

Request for Quotation (RFQ)

SAP Staff Augmentation

ReBIT / 2021 / CPO / 040

23rd April 2021

**RESERVE BANK INFORMATION TECHNOLOGY PRIVATE
LIMITED**

MUMBAI – 400 706

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1. About ReBIT

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

2. Disclaimer & Disclosures

Reserve Bank Information Technology Private Limited (ReBIT), Mumbai, has prepared this document to invite quotations from the empanelled bidders who can provide skilled resources for multiple technology roles in ReBIT mentioned in the scope of this document. While ReBIT has taken due care in the preparation of this RFQ document and believe it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and not rely only on the information provided by ReBIT in submitting the bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right not to proceed with the project to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. ReBIT reserves the

right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any RFQ /tender and reserves the right to reject all or any bid or cancel the RFQ / Tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the RFQ / Tender without the Vendors having the right to object to such reissue.

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

3. RFQ requirements

The purpose behind issuing this RFQ is to invite quotations from the empanelled bidders who can provide skilled staff resources for multiple technology roles in ReBIT. The selection process consists of selecting the bidder with the lowest cost that meets all the requirement specifications mentioned in this RFQ document and PO will be issued accordingly.

4. RFQ Timelines

The key timelines for this RFQ are as below.

Milestone	Target End Date
RFQ release date	<p>23-April-2021</p> <p>RFQ document shall be available on ReBIT’s website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p> <p>Bidder shall refer Annexure F: Instructions to Bidder for Online Bid Submission</p>
Last date for submission of pre-bid queries	<p>28-April-2021 up to 13:00 Hrs</p> <p>Queries should be submitted in the format prescribed in Annexure E of this RFP and sent to procurement@rebit.org.in</p>

Milestone	Target End Date
Pre-Bid meeting	<p>28-April-2021 at 16:00 Hrs</p> <p>Through Video conferencing. The video conferencing link will be shared with those bidders who are interested to participate in the meeting.</p> <p>The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at procurement@rebit.org.in along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.</p>
Communication of Pre-Bid Queries replies and corrigendum, if any	<p>30-April-2021 through ReBIT's website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p>
Last date and time for bid submission (on or before)	<p>04-May-2021 up to 15:00 Hrs through CPPP e-procurement portal only (URL: https://eprocure.gov.in/eprocure/app)</p>
Technical bid opening	<p>05-May-2021 at 16:00 Hrs in CPP e-procurement Portal: (https://eprocure.gov.in/eprocure/app)</p>
Interviews	<p>Tentative: 6th May – 13th May including weekend</p>
Online test (if any)	<p>Tentative: 13th May – 17th May</p>
Commercial bid opening	<p>Tentative: 17th May – 19th May</p>
Candidate selection confirmation to successful vendor/s	<p>Tentative: 20th May – 21st May</p>
PO / Award of contract	<p>Shall be communicated later</p>
Onboarding of selected resources (on or before)	<p>Within 15 days from ReBIT's communication on candidate selection</p>

5. Scope

- a. The primary scope of this RFQ is to engage with bidders who can provide resources for below mentioned categories to support ReBIT's internal projects.

	Category	No. of resources	WFH / Onsite	Location	Proposed Duration (months)
A	SAP Time Management Functional Consultant (HCM)	1	Onsite	Mumbai	6
B	HR ABAP Consultant	4	Onsite	Mumbai	6
C	Webdynpro Consultant (ABAP)	5	Onsite	Mumbai	6
D	Workflows Consultant (ABAP)	1	Onsite	Mumbai	6
E	Adobe Forms Consultant (ABAP)	1	Onsite	Mumbai	6

- b. This document contains total number of positions, designation, location, contract duration, experience level, detailed job description, evaluation process and selection process along with joining timeline to fulfil the required position.
- c. The bidder needs to submit profiles of proposed candidates as per the given description in **Section 5.1**
- d. The candidates shall be required to work from office location, work from home option may not be available without approvals.
- e. Vendors are expected **NOT** to submit profiles of -
- candidates rejected by ReBIT at the interview stage of any RFP / RFQ in the past 6 months;
 - candidates who were selected by ReBIT but did not join in the past 6 months;
- If such profiles are submitted, they shall not be considered for evaluation and shall be rejected and the vendor's EMD shall be forfeited.
- f. The **maximum number of candidates** to be provided for each category is as below -

	Category	No. of positions	Maximum profiles that can be submitted
A	SAP Time Management Functional Consultant (HCM)	1	10
B	HR ABAP Consultant	4	20
C	Webdynpro Consultant (ABAP)	5	25
D	Workflows Consultant (ABAP)	1	10
E	Adobe Forms Consultant (ABAP)	1	10

- g. If the number of candidates provided by vendor for any category exceeds the above maximum limits, the vendor may be disqualified and ineligible for further consideration and evaluation.
- h. The final selection of the candidate shall be done based on the Vendor Evaluation Process mentioned at **Section 7**.
- i. The selected candidates shall be on Service Provider's Payroll only and will be

- responsible for all statutory compliances, salaries, insurance, employee welfare etc.
- j. The engagement duration of resources shall be 6 months and may be extended for a mutually agreed duration between vendor and ReBIT and as per project requirement and compliance.
 - k. Bidders should submit profiles of only the candidates who can join within maximum of **15 days** from the date of selection and intimation by ReBIT.
 - l. The bidder of the selected candidate shall be expected to perform mandatory background verification (BGV) process before the joining of the candidate. The background verification shall consist of the candidate's Identity, Education, Work Experience, Conduct and behaviour, Police Verification and others, if any. The Background verification report should be submitted to ReBIT prior to joining of the candidate. In case the bidder is unable to complete the BGV process prior to the joining of the candidate, then the bidder should submit the Background Verification report within 1 week of candidate's joining.
 - m. The onboarded resources will be monitored on an ongoing basis. In case of non-satisfactory performance or if the resource doesn't comply with ReBIT's code of conduct policies, it may lead to immediate disciplinary actions as per ReBIT's policies and may result to immediate release of the resources.
 - n. ReBIT shall provide a heads-up 3 weeks in advance to the vendor to off-board such resource/s and vendor shall need to provide replacement resource within 2 weeks from the date of replacement request from ReBIT. Vendor also has to ensure provision for an overlap of at least 1 week between the outgoing and the incoming resources.
 - o. In case of replacement, replacement will be free of cost and no service fee will be charged by the vendor.
 - p. In case the bidder is unable to provide a replacement resource within 2 weeks, then ReBIT reserves right to deduct 15 days' cost of the off-boarded resource.
 - q. In case a resource resigns or if the contract with a resource is terminated on account of background verification check or for any vendor-initiated resource replacement, replacement shall be provided by the vendor within 2 weeks from the date of intimation at no cost to ReBIT. Further, ReBIT reserves the right to acquire resources on its own or take appropriate action in this regard.
 - r. In case of resource replacement due to any reason, at least 1 week should be provided for knowledge transfer to the replacement resource; the offboarding resource should provide project knowledge transfer, all documents and handover to the onboarding resource. This shall be confirmed post the acknowledgement of ReBIT's Project Manager / Reporting Manager. ReBIT reserves the right to change the overlap duration depending on the state of the project. The vendor shall bill for only one resource during the transition phase.
 - s. Provision of laptops: Vendor shall provide laptops to their selected candidates as per ReBIT's suggested configuration with required software for the role/s. Vendor shall be expected to send their laptops first to ReBIT office for hardening as per ReBIT's IT policy; vendor shall then distribute the hardened laptops to their selected candidates before their joining dates.
 - t. Background Verification Process and all other processes for the replacement resource shall be followed in the same manner as for the offboarded resource.
 - u. Vendor can raise invoice of only one resource at the time of knowledge transfer.
 - v. The onboarded resources need to go through all ReBIT's mandatory programmes and trainings and have to ensure clearing tests, if any on respective programmes or trainings. If a resource is unable to attend the

- organizational programmes or clear any associated tests, ReBIT may request for replacement of the onboarded resource/s.
- w. This engagement is a fixed price engagement, and the selected resources will be on vendor’s payroll.
 - x. All leaves shall be managed by the vendor. Any long-term leaves, medical leaves more than 10 days may result to extension of service period of the resource or may lead to ReBIT’s consideration for replacement of the resource through the vendor. Decision of project manager may be considered for the same.
 - y. ReBIT reserves the right to consider the selected candidates for hiring under ReBIT’s payroll without any fees payable to vendor, subject to successful completion of candidate’s agreed engagement duration with ReBIT as per the RFQ / contract / PO between ReBIT and vendor/s.
 - z. Bidders who provide false representation or are unable to onboard resources despite initial confirmation shall be put into a cooling period and may not be considered for next 2 RFPs / RFQs by ReBIT.

5.1 Required Skillsets

The scope involves onboarding of resources for the below mentioned categories with the following skillset:

i. Category A: SAP Time Management Functional Consultant (HCM)

No. of Resources	Location	Engagement Duration
1	Mumbai	6 months

Essential Skills

- Essential Qualification – Bachelor’s degree in any discipline
- Preferred Qualification – Master’s degree in any discipline
- Certifications – SAP HCM EHP7 Certification Preferred
- Work Experience – Minimum 3 years (Relevant experience)
- Functional Skills – Proficiency in functional configurations required for role

Core Skills: SAP Time Management Configuration

Preferred Skills: PCR & Schema

Responsibilities:

- Requirements gathering, planning and scoping, application design, config6
- Duration, testing, deployment, and post go-live support.

- Perform detailed analysis of complex business process requirements and provide appropriate system solutions; identify, interpret, validate and document customer requirements.
- Proficiently structuring parallel tasks and prioritizing and finishing tasks within the planned period by well-developed accountability.
- Document the AS-IS Processes, To-Be Processes; Perform Gap analysis.
- Interacting with stakeholders to understand the processes and pain area, leading the successful operations of SAP PA, OM, Time, Payroll, ESS & MSS, Appraisals, CATS, PCP modules.

ii. Category B: HR ABAP Consultant

No. of Resources	Location	Engagement Duration
4	Mumbai	6 months

Essential Skills

- Essential Qualification – Bachelor’s degree in any discipline
- Preferred Qualification – Master’s degree in any discipline
- Certifications – SAP Certification Preferred
- Work Experience – Minimum 3 years (Relevant experience)
- Technical Skills – Proficiency in design & development required for role.

Core Skills: HR ABAP Programming, LDB, Clusters, Data Dictionary, RFC, BDC, BADI, Infotype Creation, Module Pool, ALE, IDOCS, etc

Preferred Skills: Software Development on SAP HANA

Responsibilities:

- Understand the requirements and write technical specification documents.
- Maintain, configure and develop custom objects as per the role, adhering to best practices and proficiently work on OO ABAP, Data Dictionary, Enhancement framework.
- Develop/Maintain application code that adheres to coding standards & best practices.
- Provide daily support for SAP HCM, attending to incidents/problems assigned, including debugging, troubleshooting and resolving the issues.
- Performance tuning and code optimization.
- Integration with SAP and non-SAP applications as per requirement.

iii. Category C: Webdynpro Consultant (ABAP)

No. of Resources	Location	Engagement Duration
5	Mumbai	6 months

Essential Skills

- Essential Qualification – Bachelor’s degree in any discipline
- Preferred Qualification – Master’s degree in any discipline
- Certifications – SAP Certification Preferred
- Work Experience – Minimum 3 years (Relevant experience)
- Technical Skills – Proficiency in design & development required for role.

Core Skills: HR ABAP, OOABAP, Enhancement Framework, FPM, Application and Component Configuration, Implicit and Explicit adaptation and customizing

Preferred Skills: POWL, Launchpad

Responsibilities:

- Understand the requirements and write technical specification documents.
- Maintain, configure and develop custom objects as per the role, adhering to best practices and proficiently work on OO ABAP, Data Dictionary, Enhancement framework.
- Develop/Maintain application code that adheres to coding standards & best practices.
- Provide daily support for SAP HCM, attending to incidents/problems assigned, including debugging, troubleshooting and resolving the issues.
- Performance tuning and code optimization.
- Integration with SAP and non-SAP applications as per requirement.

iv. Category D: Workflow Consultant (ABAP)

No. of Resources	Location	Engagement Duration
1	Mumbai	6 months

Essential Skills

- Essential Qualification – Bachelor’s degree in any discipline
- Preferred Qualification – Master’s degree in any discipline
- Certifications – SAP Certification Preferred

- Work Experience – Minimum 3 years (Relevant experience)
- Technical Skills – Proficiency in design & development required for role.

Core Skills: HR ABAP Development & Enhancement of Workflow, AdHoc Approval, Substitution, Attachments, Integration with WDA & Debugging and Troubleshooting

Preferred Skills: HR ABAP, UWL, POWL, Previous Experience SAP HCM Workflows

Responsibilities:

- Understand the requirements and write technical specification documents.
- Maintain, configure and develop custom objects as per the role, adhering to best practices and proficiently work on OO ABAP, Data Dictionary, Enhancement framework.
- Develop/Maintain application code that adheres to coding standards & best practices.
- Provide daily support for SAP HCM, attending to incidents/problems assigned, including debugging, troubleshooting and resolving the issues.
- Performance tuning and code optimization.
- Integration with SAP and non-SAP applications as per requirement.

v. Category E: Adobe Forms Consultant (ABAP)

No. of Resources	Location	Engagement Duration
1	Mumbai	6 months

Essential Skills

- Essential Qualification – Bachelor’s degree in any discipline
- Preferred Qualification – Master’s degree in any discipline
- Certifications – SAP Certification Preferred
- Work Experience – Minimum 3 years (Relevant experience)
- Technical Skills – Proficiency in design & development required for role.

Core Skills: Lifecycle Designer, Forms & Interfaces, Interactive Forms, Online & Offline Forms

Preferred Skills: Previous Experience SAP HCM Forms

Responsibilities:

- Understand the requirements and write technical specification documents.

- Maintain, configure and develop custom objects as per the role, adhering to best practices and proficiently work on OO ABAP, Data Dictionary, Enhancement framework.
- Develop/Maintain application code that adheres to coding standards & best practices.
- Provide daily support for SAP HCM, attending to incidents/problems assigned, including debugging, troubleshooting, and resolving the issues.
- Performance tuning and code optimization.
- Integration with SAP and non-SAP applications as per requirement.

6. Inquiries and questions

Inquiries and questions regarding the RFQ, scope of services, or the terms and conditions shall be submitted via e-mail to procurement@rebit.org.in by the date and time mentioned above in the format prescribed in **Annexure C** of this RFQ. All responses from ReBIT to all inquiries shall be made available through CPP Portal and ReBIT's website www.rebit.org.in/procurement.

7. Vendor Evaluation Process

- The vendor evaluation process will be a two-stage process –
 - Technical Evaluation Stage
 - Price Bid Evaluation Stage
- Technical evaluation shall be done separately for each category.
- Technical evaluation will be conducted only for the number of profiles provided along with the Technical bid submission.
- ReBIT shall inform the bidders who qualify the cut-off score during the technical evaluation.
- Commercial bid evaluation will be done as defined in Price Bid Evaluation.
- Commercial bids of only those bidders shall be opened who give prior confirmation of availability & on-boarding of selected resources after technical evaluation.

7.1 Technical Bid Evaluation

1. Technical evaluation will comprise of Project fitment discussion / interview followed by online tests, if required by ReBIT.
2. Project fitment interview may comprise of one or many of these modes of evaluation – telephonic, video conferencing, face-to-face in-person discussion.
3. Bidders should note that it is mandatory for candidates to score a minimum of 60% in technical and project fitment discussion / interview.
4. ReBIT reserves the right to change the cut-off / threshold score for technical and

- project fitment discussions as required.
5. ReBIT might choose to conduct online tests for candidates shortlisted from interviews. Bidders should note that if online tests are conducted, it shall be mandatory for candidates who cleared the interviews to score a minimum of 60% in online test.
 6. ReBIT reserves the right to change the cut-off / threshold score for online test as required.

7.2 Price Bid Evaluation

1. Price bids of bidders whose candidates are technically qualified shall be opened. Qualified bidders shall be communicated about commercial bid opening date and time after technical evaluation is completed.
2. The bidder with the lowest commercial bid with the selected candidate(s) will be termed as Lowest and successful bidder (L1).
3. In case, Lowest bidder (L1) is not able to fulfil the mentioned number of positions, then ReBIT may go with the other selected candidate from next Lowest bidder (L2) to fulfil the rest of the positions and if next Lowest bidder (L2) is also not able to fulfil the pending positions then ReBIT may go on with next Lowest bidders (L3, L4, L5 and so on).
4. In case of a tie during price bid evaluation, the bidder with a greater number of shortlisted candidates shall be given preference.
5. In case one or more candidates are proposed by multiple bidders, then the bidder/s offering the lowest price for those resources shall be considered.
6. Selection of service provider/s shall be done category-wise.
7. ReBIT will notify the name/s of the successful bidder/s.
8. In case there is a significant price variation between L1 and L2, L3 and so on, ReBIT reserves its right to decide whether to hire the selected candidates from L2, L3 onwards. ReBIT also reserves the right to reject L2, L3 and onward bidders.
9. Price bid valuation 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

8. Submittal Instructions

Two-part Bid

The Bid shall be submitted in two parts:

1. Part I: Technical Bid. **No price information should be provided in Part-I.**
2. Part II: Price Bid

Part I: Technical Bid

- Technical Bid shall be submitted as per formats mentioned in **Annexure D through CPP portal only**. Along with other annexures and required documents as mentioned below, bidders are expected to submit both the tables under Annexure D in Microsoft Excel format as well.
- Bidders should ensure that all the Annexures except Annexure A are submitted as prescribed by ReBIT as part of technical bid. In case the Annexures are not in the prescribed format, the bidder's bid shall be liable to be rejected.
- The following original documents are required to be submitted along with the technical bid:
 - 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 RFQ. In case bidder is eligible for EMD waiver due to MSME / Start-up, necessary certificates leading to such waiver shall need to be submitted by Bidder.
 - The Bidder should ensure that all the Annexures are submitted as prescribed by ReBIT. In case it is not in the prescribed format, bid is liable to be rejected.
- Bidders should provide their technical bids along with their proposed profiles (CVs) against mentioned requirements and should submit their bid within the defined timeline through CPP portal only. Any delay may lead to rejection of bid.

Part II: Price Bid

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

- The Price Bid for each category should be submitted as per **Annexure E** by way of entering values in the mentioned formats (not in handwritten format). This must contain all price-related information. Salary and administrative overheads should be exclusive of taxes. Taxes should be mentioned where requested in the format. All the tax details to arrive the final payable amount to vendor should be mentioned in Price Bid.
- 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 E** is allowed. Any deviations may lead to disqualification of the bid.

- 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 RFQ will be considered.
- The prices mentioned in **Annexure E** should be CIF ReBIT office, Navi Mumbai.
- 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.
- The bidder should submit the commercial bid strictly in accordance with the scope / skillset requirements for each role in this RFQ.
- The bid/quote must be uploaded on CPPP portal before the date and time mentioned in the RFQ Timelines.
- Bids submitted in any other form will NOT be accepted.
- Sole responsibility rests with the bidder to see that their RFQ response/ bid is received on time. Any responses received after due date and time are liable to be rejected.

9. Terms and Conditions for Request for Quotation

9.1 Submission Requirements

- a. Interested bidders are expected to examine the scope and required skillsets, resource availability to join within **15** days of selection communication from ReBIT. Failure to do so will be at Bidder's risk. PO issuance / contract preparation may be done at the earliest, either in parallel or after resource onboarding.
- b. Each Bidder shall furnish all the information required in the RFQ.
- c. A signed purchase order or contract furnished to the successful Bidder results in a binding contract.
- d. Any interpretation, correction or change of the RFQ will be made by Corrigendum. Interpretations, corrections, and changes of the RFQ made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections, and changes. ReBIT will not be responsible for oral clarification.

- e. Bidder should provide details of their contact person, telephone, fax, email address and full address to ensure that replies to RFQ could be conveyed promptly.
- f. If ReBIT, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then ReBIT reserves the right to communicate such response to all Bidders.
- g. ReBIT will notify all short-listed Bidders in writing or by mail as soon as practicable about the outcome of the RFQ. **ReBIT is not obliged to provide any reasons for any such acceptance or rejection.**
- h. Bidders are not permitted to submit more than one bid. Only single unit price (one quote only) for the respective item will be required to quote.
- i. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
- j. The bids that are not submitted in the prescribed format or incomplete or after due date in any sense are liable to be rejected. ReBIT reserves the right to accept or reject any bids without assigning any reason and ReBIT's decision in this regard will be treated as final.
- k. The bid shall be in English Language.
- l. All prices shall be expressed in Indian Rupees only.
- m. Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.
- n. Contacting ReBIT - From the time of bid opening to the time of Contract award, if any bidder wishes to contact ReBIT for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact ReBIT with a view to canvas for a bid or put any pressure on any official of ReBIT may entail disqualification of the concerned bidder or its bid.
- o. After the orders being placed/agreement are executed, the successful bidder shall pass on to ReBIT all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.

9.2 Bid Security / EMD

The Bidder should deposit bid security of ₹2,00,000/- (Rupees Two Lakhs only) in the form of a demand draft in favour of Chief Executive Officer, Reserve Bank Information Technology Pvt. Ltd., payable at Mumbai or a Bank Guarantee issued from Scheduled Commercial Bank. The Bidder may alternatively provide a Bank Guarantee in the

format prescribed at **Annexure B** from a Schedule Commercial Bank and should be valid for minimum 6 months from the date of issuance of RFQ with claim period of one month. The scanned copy of DD/ BG should be submitted along with the bid/quote and the original DD/BG shall be couriered to the below address so as to reach us on or before the date of opening of technical bid:

Address: The Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai – 400706)

The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder.

No interest shall be payable by ReBIT in respect of the EMD amount.

The EMD is refundable after furnishing Performance Bank Guarantee (PBG) for successful bidders.

The EMD of an unsuccessful Bidder shall be refunded within 30 days after the final decision on the Bids or on expiry of the bid validity period whichever is earlier.

The unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning the bid security amount.

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

The Earnest Money Deposit (EMD) may be forfeited:

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

9.3 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 A** 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.

9.4 Terms of Payment

- a. The bidder should submit the invoice for each resource on a monthly basis along with resource attendance sheet duly approved by ReBIT Project Management Team. Invoices shall be paid only after their verification and acceptance by ReBIT Project Management Team. ReBIT shall remit payment within thirty (30) days from the date the invoice was received and accepted. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).
- b. 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 thirty (30) days of the settlement of such disputes.
- c. Terms of payment indicated in the Contract that will be issued by ReBIT to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the ReBIT on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good and the Invoice would be governed by the terms contained in the Contract concluded between ReBIT and the Bidder”. Bidder should ensure that the project should not suffer for this reason.

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

9.6 Subcontracting

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

9.7 Period of validity of bids / Responses

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

9.8 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 RFQ 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,
 - a. ReBIT notifies the Bidder in writing in a reasonable time frame on being aware of such claim,
 - b. The Bidder has sole control of defence and all related settlement negotiations,
 - c. 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 RFQ, 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 RFQ.
 - 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 RFQ.
 - 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 RFQ.

9.9 Force Majeure

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

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

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

9.10 Dispute Resolution

In the event of any dispute or differences between the parties relating to the “Contract or LOI (Letter of Invitation) whichever is issued later”, ReBIT and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, ReBIT and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mumbai, India.

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

9.11 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

9.12 Adherence of Cyber Security Policy

- a. 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.
- b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Vendor criticality assessment shall be conducted for all partners & vendors.
 - h. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

9.13 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.

10. Other Terms and Conditions

- a. Along with the clauses and conditions mentioned in this RFQ, all terms and clauses of the EOI Empanelment of the Service Providers for Staff Augmentation Services [ReBIT/2020 / CPO / 019] shall be applicable for this RFQ. For overlapping clauses, terms and clauses of this RFQ shall take precedence.
- b. ReBIT reserves the right to alter the requirements specified in this RFQ Document. Any modification of the RFQ, which may become necessary as a result of the Pre- bid meeting will be made available by ReBIT exclusively through the issue of a Corrigendum which will be published on ReBIT's website www.rebit.org.in/procurement and CPP Portal.
- c. The Bidder agrees that ReBIT has no limit on the additions or deletions on the items for the period of the contract. Further, the Bidder agrees that the price quoted by the Bidder would be proportionately adjusted with such additions or deletions of item requirements.
- d. ReBIT reserves the right to reject any or all proposals / quotation and to waive informalities and minor irregularities in proposals / quotations received, and to accept any portion of or all items proposed if deemed in the best interest of ReBIT to do so.
- e. The successful bidder will have to bear all the legal charges like cost of Stamp duty etc. at the time of signing Purchase Agreement/Service Level Agreement.
- f. ReBIT reserves the right to accept or reject any bid or scraps the Tender without assigning any reason thereof and ReBIT's decision in this regard will be treated as final.
- g. Ownership of this RFQ: The content of this RFQ is a copy right material of ReBIT. No part or material of this RFQ document should be published in paper or electronic media without prior written permission from ReBIT.

- h. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Vendor without advance written consent of ReBIT and any such sale, lease, assignment or transfer otherwise made by the Vendor shall be void and of no effect.
- i. ReBIT will not reimburse the vendor for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Ensure these costs are included in your RFQ response.

11. Commitments

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

12. RFQ Revisions

ReBIT reserves the right to submit the schedule or issue amendments to the RFQ at any time. ReBIT also reserves the right to cancel or reissue the RFQ at any time. Any modification of the RFP, which may become necessary as a result of the Pre- bid meeting will be made available by ReBIT exclusively through the issue of a Corrigendum which will be published on ReBIT's website www.rebit.org.in/procurement and CPP Portal.

13. Ownership of documents, data, and hardware

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

Annexure A: 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 RFQ Name] against [Insert RFQ reference number] dated [Insert RFQ 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 _____ under the RFQ as detailed in the scope given in the RFQ document, as detailed in the said Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would

not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Notwithstanding anything contained herein:

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

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

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

Annexure B: Bank Guarantee for EMD

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

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the "Bidder") wish to respond to the Request for Quotation (RFQ) for _____, self and other associated Bidders and submit the quote for the same as listed in the RFQ document.

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

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

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

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

Notwithstanding anything contained herein:

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

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

Signature

Name
(In Block letters)

Designation

(Staff Code No.)

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

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

Annexure C: Bidders Queries Format

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

#	Clause no.	Page no.	Clause	Query	ReBIT Response

Annexure D: Technical Bid Format

The Bidder is required to prepare the Technical Bid in both the below mentioned tabular formats. The Technical Bid must provide the number of profiles and summarized details of bidder proposed candidates during the technical evaluation stage.

(On letterhead of the Bidder)

Category	Total no. of profiles submitted for the technical evaluation along with CVs
SAP Time Management Functional Consultant (HCM)	
HR ABAP Consultant	
Webdynpro Consultant (ABAP)	
Workflow Consultant (ABAP)	
Adobe Forms Consultant (ABAP)	

Note:

- Bidders are expected to specify which role / category every candidate is being nominated for.
- Bidders are strictly advised to not submit profiles who shall have joining time more than 15 days from confirmation of selection by ReBIT.
- Bidders are advised not to share dummy or sample profiles in technical bid.
- Bidders are advised not to submit more than the maximum no. of profiles specified for each category.
- Candidate profiles submitted by bidders in the technical bid shall be considered as their final set of profiles, no further profiles shall be considered by ReBIT through any medium after technical bid submission deadline.
- Bidders are encouraged to submit profiles of candidates who are ready to join ReBIT team on an immediate basis.
- Bidders are expected to fill all the mentioned values in both the tables of Annexure D while submitting their technical bids.
- Bidders are expected to provide their inputs to the mentioned tabular formats in MS Excel format while submitting the technical bid. Candidate profiles and CVs may be shared in PDF formats.

Annexure E: Price Bid Format

Commercial bid must be submitted by bidders in the below mentioned format.

(On letterhead of the Bidder)

All figures in INR	Per resource per month			n resources per month		n resources for engagement duration		Taxes (E) (including GST and other taxes, if any)	Total Cost of n resources for engagement duration including taxes (D+E)
	Salary (A)	Administrative overheads (B)	Cost of 1 resource per month (A + B)	# of resources (n)	Cost for n resources per month [C = (A+B) * n]	Engagement duration (months)	Final Cost of n resources for engagement duration (D = C * engagement duration)		
Category A				1		6			
Category B				4		6			
Category C				5		6			
Category D				1		6			
Category E				1		6			

Note:

- ReBIT reserves the right to alter the requirements / cancel the resource requirement(s) at its sole discretion. Further, the Bidder agrees that the price quoted by the Bidder would be proportionately adjusted with such additions or deletions of item requirements.
- One resource/person month would be deemed as 22 (twenty-two) working days with a 9 (nine) hour workday. The selected bidder and selected resource need to adhere to the afore mentioned ReBIT working days/hours.
- In case of any shortfall in working days/hrs proportionate amount (1-day cost = per month cost / 30) will be deducted.
- Selected Bidder and Selected resource will follow prevalent ReBIT Code of conduct, Ethics, SOPs, Integrity standards at all

the times.

- 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 RFQ 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.

Annexure F: 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.
