



Request for Quotation - Professional Services for SharePoint Developer

05/12/2018

RESERVE BANK INFORMATION TECHNOLOGY PRIVATE
LIMITED

MUMBAI – 400 705

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

Table of Contents

1. About ReBIT	3
2. Disclaimer & Disclosures	4
3. RFQ requirements.....	5
3.1. Details of the Staff Augmentation Requirements	5
4. RFQ Timelines	5
5. Earnest Money Deposit (EMD).....	6
6. Inquiries and questions	6
7. Submittal Instructions	7
8. Vendor Evaluation Process and Criteria	7
9. Terms and Conditions for Request for Quotation	8
9.1. Ownership of documents and Data.....	8
9.2. Submission Requirements	8
9.3. Terms of Payment.....	10
9.4. Taxes and Duties	10
9.5. Other Terms and Conditions	10
9.6. Termination.....	11
9.7. Non-Disclosure Agreement	12
10. Annexures	12
10.1. Annexure A -ReBIT’s NDA Template.....	12
10.2. Annexure B –Bank Performance Guarantee	20
10.3. Annexure C –Commercial Bid Format	23

1. About ReBIT

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 inter-operability and cross-institutional cooperation, ReBIT will effectively participate in setting up of standards to strengthen Reserve Bank's role as regulator.

2. Disclaimer & Disclosures

Reserve Bank Information Technology Private Limited (ReBIT), Mumbai, has prepared this document to give background information of **Professional Service for SharePoint Developer RFQ** at ReBIT and RBI. 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 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 Vendors having the right to object to such reissue.

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

This RFQ is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFQ 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 RFQ 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 RFQ, are to their account and ReBIT will not be liable in this respect whatsoever.

Please note that the information provided in the RFQ is strictly confidential and by accepting this RFQ, the interested parties 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 for ReBIT.

3. RFQ requirements

The purpose behind issuing this RFQ is to invite quotations from the eligible bidders who will provide skilled staff resources having experience in Microsoft SharePoint platform for the following for role - **SharePoint Developer**.

This SharePoint Developer will be responsible for developing Solution (Application, Data, Infrastructure, & Security), Design (Low level and High Level) and Build (Code and Unit Test) for **multiple projects (details to be provided during pre-bid meeting) for a duration of 3 months**. An extension may be provided subject to satisfactory performance.

This team will also be involved in developing reusable assets in SharePoint, as and when required. The process consists of selecting the bidder that is meeting all the requirements specified in this RFQ document post Commercial evaluation process.

3.1. Details of the Professional Service for SharePoint Developer Requirements

The scope involves on boarding resources with following skillsets:

- **SharePoint Developer (2 Associates)**: The candidate should have minimum **5 to 8 years' experience** in SharePoint 2013, 2016. He/she shall work with the Architect to develop custom applications using Microsoft tools for SharePoint. He has experience in creating APIs to integrate SharePoint data with other applications, including working knowledge of .Net framework, REST API, JavaScript, & bootstrap.

In addition to the skillsets mentioned above, the SharePoint SMEs are expected to exhibit following

- Thought leadership
- Building reusable assets
- SharePoint Design review
- SharePoint performance review
- Study of publishing SharePoint sites on internet & on the intranet

4. RFQ Timelines

The key timelines for this RFQ are as below.

Milestone	Target End Date
RFQ release date	5 Dec 2018
Vendors submit RFQ Questions to ReBIT (as needed)	10 Dec 2018 before 12 AM
Registration for Prebid Meeting (Mail to procurement@rebit.org.in)	10 Dec 2018 before 5 PM
ReBIT response to Vendor Queries	11 Dec 2018 5:00 PM – 5:30 PM
Sharing the Resource Profiles to ReBIT Team (Send to “ procurement@rebit.org.in ”)	17 Dec 2018 before 3:00 PM
Commercial Bid Submission	17 Dec 2018 before 3:00 PM
Commercial bid opening	17 Dec 2018 4:00 – 5:00 PM
Award Contract	18 Dec 2018
Technical Interview/Discussion with Proposed Team members	18 Dec 2018 to 26 Dec 2018
Resource Deployment	30 Dec 2018

5. Earnest Money Deposit (EMD)

The Bidder has to submit Earnest Money Deposit (EMD) of Rs. Fifty thousand (50,000) only. EMD will be returned to the unsuccessful bidder within 30 days of the award of the contract. The successful bidder will receive the EMD once they submit the Performance Guarantee which is 10% of the contract value, in the format as mentioned in the Annexure.

6. Inquiries and questions

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

During Pre-Bid Meeting, ReBIT will explain requirements of multiple SharePoint projects in details to the interested bidders.

7. Submittal Instructions

Commercial bid, must be submitted in a sealed envelope, clearly marked as “RFQ - Professional Services for SharePoint Developer – Commercial Proposal”.

- EMD and Commercial Bid should be submitted in separate sealed envelopes.
- Postal address for receiving commercial bid:
**Reserve Bank Information Technology Pvt Ltd (ReBIT),
18th floor, Cyber One, Opp. to CIDCO Exhibition Centre, Sector 30A,
Vashi, Navi Mumbai – 400703**
- The resource profiles to be submitted to ReBIT Procurement team by sending an email to “procurement@rebit.org.in”
- Commercial Bid should be submitted on or before the deadline given in Table: RFQ Timelines.
- Any responses received after due date and time are liable to be rejected.
- ReBIT will not compensate the bidder for any expense incurred during the entire RFQ process.
- The Commercial bid submission must be in section as per the below format.
- Sole responsibility rests with the Offer or to see that their RFQ response is received on time. Any responses received after due date and time are liable to be rejected.

The submission should follow the below format shared in Annexure C: Commercial Bid Format.

8. Vendor Evaluation Process and Criteria

1. The bidders needs to submit **at least 2 profiles per position**. This needs to be submitted on or before the commercial bid submission date. The Bidder needs to submit their resource profile to ReBIT Procurement ID (procurement@rebit.org.in) with in the due date mentioned in the Section 4
2. The bidder with the lowest commercial bid score (L1 Bidder) will be selected as the successful bidder and ReBIT will notify the Successful Bidder. In case of tie in commercial bid, preference will be given to Bidder who has the experience of working with ReBIT
3. Commercial bid valuation shall be considered as below in case of any kind of discrepancy in total cost calculation:

- 3.1.If there is a discrepancy between words and figures, the amount in words shall prevail
- 3.2.If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail for calculating total cost
- 3.3.If there is discrepancy between unit price and total price, the unit price shall prevail
- 3.4.If there is a discrepancy in the total, the correct arithmetic total shall be arrived at by ReBIT 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.
4. ReBIT will conduct interviews of the resources from the L1 vendor. If resources don't qualify in the interview (or) vendor is not able to deploy the resources within the dedicated timeline i.e. 10 days of commercial Bid, ReBIT shall award/fill the positions with next highest ranked bidder.

9. Terms and Conditions for Request for Quotation

9.1.Ownership of documents and Data

- ReBIT shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- 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.

9.2.Submission Requirements

- Each proposer shall furnish all the information required in the RFQ.
- 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 Proposer shall

not rely upon such interpretations, corrections and changes. ReBIT will not be responsible for oral clarification.

- ReBIT may, in its absolute discretion, seek additional information or material from any of the Bidders after the RFQ closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address to ensure that replies to RFQ could be conveyed promptly.
- 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.
- ReBIT may be in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFQ closes to improve or clarify any response.
- 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.
- Contract / license agreement: Submit a copy of any contract / license agreement you will require to be executed at time of award.
- Non-disclosure Agreements: Submit a copy of any non-disclosure contracts you would require to be executed as part of the evaluation process.
- Bidders are not permitted to submit more than one bid.
- 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.
- 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.
- The bid shall be in English Language.
- All prices shall be expressed in Indian Rupees only.
- 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.
- 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.

- 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.

9.3. Terms of Payment

- The Bidder can invoice monthly post successful completion of the deliverables, as defined at the start of the project.
- Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT)
- After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received.

9.4. Taxes and Duties

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, service taxes etc. Octroi, 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.

9.5. Other Terms and Conditions

- The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the RFQ, will be most advantageous to the ReBIT, price and other factors considered.
- 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.
- 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.
- Reports on progress of the project should be submitted by the appointed personnel of the Bidder once a week to ReBIT till the completion of the project.

- 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.
- 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.
- 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.
- 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 favourable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to ReBIT.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with ReBIT. Considering the immediacy of the requirement, if the selected vendor fails to sign and return the contract within seven (7) business days of delivery of the final contract, ReBIT may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- No cost chargeable to the proposed contract may be incurred before the vendor has received a fully executed contract.
- 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.

9.6. Termination

Notwithstanding anything to the contrary contained herein, either party can terminate this Agreement at any time by giving Notice to the other Party of Thirty (30) calendar days without assigning any reason therefore.

Notwithstanding anything to the contrary contained herein, in the event of either party breaching any of the terms or provisions of this Agreement and the breach is not rectified by it to other party's satisfaction within a cure period of Thirty (30) calendar days from the date of receipt of the Notice of the breach from other party,

the other party shall be entitled to terminate this Agreement forthwith by issuing a Notice to the vendor.

In the event of termination hereunder, ReBIT shall pay Vendor: (1) all undisputed fees as specified and expenses up to the effective date of the termination, including work in progress, plus fees for the applicable notice period irrespective of whether ReBIT requires vendor's services during such period; and (2) any termination charges agreed by the Parties. If this Agreement is terminated before all SOWs/Purchase Orders (POs) executed hereunder are terminated or completed, the terms of this Agreement shall remain in full force until the termination or completion of such SOW/PO.

9.7. Non-Disclosure Agreement

The selected vendor will have to sign a NDA (As per Annexure A) agreement with ReBIT in the prescribed format on a Stamp paper.

10. Annexures

10.1. Annexure A -ReBIT's NDA Template

NON - DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("**Agreement**") is made at Vashi, Navi Mumbai on this the 10th day of August, 2018 (the "**Effective Date**")

BY AND BETWEEN:

(1) Reserve Bank Information Technology Private Limited, a company incorporated under the Companies Act, 2013, having its corporate office at 18th floor, Cyber One Building, Sector 30, Vashi, Navi Mumbai 400073 (hereinafter referred to as "**ReBIT**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

AND

(2)

(hereinafter referred to as “**Counterparty**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

(ReBIT and the Counterparty shall hereinafter be referred to, individually, as the “**Party**” and collectively, as the “**Parties**”)

Background:

i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning “Professional Services for Microsoft SharePoint Developer” (the “**Project**”).

ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential or proprietary in nature.

iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential/proprietary information shall be made and on the terms and conditions of this Agreement.

Now it is agreed hereby as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 ‘Disclosing Party’ means the Party disclosing Confidential Information to the other Party under this Agreement.

1.2 ‘Receiving Party’ means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 ‘Confidential Information’ means any information, which shall include but not be limited to, design, fabrication, assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities or business or financial affairs of the Parties, their parent companies or their customers, product samples, inventions, concepts, any other technical and/or commercial information and any information which by its very nature is deemed to be confidential and/or proprietary, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 Information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

1.3.1.2 Information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 Information disclosed in any other manner designated in writing as confidential information at the time of disclosure; or

1.3.1.4 Notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.2 becomes at a later date, publicly available otherwise than by a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records that such information was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, that such information has been developed independently by the Receiving Party and without access/reference to the Confidential Information.

1.4 'Purpose' means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.

1.5 'Affiliate' means any legal entity which, at the time of disclosure to/by it, of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

1.6 'Contemplated Agreement' means any future legally binding definitive agreement between the Parties in respect of the Project envisaged under this Agreement.

2.0 Non-Disclosure of Confidential Information:

2.1 In consideration of the disclosure of Confidential Information by the Disclosing

Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes by itself and for its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.

2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:

2.2.1 Any loss, theft or other inadvertent disclosure of Confidential Information, and

2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:

2.3.1 Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.3.2 A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information only for the Purpose.

On completion of the Project, the Receiving party will delete all the data and information with written confirmation to the Disclosing Party.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees strictly on a need-to-know basis, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement.

The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information to its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement; or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent reasonably possible and legally permissible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, conclusion or expiry (as applicable), of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement

shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination/expiry of this Agreement.

7.0 Term and Termination:

7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retrospectively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of one (1) year from the date of disclosure of Confidential Information.

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further agreements.

10.0 Amendments:

Any amendment to this Agreement shall be agreed to in writing by both the Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Arbitration:

In case of any disagreement, dispute, differences or claims whatsoever between the Parties, the dispute shall be resolved in the manner as outlined hereunder:

12.1 The Parties shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute whatsoever arising between them including any question regarding the Agreement's existence, validity, termination or in regard to the interpretation of the context thereof. If, after thirty days from the date the dispute first arose, the Parties are unable to resolve amicably a dispute, such

differences and disputes shall be referred to and finally resolved by binding arbitration in accordance with the laws relating to arbitration in India.

12.2 Each of the Parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator. The seat of arbitration shall be Mumbai.

12.3 The language to be used in the arbitral proceedings shall be English.

13.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and subject to clause 12 above, for any dispute arising out of or relating to this Agreement, the Parties submit to the exclusive jurisdiction of the courts situated at Mumbai India.

14.0 General:

14.1 Upon 15 days' prior written notice, ReBIT may audit the use of the Confidential Information by the Counterparty. The Counterparty agrees to co-operate with ReBIT and to provide reasonable assistance and access to information.

14.2 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party. The Counterparty shall not use the intellectual property rights of ReBIT or its' parent company including without limitation to trademarks, Logo, copyright, name, trade name etc. in its promotional or marketing materials or otherwise.

14.3. ReBIT shall not have any liability to the counterparty for any claims made by third parties arising out of the use of information received under this agreement and the counterparty shall indemnify ReBIT for any loss, liability, damages, cost or expense (including attorney's fees) arising out of the use of information received under this agreement.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of

For and on behalf of

ReBIT

Counterparty

Sign : _____

Sign : _____

Name : Joseph Joshy

Name: _____ :

Title : SVP, PM Vertical

Title :

10.2. Annexure B –Bank Performance Guarantee

To,
Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd (ReBIT),
18th floor, Cyber One,
Opp. to CIDCO Exhibition Centre, Sector 30A,
Vashi, Navi Mumbai - 400703

Dear Sir,

Subject: Bank Guarantee for– SharePoint Project, Navi Mumbai.

M/s. _____ (name of Bidder), a company registered under the Companies Act, 1956 / a partnership firm registered under the Partnership Act 1932, 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 Contract/ Agreement dated (hereinafter referred to as “the said Agreement”) with you (Reserve Bank of India) for the services, as detailed in the scope of work for the SI for the project in the RFQ document, for the RMD Project of the Reserve Bank of India, as detailed in the said Agreement.

It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of _____ as Earnest Money Deposit.

M/s_____, (hereinafter called as Bidder), who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of _____ NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the Reserve Bank Information Technology Pvt.Ltd(ReBIT), their Successors, in the event of the ReBIT coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the REBIT, pay without demur to the REBIT, a sum of _____ or any lower amount that may be demanded by REBIT. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions,

provided, however, that our liability against such sum shall not exceed the sum of

We also agree to undertake and confirm that the sum not exceeding _____ as aforesaid shall be paid by us without any demur or protest, merely on demand from the REBIT on receipt of a notice in writing stating the amount is due to them, and we shall not ask for any further proof or evidence, and the notice from the REBIT shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the REBIT within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the REBIT under this guarantee shall be independent of the agreement or agreements or other understandings between the REBIT and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the REBIT.

We hereby further agree that -

Any forbearance or commission on the part of the REBIT in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the REBIT to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding

Our liability under these shall not exceed the sum of

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in force up to 1 year from the last date of submission bid i.e. ---
----- provided that if so desired by the REBIT, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this will terminate on completion of one year unless this BG is renewed or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the REBIT alone is the conclusive proof, whichever date is later. Unless a claim

or suit or action is filed against us within six months from that date or any extended period, all the rights of the REBIT against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Authorised official.

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

10.3. Annexure C –Commercial Bid Format

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

(On letterhead of the Bidder)

Sr No	Details	Amount in INR	Applicable Taxes
1	Project Cost Includes all cost related to:		
	1. Role wise Staff Costs a. SharePoint Developers x2		
2	Taxes		
3	Grand Total (Total Cost + Taxes)		

Total Cost for the Project in Figures & Words (inclusive of Taxes)

The fees payable by ReBIT to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as “Taxes”) that may be levied, imposed, charged or incurred and ReBIT shall pay the fees due under this 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.

Authorised Signature