

**REQUEST FOR PROPOSAL
FOR
ReBIT Network Infrastructure**

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1. About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT will act as a catalyst for innovation, big systems and new ideas apart from having the capability to guide the regulated entities in the IT areas of their operations as also for the RBI's IT related functions and initiatives. Given the need for interoperability and cross-institutional cooperation, ReBIT will effectively participate in setting up of standards to strengthen Reserve Bank's role as regulator. ReBIT is a 100% wholly owned subsidiary of the RBI.

2. Disclaimer & Disclosures

ReBIT has prepared this document to give background information to the interested parties for participating in the RFP process of setting up the "ReBIT Network Infrastructure" at our office space in Unit no. 502, 5th Floor, "Building 1" situated at "Mindspace Juinagar", Plot Nos. Gen 2/1/D, Gen 2/1/E & Gen 2/1/F, TTC Industrial Area, Juinagar, Navi Mumbai 400706. While ReBIT has taken due care in the preparation of this RFP 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 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 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 to modify the requirements as well as add or delete, as the case may be to meet ReBIT requirements at any point of time. ReBIT reserves the right not to proceed with the RFP, to alter the time table 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 Bidders 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 bidding. 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.

Please note that the information provided in the RFP is strictly confidential and by accepting this RFP, the interested parties unconditionally undertake, not to, in any manner use 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.

3. RFP Requirements

The requirements of ReBIT for the proposed facility are outlined herein below:

ReBIT is setting up its office at Juinagar, Navi Mumbai which would necessitate having a network infrastructure comprising of access switches, core switches and Wireless Lan Controller (WLC) / Wireless access points. The solution should comprise of enterprise level devices with resiliency for each of the devices. ReBIT intends to issue this bid document to the bidders to participate in the competitive bidding for procurement, implementation and maintenance of this solution. The site location for the above mentioned requirements is Unit no. 502, 5th Floor, "Building 1" situated at "MindSpace Juinagar", Plot Nos. Gen 2/1/D, Gen 2/1/E & Gen 2/1/F, TTC Industrial Area, Juinagar, Navi Mumbai 400706.

For the purpose of the evaluation and selection of Bidder, a three-stage evaluation process will be followed. First of all, the Bidder has to comply with the "Minimum Eligibility Criteria" as detailed in the RFP, to qualify and participate in the Technical Bid evaluation process. Those bidders who qualify the "[Minimum Eligibility Criteria](#)" will only be eligible to participate in the 'Technical Bid'. Bidders who will

score minimum 80% in technical evaluation will be eligible to participate in the commercial bid process.

The prospective Bidder who satisfies the “Minimum Eligibility Criteria” as defined in the “[Minimum Eligibility Criteria](#)” section below is encouraged to respond by expressing their interest to bid by sending email to procurement@rebit.org.in.

The prospective Bidder who satisfies the “Minimum Eligibility Criteria” and plan to respond to this RFP is required to submit the bid earnest money (refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders and after 30 days of finalizing the selection process for unqualified bidders) of **INR 2, 00,000/-** (Indian Rupees Two Lacs Only) by way of Demand Draft (DD) along with the technical bid.

To be submitted in favor of:

Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT), payable at Navi Mumbai. 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center, Sector 30A, Vashi, Navi Mumbai – 400703

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 such deposited Earnest Money. The Earnest Money of an unsuccessful Bidder shall be refunded after the final decision on the Bids or on expiry of the validity period whichever is earlier on presenting receipt thereof. The Earnest Money Deposit (EMD) may be forfeited:

- If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- If he/she withdraws/revokes his/her offer or modifies/changes the same during the validity of the Bid
- In case of successful Bidder, if the Bidder fails to sign the contract within the specified date from the date of issuing the Letter of Acceptance
- Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, ReBIT at its discretion may cancel the contract awarded to the selected Bidder without giving any notice
- Where the Bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.

The selected Bidder post the RFP process would support ReBIT as per the scope defined in the “[Scope of Work](#)” section below

Vendor Evaluation Process and Criteria

- The selection process consists of the following three considerations:
 - I. Minimum Eligibility Criteria (Pre-Qualification)
 - II. Technical Bid Evaluation
 - III. Commercial Bid Evaluation
- The Bidder has to comply with the “Minimum Eligibility Criteria” as detailed earlier in the RFP, to qualify and participate in the Technical Bid evaluation process.
- The technical evaluation will be based on the extent to which Vendor’s proposed solution fulfils ReBIT’s requirements as stated in the Technical_Specification_NW_Devices workbook that will be provided to interested parties.
- The shortlisted vendors whose solution meets all the “Must have” requirements as stated in the Technical_Specification_NW_Devices workbook will be called for a proposal presentation.
- In addition to the fitment to requirements, the technical evaluation will also have the following considerations:
 1. An assessment of the vendor’s ability to deliver the indicated services as mentioned in the scope of this RFP.
 2. The vendor’s financial stability, experience and record of past performance in delivering such services.
 3. Availability of sufficient high quality vendor personnel with the skills and experience for the specific solution proposed.
- Commercials of the shortlisted vendors who will score minimum 80% in technical evaluation will be opened by the RFP panel post technical evaluation.
- During the commercial evaluation the vendor with lowest commercial (L1) bid will be awarded the contract subject to signing of the subsequent work contract and Non-Disclosure Agreement between both the parties.

This RFP provides general and technical information as well as the required format for responses. Your submitted response will be a primary source of information used for system evaluation and selection. Please include all required and appropriate information with your proposal. No other source of information submitted, written or verbal will be considered part of your proposal.

The bidder’s conference would be held to address any queries the bidder’s may have on the RFP. This would be held at ReBIT office on the specified date, only one person per organization (OEM and Bidder) would be permitted to attend this conference.

Compensation

No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.

Other possible criteria to be reviewed include a Consultant's/Vendor's references and any outstanding legal suits or actions. ReBIT does not represent that these are the sole criteria, and reserves the right to adjust selection criteria at any time until final Consultant selections are made.

3.1 Minimum Eligibility Criteria

Sr. No	Eligibility Criteria	Documentation Required	Compliance Status (Yes/No)
1	The Bidder should be a Registered Indian entity under the respective Acts 1956/2013 of India and can be OEM or System integrator	Attested copy of the Certificate of Incorporation/Registration of the Bidder a. Registration number b. GST registration number, as applicable	
2	The Bidder should have a minimum annual turnover of at least ₹ 10 crore in each of the last three financial years(2015-16, 2016-17& 2017-18) This must be the individual company turnover and not that of any group of companies.	Audited financial statements indicating required set forth in the eligibility criteria. And Auditor / Chartered Accountant Certificate in support of the criterion	
3	The Bidder should be Top Rating Classified Authorized Partner of the OEM (Original Equipment Manufacturer) at least for the last 3 years The proposed OEM should have warehouse on its own/through partner in Mumbai/Thane/Navi Mumbai.	Manufacturers Authorization letter from OEM in favor of Bidder must be enclosed	
4	The bidder should have positive operating profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in each of last	Copies of the audited balance sheet and Profit & Loss Statement of the company for FY2015-16, FY2016-17 & FY2017-18 years are to be submitted. If Balance Sheet and Profit	

	three Financial Years (i.e. 2015-16, 2016-17 & 2017-18).	& Loss statements for FY2017-18 are not audited, CA certificate should be submitted.	
5	The bidder should have experience in executing similar solutions in minimum 2 PSBs / PSUs / BSE / NPCI / RBI/ Central Government organizations in India.	The Purchase Order/ Reference Letter in support of the same should be enclosed in Technical Bid. The experience with regard to each Component and level of engagement must be indicated explicitly in the Technical Bid. The onus of proving the credential via documentary evidence will fall on the Prime Bidder.	
6	The bidder should have at least 3 certified Engineers who are having experience on the solution proposed	Bidders to provide the certificate and the resume of the resources	
7	Bidder should have registered office in Mumbai for support.	Bidder need to submit the complete address with contact details.	
8	The Bidder should not be currently blacklisted by Government of India. The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).	Self-declaration on the company letter head signed by Company Secretary or Board approved Authorized Signatory	

Note: The Bidder should submit relevant documentation supporting the above minimum eligibility qualification criteria with technical bid response. 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.

3.2 Scope of Work

Following is the high level scope for the Project.

3.2.1 Scope of work bidder

- The solution provider should supply, install, commission and integrate the switches, routers (provided by ISP) and access points with all required accessories. The equipment which will be quoted should not be in the list of end of support or end of life declarations by OEMs.
- Bidders should be ready to give 10 years product support for active components from the OEM and maintain the “Total Solution” for 10 years both from the date of Acceptance. If, Bidder is unable to provide support for the said period then the Bidders shall upgrade the component/ sub-component with an alternative that is acceptable to the ReBIT at no additional cost to and without causing any performance degradation and/or project delays accordingly a written undertaking may be submitted.
- OEM should bid for latest model with latest specifications as per requirements stated in the **Technical_Specification_NW_Devices** workbook.
- The bidder should also take part in designing of solutions as per ReBIT’s requirements.
- The solution provider should also integrate existing infrastructure setup (like servers, firewalls and proxy) with the new devices to be procured.
- The solution scope includes the necessary configuration of all the equipment to setup communication and integrate with passive infrastructure required for rack mounting, cabling etc.
- The solution provider should suggest the appropriate IOS for all the supplied devices; the IOS should be of N-1 version.
- All the devices to be hosted should support both IPv4 and IPv6.
- Interlinks between the devices should be on 10G ports and there should be resiliency between the devices. All possible high availability scenarios should be considered & tested
- The resolution time for the hardware related issues should be 4 hours, there should be 24*7*365 support from the OEM for all the supplied products through this RFP.
- The successful vendor will be expected to provide all the necessary software licenses, implement, train and handover the solution to ReBIT IT team. They would subsequently provide first, second and third level of support through bug fixes, updates and upgrades.
- Solution Implementation: The Vendor will be expected to utilize the information presented in this RFP and submit a proposal(s) that may include variations of hardware and software where allowed but that meets all requirements specified and yet will fulfil future expectations as articulated in this RFP or that are perceived by the Respondent. This

includes all hardware and software required for implementing the proposed network and security infrastructure.

- Full documentation of the project is to be included in the deliverables by the successful Vendor.

Documentation should include the following but may not be limited to it,

1. Architecture & design document.
2. Infrastructure build document
3. IP address allocations to various components.
4. Project Plan with milestones, resourcing and deliverables.
5. Inventory list consisting of hostnames, make, model, serial number
6. Traffic flow document between the devices
7. Testing cases and test results documented before and after implementation.
8. Vendor support details and escalation matrix
9. OEM support details and escalation matrix

- The Vendor shall assign a project manager and associated support personnel for this project.
- Bidder shall furnish a teaming agreement with OEM for the above scope of work and submit the same as part of the bid. This teaming agreement should include but not be limited to the ownership of the activities, timelines and resources associated to the activities.
- The Bidder should further provide the deliverables and sign off for each of the deliverables at various stages of customization and implementation.
- Further, the Bidder should arrange for sign-off by OEM for each of the critical stages of customization and implementation.

3.2.2 Scope of work OEM

The OEM/OEMs should be committed to the success of the project by being involved in the implementation of the project till its completion. The OEMs should be involved in the overall implementation, support, sustenance, etc. for each of the proposed solutions by the bidder as per the scope of work defined in RFP. Bidder shall ensure that the product OEM is involved in the implementation of the project till its completion. A letter from the product OEM confirming the same has to be submitted in the technical bid. The OEMs have to give the certificate to ReBIT post implementation, confirming the implementation of their products with best industry practices and the standards and no zero-day threats or malware in the installed device or appliance. The following are the tentative expectations with respect to OEM involvement during the contract period, however ReBIT reserves the right to change the scope:

- The OEM shall commit to provide product support for active components for a period of 10 years from the date of Acceptance. If the OEM is unable to provide support for the above period, the OEM should upgrade the component/ sub-component with an alternative that is acceptable to the ReBIT at no additional cost to and without causing any performance degradation and/or project delays. Accordingly, a written undertaking should be submitted by the OEM.

- Review of Technical Requirements Specification document, taking into account all quantitative and qualitative aspects related to configuration of the solution from an industry leading practices perspective and in tune with regulatory guidelines.
- Review of solution architecture to assess the extent to which same will support business requirements and review gaps/ customizations, if any
- Review of information requirements and supporting processes w.r.t completeness and quality
- Review of functional configuration by duly benchmarking against defined scope and business requirements
- Review of test strategy, scenarios and test cases developed for supporting the configuration for conducting UAT of the solution configured.
- Review of UAT environment, plans, mapping of test cases and functional requirement specification and tracking mechanism for resolution of issues.
- Sign off by Bidder and OEM for Go live of respective component.
- For above scope of work, OEM shall produce following deliverables in the course of implementation:
 - Review report with recommendations for resolution of any gaps
 - Review Report on solution architecture and information requirements with recommendations for resolution of gaps
 - Report on functional configuration checks carried out containing the observations on UAT test strategy cases and scenarios, UAT plan, etc.
- OEMs shall provide support for their respective solutions during the implementation phase for:
 - Validation of solution design and architecture
 - Continuous monitoring of implementation.
 - Provide SME support to working teams.
 - Ensure customization is in line with ReBIT's requirements.
 - OEM sign off would be necessary after implementation of its products.
 - Yearly health check-up of the solutions implemented by the OEM.

Each OEM should bid through only one bidder. OEM representing more than one bidder shall be disqualified.

Acceptance: One month test period will be used by ReBIT to evaluate the entire network and security solution post implementation sign off. After the solution has been successfully implemented, ReBIT and the Vendor shall agree on the start date of the test period. Acceptance of the solution shall be based on the results of the test period. If during the UAT period, the solution experiences no failures and functions according to the requirements of the RFP, as determined by ReBIT, the solution shall be considered accepted. After the solution has been accepted, the Vendor may submit an invoice for the solution. After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received

In order to assist the participating vendors in developing their response, the details of ReBIT's requirements have been more clearly set out and defined in the Technical Bid workbook "Technical_Specification_NW_Devices" which will be shared with interested parties.

The participating vendors are requested to fill in the template document for '[Commercial Bid](#)' which will be shared with interested parties after pre-bid meeting.

ReBIT is currently in the selection stage of the evaluation process and would like to evaluate your project against other alternatives. ReBIT shall review the submitted tender offers. ReBIT reserves the right to not accept any late responses and is under no obligation to accept the lowest offer or indeed any offer: ReBIT is free to conduct the process for a transaction as it determines fit in its sole discretion (including, without limitation, terminating further participation in the process by any party, negotiating with any party and entering into an agreement with respect to a transaction without prior notice to you or any other person) and any procedures relating to the process or a possible transaction may be changed at any time without prior notice to you or any other person.

The information attached to this letter is purely intended as a guide and ReBIT does not make any representation or warranty of any kind, expressed or implied, as to the accuracy, completeness or reasonableness of the information contained herein or any other written or oral communication transmitted or made available to you.

If you have any questions while you are putting your offer together please feel free to contact via email to procurement@rebit.org.in

3.3 Resource Plan

The Bidder shall provide detailed plan of the proposed staffing for the successful completion of the Works specified in the Proposal. Please indicate the number of proposed staff below and clearly identify personnel, if any, who would be dedicated for this Project.

All personnel offered for assignment shall be subject to the approval of and shall need to be retained on the Project until completion of the contract or as released by ReBIT.

The Bidder shall have full control of all his personnel employed on or about the work, with power to employ or discharge. The Bidder shall remove or cause to be removed from the Premises any of his personnel or sub- Bidders personnel employed upon the Work, who, in the judgment of, are detrimental to the progress of the Work.

3.4 Delivery Schedule

ReBIT would prefer the following schedule for completion of the activities from the date of placement of orders.

- Delivery of Equipment (Hardware) at said the location: max 6 weeks.
- Installation, Commissioning and Operationalization of the complete solution : 1-2 weeks
- The hardware, software and associated documentation so received should be in good working condition at the designated location of the ReBIT.

- The bidder should communicate the timelines for the Installation schedule and any other relevant details to the ReBIT as part of its project plan and obtain ReBIT's approval.
- The installation will be deemed to be complete after successfully conducting Acceptance test procedure (ATP) and acceptance of the same by ReBIT.
- The Bidder has to resolve any hardware, system software and integration issues with existing systems and application related problems during installation of the Total Solution.
- On the evaluation of the Acceptance Test results and if required in view of the performance of the Total Solution, as observed during the Acceptance Test, the Vendor shall take remedial measures including up-gradation of the Total Solution or of any component there under, including replacement thereof, at no additional cost to the ReBIT, to ensure that the Total Solution meets the requirements of ReBIT as envisaged in the Tender Document.

3.5 Site Particulars

Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the timelines and specifications. Successful bidder is expected to familiarize themselves with the site conditions and operationalize the total solution.

3.6 Warranty

- The selected Bidder shall give warranty for three (3) years from the date of acceptance of the systems by ReBIT. During the warranty period, the Bidder will have to undertake comprehensive maintenance of the Total Solution including hardware and software part of the solution.
- During the warranty period the vendor should maintain the systems and shall be responsible for all costs relating to maintenance.
- During the Warranty Period, the selected vendor will have to provide at no additional cost to ReBIT all software updates, releases, Version upgrades, New Versions etc. within 30 days of their availability.
- The selected Bidder shall ensure 99.9% uptime for the solution.
- The vendor shall guarantee the availability of spares/Software for a period of at least Seven years in respect of all the equipment supplied by them, from date of Acceptance Test of the total solution.
- Besides the above, the vendor will have to conform to the terms and conditions mentioned in the tender.
 - 24x7 telephonic and online support should be made available by the OEMs for all the equipment for online troubleshooting to address any technical issues including configuration and breakdowns.
 - ReBIT should be able to log calls directly by web/email or over phone to the OEMs 24X7 during the warranty period. Accordingly escalation matrix of each OEM and confirmation letter from OEM should be submitted.
 - After expiry of the warranty, ReBIT shall have sole discretion to enter into Annual Maintenance Contract (AMC) either in full or in part for maintenance of Total Solution. Thereafter, ReBIT, at its discretion, may renew the AMC in full or in part yearly.

3.7 Post Warranty Annual Maintenance

- After completion of warranty period, bidder has to give Comprehensive Annual Maintenance Service Contract (AMC) for at least four years.
- The Bidder has to submit the fresh Performance Bank Guarantee (PBG) for the total AMC value at the beginning of each AMC period. AMC payment will be released after submission of valid PBG.
- As a part of the maintenance contract, the Selected Bidder will have to provide software updates, releases, Version upgrades, New Versions etc. of all the Application Software and Custom Software included in the Products. The Supplier will also undertake to carry out implementation / operationalization / customization of software updates, releases, Version upgrades, New Versions etc. The maintenance contract shall also require that the selected bidder maintain all supplied documentation in such a state as to correctly reflect the state of the Products at any point in time.
- If ReBIT desires, the service contract shall be renewed for 3 more years after the initial AMC contract period of 4 years, excluding three year warranty period. At the time of renewal of the contract after the expiry of the original validity period of AMC (i.e. 4 years after warranty) and for all subsequent years.
- On expiry/termination of the contract, the selected Bidder shall handover all equipment to ReBIT in good working condition, before the release of that quarter's payment.

3.8 Service Level Agreement (SLA) & Contracting

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected OEM/SI during the implementation and its subsequent support for the project period. The severity would be as follows. It will ReBIT's discretion to assign the appropriate severity parameter to the incident.

- Critical: In case multiple subsystems are down threatening business continuity and multiple users are affected, it shall be considered as a Critical incident.
- High: In case any of the subsystem is down causing high impact on business operations and few clients are affected, it shall be considered as a High Severity incident.
- Medium: In case an essential functionality becomes unavailable which is not actually hampering the business but may impact few services if not attended immediately will be termed as medium.
- Low: The incidents would be termed as low, which does not have any significant impact on the business or functionality.

Service Levels: The SLAs have been logically segregated the following categories:

Implementation Service Level Agreement

S. No.	Service Category	Target	Penalty
1	Delivery of hardware and software at all sites	6 weeks from the date of Issue of Purchase Order	Penalties will be applicable after 6 weeks , if the Delivery is still not completed. (Delivery shall be considered completed on the Confirmation of delivery of all items as per Purchase Order) A penalty of 1% per week for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the total contract value. Penalty will be computed on the total one-time cost between the ReBIT and Bidder.
2	Installation and Operationalization	2 weeks from the date of Issue of Purchase Order	Penalties will be applicable after 2 weeks , if the installation and Operationalization is still not completed. (Installation and operationalization shall be considered completed on the date of submission of all relevant installation documents) A penalty of 1% per week for first two weeks, 2% per week for every subsequent week subject to a maximum of 10%. Penalty will be computed on the total one time cost between the ReBIT and Bidder.

Infrastructure Availability SLA

The "Infrastructure Availability" metric for the proposed solution with an Infrastructure Availability Target SLA of 99.9% will be calculated as per below formula.

$$\frac{\text{Total Solution Uptime} - \text{Total Qualifying Outage Time}}{\text{Total Solution Uptime}} \times 100$$

For the purpose of Infrastructure Availability, qualifying outage time is defined as below:

Total Qualifying Outage Time or Downtime means accumulated time during which any of the components/total solution is inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.

For the purpose of Infrastructure Availability, Critical or High only severity Incidents will be considered. It will ReBIT's discretion to assign the appropriate severity parameter to the incident.

For any non-performance of SLA, penalties will be levied as per calculation below. The SLA performance measurement shall be tracked and reported every month, referred to as

Reporting Period. However, the penalty calculation for not being able to fulfill SLA will be aligned with Annual invoicing period, referred to as Measurement Period.

Network Availability	Less than 99.5%	Greater than or equal to 99.5% and less than 99.8%	Greater than or equal to 99.8% and less than 99.9%
Downtime	More than 219 minutes	Greater than 88 Minutes but less than 219 minutes	Greater than 44 Minutes but less than 88 minutes
Penalty	5% of total Annual value for the measurement period up to 10% of Annual Amount payable	3% of total Annual value for the measurement period up to 10% of Annual Amount payable	2% of total Annual value for the measurement period up to 10% of Annual Amount payable

Incident Restoration SLA

Severity of Incident	Restoration time (T)	Penalty
Critical	≤ 1 hours from time of incident logged.	No Penalty.
	> 1 Hours and ≤ 3 Hours	2% of the Annual Amount payable for every unresolved call up to 10% of Annual Amount payable
	>3 Hours	5% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable.
High	≤ 2 hours from time of incident logged.	No Penalty
	> 2 Hours and ≤ 4.5 Hours	2% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
	>4.5 Hours	5% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
	≤ 4 hours from time of incident logged.	No Penalty
	>4 Hours and ≤ 8 Hours	2% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable

Medium	>8 Hours	3% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable
Low	≤ 10 day from the time of incident logged at the help desk	No penalty
	>10 day and ≤ 30 days	1% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable.
	>30 days	2% of the Annual Amount payable for every unresolved call, up to 10% of Annual Amount payable

Note:

- The response time for all Types of Help Desk services incidents shall be within 15 min.
- The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period. However, the penalty calculation for not being able to fulfill SLA will be aligned with Annual invoicing period, referred to as Measurement Period.
- The maximum penalty during a measurement or invoicing period will be capped to 10% of total invoicing value during that measurement or invoicing period.
- First Information Report of any incidents should be communicated to the ReBIT within 4 hours from the time of occurrence of the incident/issue
- Root Cause Analysis (RCA) of any incidents should be communicated to the ReBIT within 24 hours from the time of occurrence of the incident/issue.

3.9 Exit Clause:

ReBIT reserves the right to cancel or exit the Contract in the event of happening one or more of the following Conditions

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase order;
- Delay in delivery beyond the specified period.
- Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
- Serious discrepancy in functionality of any facility to be provided or the performance levels, which have an impact on the functioning of the solution.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through invoking Performance Guarantee given by bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/considered. Such proposals will be disqualified.

4 RFP Details

4.1 RFP Schedule

Activity	Date
Issue of RFP	November 30, 2018 via Newspaper advertisement and ReBIT website : www.rebit.org.in
Last date and time for receipt of written queries from bidders	December 10, 2018
Date and Time for Pre-Bid Meeting	December 12, 2018 at ReBIT office dates and time to be communicated to interested bidder via email
Vendor proposal (Minimum Eligibility, EMD, Technical and Commercial in separate sealed envelope submission date	December 27, at ReBIT office at 12:00 PM
Technical Bids opening by ReBIT team	December 27, at ReBIT office at 12:30 PM
Vendor Presentation for selected bidders	To be intimated later via email or ReBIT Website (tentative Dec 31,2018 - Jan 04, 2019)
Commercial Bid opening of Shortlisted bidders	To Be intimated via email to selected Bidder
Award of contract	To Be intimated via email to selected Bidder
Issuing of PO to Successful Bidder	To Be intimated via email to selected Bidder

Inquiries and Questions

Inquiries and questions regarding the proposal document, scope of services, response format/content or the terms and conditions shall be submitted via e-mail to procurement@rebit.org.in by **December 10, 2018**

Bidders need to register for the Pre-Bid meeting by emailing the aforementioned contact with "RFP - ReBIT Network Infrastructure- **Pre-Bid Meeting** Registration" in the subject line by **December 11, 2018**. Only one representative from each Bidder & OEM will be allowed to participate in the Pre-Bid meeting. The Pre-bid meeting is

an in-person meeting. Strictly one person per bidder will be allowed to attend the Pre-bid meeting. There will be no video or audio conference bridge for it. All responses from ReBIT to all inquiries shall be sent via email to all bidders who attend the pre-bid meeting or published in website.

4.2 Submission Response Format and Contents

The response to the RFP would need to be furnished in two parts namely

- 1) Technical Bid Response and
- 2) Commercial Bid Response.

The Technical Bid Response would need to cover the following details:

1. Responses and submission of relevant proofs for all the minimum eligibility criteria as highlighted earlier (failure to furnish this information will result in the RFP response being summarily rejected)

2. Organize proposals in separately tabbed sections with labels that correspond to the sections described in the following pages of this RFP and in the General Submission Format sub-section.

- Number each page of your submission consecutively.
- Provide a concise response to each point.
- Wherever a table is provided, please title your section tab to match the RFP section in which the table appears.
- Use the table format for your responses, and maintain the sequence and reference numbers in the table.

3. Company portfolio with resume of proposed team working on this project

4. Financial details of the Company.

References

Please provide at least three (3) that match the following criteria:

- Customers using the solution and version(s) proposed for ReBIT

Provide the principle contact name and telephone number, as well as the other information requested in the proceeding table.

Reference's Organization name	Contact Name and Email address	City, State and Phone Number	System(s) name and version, Number of Sites, Number of Employees
1.			
2.			

3.			
4.			
5.			

Submittal Instructions:

Technical proposal needs to be submitted in a sealed envelope as well before the date and time mentioned in the above table, clearly marked as “RFP - ReBIT Network Infrastructure”, to Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT), 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Centre, Sector 30A, Vashi, Navi Mumbai - 400703

Submittals are due at the postal address given below on or before **December 27, 2018**

Technical proposal needs to be submitted by email before the date and time mentioned in the above table.

The technical proposal should include:

1. Response to the questions and sections in the excel Technical_Specification_NW_Devices template that will be provided to interested parties. Provide a descriptive response (including diagrams and tables as needed) to each of the questions and sections.
2. Technical_Specification_NW_Devices template is comprises of “Must Have” and “Good To Have” requirements. “Must Have” requirement will carry weightage of 5 and “Good To Have” requirement will carry weightage of 2.
3. Respond to all the worksheets in the Technical_Specification_NW_Devices workbook that will be provided to interested parties. Provide a detailed response to each point in this workbook.

Commercial proposal needs to be submitted in a sealed envelope before the date and time mentioned in the above table, clearly marked as “RFP - ReBIT Network Infrastructure”, to Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT), 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Centre, Sector 30A, Vashi, Navi Mumbai - 400703

Sole responsibility rests with the Offeror to see that their RFP response is received on time. Any responses received after due date and time are liable to be rejected.

All tenderers are requested to submit the tender documents (TECHNICAL BID and COMMERCIAL BID) duly filled in with complete and correct information along with relevant documents.

Tender documents received by ReBIT after due date and **time as per outline in RFP Schedule i.e. December 27, 2018, 12:00 PM** shall not be considered and hence rejected.

4.3 Submission Terms and Conditions

1. Bidders are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk
2. Each Bidder shall furnish the information required in the RFP
3. The Contract/Purchase Order will be awarded to that responsible Bidder whose submittal, conforming to the Request for Proposal, will be most advantageous to ReBIT, price and other factors considered
4. ReBIT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of ReBIT to do so
5. A signed purchase order or contract furnished to the successful Bidder results in a binding contract without further action by either party.
6. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections and changes. ReBIT will not be responsible for oral clarification
7. ReBIT may, in its absolute discretion, seek additional information or material from any of the bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response
8. Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly
9. 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.
10. ReBIT may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
11. ReBIT will notify all short-listed bidders in writing or by mail as soon as practicable about the outcome of their RFP. ReBIT is not obliged to provide any reasons for any such acceptance or rejection.
12. No payment of any kind will be provided to the Bidder, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.
13. All quotes should be submitted initially on the most complete basis and with the most favorable financial terms available. The selected Bidder's proposal may, at ReBIT option, be made part of the final purchase contract and all representations in the Bidder's proposal may be considered commitments to provide the services as described.

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

Submission Related Confidential / Proprietary Information Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential / proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential / proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

4.4 General Submission Requirements

Please include the following information in your submission, identified and in the order listed below:

1. Vendor Contact Information
 - a. Company Name, Address, Phone Number and Contact Information.
 - b. Name of contact person(s) for contract administration and technical liaison
 - c. Indicate your company's hours of business, off-hours contact and availability.
 - d. Suggest appropriate processes for ongoing communications between Vendor and ReBIT, e.g. email, website, phone, etc.)
2. Detailed Project Schedule, with major deliverables, including but not limited to:
 - a. Project plan and schedule with critical path identified
 - b. Gap analysis
 - c. Resource allocations
 - d. Solution Acceptance Criteria
 - e. Product installation
 - f. Admin Training
 - g. Add-ons or customizations
 - h. User and Parallel system acceptance certificate
 - i. Final production cutover
3. **Documentation / Manuals:** Provide electronic copies of the technical and user documentation with your response to the RFP (e.g. CD, DVD, Website link, etc.).

4. **Detailed Cost Schedules:** Provide detailed, itemized unit and total costs for each component and service proposed, indicating as appropriate optional and required components and services, including:
 - a. Recommended hardware specifications, itemized, to meet ReBIT requirements
 - b. Recommended software, itemized, to meet ReBIT requirements and including any 3rd party software license fees
 - c. If managed services or software-as-a-service is proposed, provide appropriate costs, sized and itemized, to meet ReBIT requirements.
 - d. Where appropriate, please provide any tiered costing alternatives, e.g. per transaction, per employee, etc.
 - e. Project Management, e.g. Hourly, monthly or fixed rate, number of estimated hours / months to complete project
 - f. Software development services, e.g. hourly, monthly or fixed rate, number of estimated hours / months to complete project.
 - g. Cost for developing custom connectors should be highlighted.
 - h. On-site training, e.g. Hourly or class rate, number of estimated hours to complete project, recommended class size
 - i. Provide a 3-year post-implementation cost schedule for support, maintenance and upgrades (including any 3rd party licensing fees)
5. The Commercial bid should be in accordance with the following:
 - a) The bidder should quote the commercial value as per the excel sheet which will be shared after pre-bid meeting.
 - b) The bidder should indicate unit price of each and every component proposed by them.
 - c) The prices quoted by the bidder shall be in Indian Rupees and no escalation in price within the period of 180 days from the date at which L1 is declared.
 - d) The price quoted should be inclusive of all Central/State Government levies, taxes, service tax, sales tax, excise duty, custom duty, etc. The Octroy / Entry/GST Tax, if any, shall be paid as per the actuals.
 - e) Further, subsequent to the orders being placed/agreement 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.
 - f) The make and model given in commercial bid format should be the same as mentioned in BOM (without Price) else commercial bid may not be processed further.

After completing internal approval process, bidder who has submitted the L1 cost will be declared as successful bidder.

ReBIT reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per

the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

6. **Contract / license agreement:** Submit a copy of any contract / license agreement you will require to be executed at time of award.
7. **Non-disclosure Agreements:** Submit a copy of any non-disclosure contracts you would require to be executed as part of the evaluation process.
8. **Staff Qualifications:** Describe the qualifications and experience of the staff who would be assigned to the ReBIT implementation. Provide an electronic copy of resumes for your project manager and technical leads.
9. **Customization:** While it is ReBIT's intention to avoid customization of 3rd party software, please describe your process for defining specifications and for pricing customization work orders - both during implementation and as a post-implementation support change request. Please also provide your current pricing / rate structure for custom development.
10. Bidders are not permitted to submit more than one bid and any alternate product. 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.
11. Each and every page of the bid documents should be properly stamped and signed by the authorized signatory. However, ReBIT may seek original hard copy of the document for verification.
12. The bids 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.
13. ReBIT reserves the right to alter / increase / decrease the hardware and software requirements as well as add/reduce locations, as the case may be to meet ReBIT requirements at any point of time.
14. Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. ReBIT holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.
15. The bid shall be in English Language.
16. All prices shall be expressed in Indian Rupees only.
17. 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.
18. 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 Vendors having the right to object to such reissue.
19. 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.

4.5 Evaluation Process and Criteria

The objective of the evaluation process is to evaluate the bids received to select the best fit solution at a competitive price based on technical and commercial parameters. The evaluation will be undertaken by a Committee formed for the purpose by ReBIT. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.

For the purpose of the evaluation and selection of Bidder, a three-stage evaluation process will be followed. First of all, the Bidder has to comply with the “Minimum Eligibility Criteria” as detailed earlier in the RFP, to qualify and participate in the Technical Bid evaluation process. Those bidders who qualify the “Minimum Eligibility Criteria” will only be eligible to participate in the ‘the Technical Bid’. Bidders who will score minimum 80% in technical evaluation will be eligible to participate in the commercial bid process.

The bidders have to submit ‘the Technical’ and ‘the Commercial’ Bid simultaneously as mentioned earlier. The Bidder has to submit ‘Technical Bid’ keeping in view the information / criteria mentioned in this document to address by the date and time stipulated as in this document.

‘Technical Bid’ will contain the exhaustive and comprehensive technical details. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

The selection process consists of the following three considerations:

1. Minimum Eligibility Criteria (Pre-Qualification)
2. Technical Bid Evaluation
3. Commercial Bid Evaluation

Other possible criteria to be reviewed include a Consultant’s/Vendor’s references and any outstanding legal suits or actions. ReBIT does not represent that these are the sole criteria, and reserves the right to adjust selection criteria at any time until final Consultant/Vendor selections are made.

The Technical Bid will be evaluated basis the parameters provided in the [Scoring Matrix Section](#). The bidders scoring 80% and above will qualify to take part in commercial round. The Procurement Committee has prescribed a minimum cut-off technical score of at least 80% to ensure the technical quality of bids and also reserves the right to relax any of the parameters if the need arises.

In the third stage of evaluation, the commercial bid submitted by the bidders who have qualified in the Technical evaluation process will be opened and thereafter, the bidder with the lowest commercial bid will awarded.

In case of a tie of commercial bid between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder. In case of non-acceptance of the offer, it will be given to next successful Bidder and so on.

Post selection of the Bidder, ReBIT shall return the Earnest Money Deposit (EMD) to the unsuccessful bidders within 30 days of formal declaration of results.

ReBIT may call for any clarifications / additional particulars required, if any, on the minimum eligibility criteria / technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within 2 working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail,
- 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 total shall be arrived at by ReBIT.

In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

ReBIT reserves the right to re-negotiate any terms (Price / Technical) further with the successful Bidder.

4.6 Contract Award and Execution

1. ReBIT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the bidders can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to ReBIT.
2. The general conditions and specifications of the RFP and the successful Bidder's response, as amended by agreement between ReBIT and the Bidder, will become part of the contract documents. Additionally, ReBIT will verify Bidder representations that appear in the proposal. Failure of the Bidder to meet the mandatory requirements or criteria may result in elimination of the Bidder from competition or in contract cancellation or termination.
3. Failure of the successful Bidder to comply with the above requirement, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the contract.
4. The Bidder selected as the apparently successful Bidder will be expected to enter into a contract with ReBIT. If the selected Bidder fails to sign and return the contract within fifteen (15) business days of delivery of the final contract, ReBIT may elect to cancel the award and award the contract to the next-highest-ranked Bidder.

5. No cost chargeable to the proposed contract may be incurred before the Bidder has received a fully executed contract
6. ReBIT will not reimburse the Bidder for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Bidder needs to ensure that these costs are included in their RFP response.

4.7 Performance Bank Guarantee

1. The successful Bidder shall at his own expense deposit with the “Reserve Bank Information Technology Pvt Ltd” 18th Floor, Cyber One, Opposite CIDCO Exhibition Center, Sector 30, Vashi, Navi Mumbai 400703 within thirty (30) working days of the date of notice of award of the bid, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of relevant [Annexure-A](#) Performance Bank Guarantee format, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Bidder.
2. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to ReBIT as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. ReBIT shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.
3. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.
4. The Performance Bank Guarantee shall be returned after satisfactory performance post 180 days of rollout.
5. The Performance Bank guarantee shall be denominated in Indian Rupees (INR) and shall be by bank guarantee.
6. The Performance Bank Guarantee will be valid till the end of the contract. Failure of the successful Bidder to comply with the above requirement, or failure of the Bidder to enter into a contract within 15 working days from the issue of the purchase order or within such extended period, as may be specified by ReBIT shall constitute sufficient grounds, among others.
7. In case of breach, there shall be a cure period of 5 calendar days. In case, if the issues are not resolved, the Performance Bank Guarantee would be invoked anytime thereafter as per the discretion of ReBIT.

4.8 Payment Terms

- a. Selected Bidder should raise single invoice for entire project which should contain total solution costing
- b. Eighty percentage (80%) of the Total cost of Bill of material will be released on delivery, successful installation and operation of the total solution in ReBIT. This would also include signing the User

- Acceptance Test (UAT) document and Service Level Agreement (SLA)/Purchase Agreement by ReBIT.
- c. Twenty percentage (20%) of the Total cost of Bill of material will be released one month on completion, post earlier phase.
 - d. Even though ReBIT is requesting for 3 years TCO in commercial sheet, PO would be raised for licenses only on yearly basis.
 - e. Payment towards Annual Maintenance will be made on annual basis. The invoice should be submitted at the end of each quarter along with satisfaction report from the concerned users/office for each location.

4.9 Taxes and Duties

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, GST Tax, service taxes etc. if any, shall be reimbursed to supplier by ReBIT at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to ReBIT.

4.10 Penalties and Liquidated Damages

The liquidated damages is an estimate of the loss or damage that ReBIT may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract), of the solution by the Bidder and the Bidder shall be liable to pay ReBIT a fixed amount for each day of delay / nonperformance of the obligations by way of liquidated damages, details of which will be specified in the contract. Without any prejudice to ReBIT's other rights under the law, ReBIT shall recover the liquidated damages, if any, accruing to ReBIT, as above, from any amount payable to the Bidder either as per the contract, executed between the parties or under any other agreement/contract, ReBIT may have executed / shall be executing with the Bidder.

Liquidated Damages is not applicable for reasons attributable to ReBIT and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to ReBIT and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and ReBIT's official that the delay is attributed to ReBIT and Force Majeure along with the bills requesting payment.

In the event of delay in stage wise execution of work, specified in this Contract / furnishing deliverables due to negligence or in-efficiency attributable to the selected bidder, the selected bidder shall be liable to a penalty up to a maximum of 10% (ten percent) of the contract value.

4.11 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.

4.12 Arbitration

In the event of any dispute or differences between the parties relating to the "Contract or LOI (Letter of Invitation) whichever is issued later" the same shall be referred to 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.

4.13 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 (Consultant) and purchaser (ReBIT) shall be, regardless of the form of claim, restricted to the total of bill of material received by Consultant/vendor from ReBIT for the event that gave rise to such liability, as of the date such liability arose, during contract period.

The Bidder hereby undertakes to observe and perform at all times the applicable provisions of law and regulations in force for the time being and from time to time required to be observed and performed by the Bidder for the proper observance and performance by it of its duties and obligations under and in accordance with this proposal.

Notwithstanding anything to the contrary elsewhere contained in this proposal, 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 use, 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 aggregate liability of the Bidder shall be, regardless of the form of claim, the actual consideration received by Bidder for the contract to which the claim relates.

The limitation in the above clause shall not extend to any legal injuries suffered by Client due to the Bidders,

- Fraud, wilful misconduct or gross negligence;
- Breach of intellectual property with respect to third party claims; and

4.14 Other Terms and Conditions

1. All the proposals / declarations / assertions made by Bidder should be on their letter head.
2. The successful Bidder and ReBIT will have to bear their respective legal charges at the time of signing Agreement(s).
3. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).
4. ReBIT reserves the right to accept or reject any bid or scrap the RFP/Tender without assigning any reason thereof and ReBIT' s decision in this regard will be treated as final.
5. Ownership of this RFP: The content of this RFP is a copyright material of ReBIT. No part or material of this RFP document should be published in paper or electronic media without prior written permission from ReBIT.
6. Neither the contract nor any rights granted under the contract may be assigned or otherwise transferred, in whole or in part, by the Bidder without advance written consent of ReBIT and any such assignment or transfer otherwise made by the Bidder shall be void and of no effect.
7. Bidder is not authorized to assign the RFP to any other entity without ReBIT's prior written approval. Sub-Contractor, if any, must be clearly identified in technical proposal bid grid.
8. Bidder is not authorized to float the RFP for appointment of General Contractor for execution of work or to any other entity without ReBIT's prior written approval.
9. Bidder is not authorized to participate in any manner directly/indirectly in the RFP of Appointment of General Contractor for execution of work.

4.15 Confidentiality

1. The Bidder shall treat all documents, information, data and communication of and with ReBIT as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, if applicable.
2. The Bidder shall not, without ReBIT' s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or

information or data or drawings / designs furnished by or on behalf of ReBIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement (if applicable)

3. The Bidder shall not, without ReBIT' s prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract
4. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of ReBIT and shall be returned (in all copies) to ReBIT on completion of the Bidder's performance under and in accordance with the Contract, if so required by ReBIT.

4.16 Ownership of Documents and Data

1. ReBIT shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
2. 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
3. The Bidder shall not, without the prior written consent of ReBIT, store, copy, distribute or retain any such documents.

4.17 Contact

Recipients are required to direct all communications related to this RFP, through the below nominated point of contact only:

Email: procurement@rebit.org.in

5 Scoring Matrix for Technical Evaluation

Evaluation category	Evaluation criteria		Criteria weightage
Consolidated score			100
Implementation	Project Timelines	1 week= 6, 1-2 weeks= 4, more than 2 weeks=1	6
	Project Approach / Plan / Deliverables	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 5= Outstanding	5
Operations	Operations Support model / Deliverables	1= Poor, 3= Ave, 5 = Good, 8= Excellent, 10= Outstanding	10

Training	Training Approach / Plan / Deliverables	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 5= Outstanding	5
OEM	Solution maturity	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 5= Outstanding	5
	Credentials (Global / India-specific / BFSI segment)	More than 10 Years' experience- 5 Experience between 10-5 Years Exp. =3 Less Than 5 Years=1	5
SI	Years of experience	More than 10 Years' experience- 5 Experience between 10-5 Years Exp. =3 Less Than 5 Years=1	5
	Assurance provided on staffing	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 5= Outstanding	5
	Staff - Qualifications	1= Poor, 2= Ave, 3 = Good, 4= Excellent, 6= Outstanding	6
Proposal	Quality of proposal response	0= Poor, 1 = Good, 2= Excellent	2
	Quality of proposal presentation	0= Poor, 1 = Good, 2= Excellent	2
	Vendor experience	More than 10 Years' experience- 2 Experience between 10-5 Years Exp. =1 Less Than 5 Years=0	2
Customer reference	Customer reference Feedback from existing customer	1= Poor, 2= Ave ,3 = Good, 4= Excellent	4
Solution	Solution fitment to specifications	Will be calculate on the basis of technical parameter scoring from the technical bid	30
	Additional features of relevance provided by the product	8 or more additional features=8, 4-7 additional features=5, less than 4 features = 2	8

“Solution fitment to specifications” from the scoring matrix above will be calculated on the basis of score obtain from the technical bid submitted by bidder. Technical_Specification_NW_Devices template is comprises of “Must Have” and “Good To Have” requirements. “Must Have” requirement will carry weightage of 5 and “Good To Have” requirement will carry weightage of 2.

ANNEXURE A: PERFORMANCE BANK GUARANTEE

Strictly Private and Confidential

Chief Executive Officer,

Reserve Bank Information Technology Pvt Ltd (ReBIT),

18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center,

Sector 30A, Vashi, Navi Mumbai - 400703

Dear Sir,

PERFORMANCE BANK GUARANTEE – RFP- ReBIT Network Infrastructure

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) as detailed in the scope given in the RFP document, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price (TCO) of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

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

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

- 1 In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.
- 2 Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you

are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

- 3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said Agreement.
- 4 We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said Agreement.
- 5 We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.
- 6 In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- 7 We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- 9 If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (ReBIT).

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

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

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

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

Notwithstanding anything contained herein:

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

Dated this day 2018.

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.