bidder's legal name]</i>
2. Bidder's Country of Registration:	<i>[insert Country of registration]</i>
3. Bidder's Year of Registration:	<i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration:	<i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorised Representative Information Name: Designation: Address: Telephone/Fax numbers: Email Address:	
6. Certified copies of original documents of firm/ company named in 1 Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney	
7. Details for EMD Refund a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

*Name and Signature of authorised signatory and Seal of Company*



## 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	Bidder should submit MAF - Manufacturer Authorization form that they are authorized Dealer / Distributor / Agents / Partner to supply the quoted OEM products		<ul style="list-style-type: none"> <li>Please refer <b>Annexure N</b> in this regard</li> </ul>
2	The Bidder must be an entity registered with the Registrar of Companies under Companies Act, 1956/2013		<ul style="list-style-type: none"> <li>Copy of the Partnership deed/ Bye Law / Certificate of Incorporation issued by Registrar of Companies along with Memorandum &amp; Articles of Association and full address of the registered office.</li> <li>GST registration number, as applicable</li> </ul>
3	The Bidder should have a positive net worth at the time of bid submission		<ul style="list-style-type: none"> <li>Certificate of the Chartered Accountant shall be provided for this.</li> </ul>
4	The bidder should have had net profit (profit after tax) in the last two financial years i.e. 2018 - 19, 2019 - 20		<ul style="list-style-type: none"> <li>Audited financial statements including profit and loss statement to be submitted/ or Certificate of the Chartered Accountant for the specified period</li> </ul>
5	Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad.		<ul style="list-style-type: none"> <li>Declaration is required on bidder's letter head.</li> </ul>
6	There is no court case or insolvency proceedings pending against the bidder.		<ul style="list-style-type: none"> <li>Declaration is required on bidder's letter head.</li> <li>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).</li> </ul>

- 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.

Authorized Signature

## Annexure H: Technical Bid Format

Under technical bid, Bidder needs to submit following -

### (On letterhead of the Bidder)

1. Proposed server details meeting all the requirements / specifications, and strictly in the compliance of this RFP.
2. Proposed server make / model fact sheet, data sheets, product catalogue, and related supporting documents substantiating that proposed servers strictly meet required specifications.
3. No deviation confirmation declaration on bidder's letter head
4. Bidder should submit MAF - Manufacturer Authorization form that they are authorized Dealer / Distributor / Agents / Partner to supply the quoted OEM products. Please refer **Annexure N** in this regard

Additionally, bidders may provide more detailed proposals on various aspects of the technical bid.

Bidders which meets all aforesaid parameters and eligibility requirements in **Annexure G** shall be considered for commercial Bid Opening process. Any deviation / non-compliance shall lead to rejection of the BID.

Authorized Signatory

## Annexure I: Price Bid Format

The format shown below is suggested for use as a guide in preparing the Financial Proposal.

(On Letterhead of the Bidder)

Category	Item description	Quantity (Nos.)	Unit Cost (in INR)	Applicable Taxes (INR)	Total Unit cost (in INR)	Total Cost (in INR)
A	Dell Server - Power edge R840 or Equivalent one from other OEMs like HP, IBM etc. with NVIDIA GPU card, 3 years warranty, 24x7 support	1				
B	NVIDIA Tesla V100s 32GB, 250W, Passive, Double Wide, Full Height GPU   Customer Install	1				
C	Server - PowerEdge R440 or equivalent	1				

**Note:**

Commercial bids of only technically qualified bidder(s) would be considered for opening.

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

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)

Sr. No.	Information Sought	Information
1	Client's name	
2	Name and Contact Details of the Client	
3	Description of Server, GPU	
4	Current Status	
5	Approx. value of the contract (in Rupees)	
6	Start date (month/year)	
7	Completion date (month/year)	
8	Copy of Purchase/ Work Order	
9	Any other Supporting Document	

Signature of Bidder

Date

Place

## Annexure K: 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) dated [Insert Date] for [Insert RFP Name], 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
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 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 L: 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:
  - a. To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for Request for Proposal (RFP) dated [Insert Date] for [Insert RFP Name];
  - b. To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
  - c. 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:
  - a. For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and



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

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

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

## Annexure M: 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 enrol 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 Enrolment" 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.

**Annexure N: 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 Servers, GPU, any other suites, whatsoever applicable separately)

**Yours faithfully,**

**(Name)**

---

## Annexure O: Performance Bank Guarantee

### Strictly Private and Confidential

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

Dear Sir,

**PERFORMANCE BANK GUARANTEE – [Insert RFP Name] against RFP [Insert RFP number] dated [Insert RFP Date]**

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 ..... 2021.

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.