



Request for Quotation -

Professional Services for Microsoft Technologies

15 January 2020

RESERVE BANK INFORMATION TECHNOLOGY PRIVATE LIMITED

MUMBAI - 400 705

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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 RFQ - **Professional Services for Microsoft Technologies** at ReBIT. 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 quotation in response to RFQ should be submitted by a person duly authorized to bind the bidder to the details submitted in the quotation. The submitter should give a declaration that he/she is empowered by the competent authority to sign the necessary documents and bind the bidding.

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 for **Microsoft .Net Technologies (2 Associates) within 10 days of award of contract.**

Associates from the above mentioned category will work on **multiple projects (details to be provided during pre-bid meeting) for the duration of 6 months.** An extension may be provided subject to satisfactory performance and project requirement.

This engagement is a fixed price engagement.

The process consists of selecting the bidder that is meeting all the requirements specified in this RFQ document post evaluation process.

3.1. Details of the Professional Services for Microsoft Technologies

The scope involves on boarding of resources (within 10 days of award of contract) for the below mentioned category with following skillsets:

Microsoft .Net Technology Analyst (2 Associates)

Microsoft .Net Technology Analyst should have the skill set as stated below-

- Candidate to have minimum of 3 years of relevant experience
- Proficient in C# and ASP.Net
- Sound knowledge of the .NET framework 4.6 and above
- Strong understanding of object-oriented programming
- Familiar with various design and architectural patterns
- Sound knowledge of CSS, JavaScript, jQuery, HTML JSON etc.
- Candidate should have sound knowledge of MS SQL Database
- Candidate with SharePoint development experience is good to have

4. RFQ Timelines

The key timelines for this RFQ are as below.

Milestone	Target End Date
RFQ release date	15 January 2020
Vendors RFQ Questions / Prebid meeting	17 January 2020 11:00AM IST
ReBIT response to vendor queries	17 January 2020 8:00PM IST
Profile/Resume Submission	24 January 2020 6:00PM IST
Commercial bid submission	24 January 2020 6:00PM IST
EMD (If Applicable) submission for the RFQ	24 January 2020 6:00PM IST
Screening of profiles/resumes submitted by bidders	25 January 2020 9:00AM to 5:00PM IST
Commercial bid opening	25 January 2020 6:00PM IST
Award of Contract	Will be communicated

5. Earnest Money Deposit (EMD)

1. The Bidder has to submit Earnest Money Deposit (EMD) of as demand draft or bank guarantee of Rs. Thirty thousand rupees (Rs.30,000) to participate in RFQ bidding process. EMD will be returned to the unsuccessful bidder within 30 days of the award of the contract. The Bidders qualified as MSMEs are exempted from EMD submission provided that they produce a copy of the valid MSME registration certificate. The successful bidder will receive the EMD once they submit the Performance Bank Guarantee which is 10% of the contract value including the GST Amount, in the format as mentioned in the Annexure B.

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 published on website as per above timelines.

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

7. Submittal Instructions

- **Commercial Bid:** The bidder must submit commercial bid in a separate sealed envelope in the format as specified in Annexure – C “Commercial Bid Format” of this RFQ, clearly marked as –
 - “RFQ – Professional Services for Microsoft Technologies – Commercial Proposal”
- The bidder also needs to submit the **profiles/resumes of at least 2 candidates and maximum 6 candidates** in a separate sealed envelope preferably on company’s letterhead or by putting company’s seal on the resumes.
- **EMD** (if applicable) for the RFQ as mentioned in Section 5 needs to be submitted in a separate sealed envelope duly marked as “EMD – Bid Security”. The outer cover should carry the address of the ReBIT office, bidder office address and the RFQ details on the envelope.
- Commercial Bid, Candidate profiles/resumes and EMD should be submitted as per the timelines stated in Section 4 “RFQ Timelines”.
Postal address for submitting Commercial bid, Candidate profiles/resumes and EMD is as follows:

**Reserve Bank Information Technology Pvt Ltd (ReBIT),
K Raheja Mindspace, Juinagar, MIDC Industrial Area, Navi Mumbai,
Maharashtra 400706**

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

8. Profile/Resume Screening Process

1. The bidder needs to submit at least 2 and maximum up to 6 profiles/resumes for the screening stage of this RFQ on the date mentioned in the Section 4 RFQ Timelines.
2. Profile/Resume screening will be conducted only for the number of profiles/resumes submitted along with the Commercial bid submission.
3. The bidder proposal will only be considered for Commercial evaluation if at least one candidate clear the screening process.
4. Screening of the profiles/resumes submitted by the bidder will comprise of any of the following modes of evaluation
 - Face to face discussion at ReBIT premises
 - Written Test
 - Telephonic Interview
5. ReBIT will inform the bidders, who qualify the cut-off score during the profile/resume screening process. ReBIT will not send any communication to the disqualified bidders.
6. The bidders meeting minimum cut-off i.e. as defined in each of the scoring parameters as well as overall cut-off score during the Profile/Resume screening process will be eligible for the commercial bid opening. Commercial bid evaluation of the qualifying bidders will be done as mentioned in Section 9 Commercial Bid Evaluation.
7. The Bidder should be able to deploy the resource within 10 days of award of contract.
8. The profile/resume screening process will be done as per the parameters given in table below.

The bidder should note that it is mandatory to score a minimum cut-off i.e. as defined in each of the scoring parameters as well as the over-all cut-off of 60 marks out of the total 100 marks allocated for the profile/resume screening for at least one candidate out of the maximum 6 profiles submitted.

Interview Scoring Parameters	Weightage	Total Marks out of 100	Cut-Off Marks
Knowledge of .Net Framework 4.6 and above, with CSharp (C#) and ASP.Net	40%	40	24
Sound knowledge of MS SQL Database	20%	30	18
Knowledge of CSS, HTML, JavaScript, JQuery, bootstrap	20%	20	12
Strong understanding of object-oriented programming and should be familiar with various design and architectural patterns	20%	10	6
Total	100%	100	60

9. Commercial Bid Evaluation

1. The Bidder qualifying the criteria mentioned in the section 8 (Profile/Resume Screening Process) with the lowest Commercial Bid after scrutiny would be termed as successful bidder.
2. The lowest commercial bid will be termed as C_{Low} and the successful bidder will be termed as L1.
3. The other bidders will be termed as L2, L3 and so on on basis of ascending order of their commercial bid price.
4. In case of a tie during commercial evaluation, then bidder with higher score in the profile/resume screening will be given preference.
5. If there are multiple bidders submitting the same profile (resource), the evaluation score will be the same across all bidders. The L1 price will be the determining factor in this case. However, in case of a tie during commercial evaluation on the price and also on the technical score then the bidder whose bid submission timestamp is the earliest will be given preference.
6. ReBIT will notify the name of the successful Bidder.
7. Commercial bid evaluation shall be considered as below in case of any kind of discrepancy in total cost calculation:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - b. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail for calculating Total cost
 - c. If there is discrepancy between unit price and total price, the unit price shall prevail.
 - d. If there is a discrepancy in the total, the correct arithmetic total shall be arrived at by ReBIT Compensation.
8. If the selected bidder is not able to deploy the two resources as required for this RFQ within 10 days duration post award of contract or pursue this opportunity, the EMD will be forfeited of the respective bidder and ReBIT may go with the L2 bidder who agrees to provide the two resources at the L2 price committed on the commercial bid submission. If L2 declines to provide two resources then ReBIT may go with L3 bidder with L3 commercial bid price, L4, L5, L6 and so on as per their respective commercial bid price for the two resources.
 9. In case none of the selected bidders are able to fulfil the two roles as required for this RFQ, then ReBIT may go for partial fulfilment starting with the C_{Low} Price from the L1 Bidder.
 10. If the selected bidder (L1) is not able to deploy the one resource (partial fulfilment) as required for this RFQ within 10 days duration post award of contract or pursue this opportunity, the EMD will be forfeited of the respective bidder and ReBIT may go with the L2 bidder who agrees to provide one resource (partial fulfilment) at the L2 price committed on the commercial bid submission.
 11. If L2 who is now the selected bidder, is not able to deploy the one resource (partial fulfilment) as required for this RFQ within 10 days duration post award of contract or pursue this opportunity, the EMD will be forfeited of the respective bidder and then ReBIT may go with L3 bidder with L3 commercial bid price, L4, L5, L6 and so on as per their respective commercial bid price for the partial fulfilment.

10. Terms and Conditions for Request for Proposal

a. 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.

b. Submission Requirements

- Each bidder 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 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.
- 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 bids 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.
- The documents submitted in response to the RFQ should be self-attested.

c. Terms of Payment

- The bidder can submit the invoice for each resource on monthly basis.
- Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).
- After ReBIT has received a valid invoice, ReBIT shall remit payment within thirty (30) days from the date the invoice was received and accepted.

d. Taxes and Duties

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

e. 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.
- 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 copyright 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 bidders can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the ReBIT.
- The successful bidder will be expected to enter into a contract with ReBIT. Considering the immediacy of the requirement, if the selected bidder 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 bidder at their bid price.
- 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.
- Per month cost of a resource, quoted by the bidder shall remain firm and fixed and valid until completion of the contract and will not be subjected to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the vendor on submission

of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.

- Bidder needs to adhere consistently to all provisions of RFQ requirements. In case of non-compliance or continuous failure in implementation of any of the 'RFQ provisions, ReBIT may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with the ReBIT.

f. On boarding

The successful bidder needs to submit the employee ID proof, Identity proof (Aadhaar/PAN/Passport) and photo of the selected resource at the time of resource on-boarding at the ReBIT. The bidder also, needs to submit background check report (BGC) of the selected resource within 30 days of joining. In case of any gaps or issues found in the BGC report of the selected resource, ReBIT reserves the right to off board the resource with immediate effect. Selected bidder needs to ensure the BGC report should have following checks -

- Residential Address Check
- Academic Record Check
- Prior employment Check (Last 5 years of employment subject to maximum of 2 employments)
- Criminal Record Check (Pan India)

g. Replacement

After the resource deployment, ReBIT can ask the successful bidder for the resource replacement, if the deployed resource doesn't comply with the ReBIT's code of conduct policy or has performance issues. The bidder needs to ensure that replacement of the resource happens within 10 business days. Any replaced resource has to score minimum cut-off defined as mentioned in section 8 Profile/Resume screening Process. The successful bidder also, needs to ensure the smooth knowledge transition by on boarding of the replacement, at least 10 business days before the off boarding of the replaced resource. In case of any deviation in process a suitable approval will be vital from the ReBIT approval authority.

h. Vicarious Liability

The Bidder shall be the principal employer of all the employees, agents, contractors, subcontractors etc. engaged by the Bidder and shall be vicariously

liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by the Bidder alone and the ReBIT shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The Bidder shall agree to hold the ReBIT, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the ReBIT through the action of Bidder's employees, agents, contractors, subcontractors etc.

i. Ownership

The ownership of the source codes, PowerBI reports and designs etc., and all related Intellectual Property Right (IPR) developed for multiple projects will lie with the ReBIT only. All Bidders will need to adhere to this.

j. Disclaimer

ReBIT and/or its employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ReBIT and/or any of its employees.

k. Termination

Notwithstanding anything to the contrary contained herein, either party can terminate the contract 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 the contract 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 the 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 contract 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.

I. Changes to Services

ReBIT may request a change order ("Change Order") in the event of anticipated increase/decrease in the number of resources, or for revising the duration of the services. ReBIT will notify vendor about any changes in the services, one (1) month in advance. Vendor needs to prepare a Change Order (as per Annexure D) reflecting the proposed changes in the respective category. Per month cost of any additional/reduced resource will be the per month cost of the resource provided by the successful bidder during the commercial bid of the respective category. The selection of any additional resource will be through the ReBIT's technical interview process. For the selection, the resource has to score minimum cut-off defined for the category.

m. 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.

11. Annexures

a. Annexure A - ReBIT's NDA Template

NON - DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("**Agreement**") is made at Juinagar, Navi Mumbai on this the [day] day of [month], 2020 (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 K Raheja Mindspace Juinagar, MIDC Industrial Area, Navi Mumbai, Maharashtra 400706 (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 .Net Technology Analyst" (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:

b. Annexure B – Performance Bank Guarantee

To,
Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd (ReBIT),
K Raheja Mindspace,
Juinagar, MIDC, Industrial Area,
Navi Mumbai, Maharashtra 400706 Dear Sir,
**Subject: Bank Guarantee for– Professional Services for Microsoft Technologies,
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 a Contract/ Agreement dated (Hereinafter referred to as “the said Agreement”) with you (Reserve Bank Information Technology Ltd. (ReBIT)) for the services, as detailed in the requirements section in the RFQ document 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 RFQ 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 two years 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).

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

(On letterhead of the Bidder)

Sr No	Details (Microsoft .Net Technology Analyst)	Amount in INR
1	Project Cost Includes all cost related to:	
	Microsoft .Net Technology Analyst (per month cost of 1 resource)	
2	Total Cost (2 x resource per month cost x 6 months)	
3	Taxes	
4	Grand Total (Total Cost + Taxes)	

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

Note:

1. One resource/person month would be deemed as 22 (twenty-two) working days with a nine (9) hours work day. The selected bidder needs to adhere to the aforementioned ReBIT working days/hours.
2. In case of any shortfall in working days/hrs. proportionate amount (1 day cost = per month cost / 30) will be deducted.

Authorized Signatory

d. Annexure D – Change Request Form

Project Name		Date	
Project Number/SOW /Contract Number		Requestor	
Project Manager		Project Owner	

Describe the Requested Change

Describe the Reason for the Request

Revision in Duration of Services			
Category Name	Resources Names	Previous Contract Duration	Revised Contract Duration
1.			
2.			
3.			

Request for Additional/ Reduction of Resources		
Category Name	No. of Resources	Contract Duration
1.		

Decision	
<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected
<input type="checkbox"/> Approved with comments	<input type="checkbox"/> Deferred
Remarks	

For ReBIT

For <Vendor>

(Authorised Signatory)

(Authorised Signatory)

e. Annexure E – Contract Agreement

CONTRACT AGREEMENT

This CONTRACT AGREEMENT (“Agreement”) is made at Juinagar, Navi Mumbai on this the <day> day of <month>, YYYY (the “Effective Date”) for the execution of **RFQ Name** and agreed to abide by the following clauses of the contract

BY AND BETWEEN:

Reserve Bank Information Technology Private Limited, a company registered under the Companies Act, 2013 having its registered office 502, Building No.1, Mindspace Juinagar, Nerul, Navi Mumbai – 400 706 bearing PAN: AAICR0434Q and CIN: U72900MH2016PTC283203 of the One Part;

AND

(The ‘Contractor’), a company registered under the Companies Act, 1956 having its registered office at <Registered Office Address> bearing PAN: PAN and CIN: CIN of the Other Part.

Contract Clauses are listed below

1. DEFINITIONS

In this Agreement, except where the context otherwise requires the following capitalised words and expressions shall have the meaning set forth herein below:

- i.(The ‘Contractor’), a company registered under the Companies Act, 1956 having its registered office at <Registered Office Address> bearing PAN: PAN and CIN: CIN which expression shall unless repugnant to the context or meaning thereof, include its successors.
- ii.“Effective Date” means <effective date>
- iii.“Force Majeure” shall mean the occurrence or happening of any of the following events:
 1. Act of God, including without limitation fire, floods, earthquake or lightning;
 2. War, hostilities, terrorist acts, riots, civil commotion or disturbances, change in law, orders or regulations of Government, Central or State, adversely affecting

or preventing due performance by a party of its duties obligations or responsibilities under and in accordance with this Agreement, embargoes, sabotage or explosions;

3. Strikes, lockouts or other concerted industrial action; or

4. Any other acts, occurrences, events or circumstances beyond the reasonable control of the Party affected.

iv. "Party" and "Parties" means either ReBIT or the Contractor and both of them collectively, respectively.

v. "Term" shall have the meaning assigned to it in Clause 11.

vi. "ReBIT" means Reserve Bank Information Technology Private Limited, a company registered under the Companies Act, 2013 having its registered office at 502, Building No.1, Mindspace Juinagar, Nerul, Navi Mumbai - 400 706 bearing PAN: AAICR0434Q which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns.

2. PROVISION OF SERVICES

The Contractor shall provide to ReBIT for its business, the Services in a regular and professional manner in a mutually agreed upon timeline in accordance with the terms and conditions listed below.

3. SERVICE FEE

ReBIT shall pay the Contractor the amount, as per the terms and conditions mutually agreed upon by the Parties per the RFP, for the services provided to ReBIT by the Contractor, subject to ReBIT's approval on a time to time basis.

The amount will be paid as below -

Parameters	Value
No. of resources	
Per month Cost for 1 resource	
Total cost (2 x resource per month x 6 months) (Excluding Taxes)	

*On successful on boarding of resources.

Total Cost for the Project in Words- <amount in words> (exclusive of taxes)

ReBIT will pay invoices within Thirty (30) calendar days from the date of receipt of valid invoice, except for those portions of any invoice that ReBIT disputes in good faith and in writing. Invoices shall be deemed to have been accepted if ReBIT does not furnish a written objection specifying the nature of the dispute within ten (10) business days from the date of receipt of the invoice. Bidder should be willing to accept payment in INR through Electronic Payment System (such as RTGS or NEFT) after deducting the amounts towards Tax Deducted at Source (TDS) and GST-TDS**, wherever applicable, as may be specified by Government in this behalf, at such rates prevalent at the time of making respective payments,

**ReBIT would be required to deduct GST - TDS as under:

Nature of Supply	Name of GST	Rate of TDS
Location of supplier and place of supply is in Maharashtra	CGST	1%
	SGST	1%
Location of the Supplier and place of supply are outside Maharashtra	IGST	2%

The fees chargeable by Contractor are stated exclusive of all taxes, duties and levies imposed by any government or other regulatory body. If ReBIT claims exemption from any taxes resulting from this Agreement, then ReBIT will promptly provide Contractor with the relevant documentation to avail of such exemption including required certificates, if any, from the relevant taxing authorities.

If Contractor fails to deposit the GST charged on invoice with GST Authorities within prescribed limit, then the same will be deducted while releasing final payment.

Note:

3. One resource/person month would be deemed as 22 (twenty-two) working days with a 9 (nine) hour work day. The selected contractor needs to adhere to the aforementioned ReBIT working days/hours.
4. In case of any shortfall in working days/hrs. proportionate amount (1-day cost = per month cost / 30) will be deducted.

4. CONFIDENTIALITY

Parties shall keep confidential all information of a confidential nature which it may now have in its possession or which it may come to have in the future and shall not use or divulge the same. Provided however that nothing herein contained shall restrict the communication of such confidential information on a need to know basis to the party's professional consultants or advisors, from whom appropriate non-disclosure undertakings would be obtained, prior to the dissemination of such information to them by it.

The provisions of this clause shall not apply to any information which:

- (a) is in the public domain otherwise than by breach of this Agreement;
- (b) is required to be disclosed under any applicable law or by an order of a court or by any government or regulatory authority;
- (c) is later acquired by the Contractor from a source not obligated to it to keep such information confidential;
- (d) was previously known or already in the Contractor's lawful possession, prior to its disclosure;

The parties shall make its best efforts to prevent the publication or disclosure of any confidential information to which it may be privy.

The terms of this clause shall continue in full force and effect for a period of one (1) year from the date of disclosure of such Confidential Information.

5. LIMITATION OF LIABILITY

1. Notwithstanding anything to the contrary elsewhere contained in this Agreement, 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.

2. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the Contractor shall be, regardless of the form of claim, the consideration received by contractor for the RFP Value – Service Fee section to which the claim relates.
3. The limitation in this clause, mentioned in 5.2, shall not extend to any legal injuries suffered by ReBIT due to the Contractor's or the sub contractor's
 - (a) fraud, wilful misconduct or gross negligence;
 - (b) breach of intellectual property with respect to third party claims; and
 - (c) breach of confidentiality.

6. PARTIES RESPONSIBILITES AND OBLIGATIONS

Both Parties shall designate one of their respective senior personnel as their representative who shall serve as a primary point of contact for themselves respectively with respect to this Agreement.

7. REPRESENTATIONS AND WARRANTIES

The parties each represent and warrant that:

- a. it is a company duly incorporated, validly existing and is in good standing under the laws of India as applicable from time to time;
- b. it has the necessary corporate power and authority to enter into this Agreement and to perform all of the obligations to be performed by it in this Agreement, as the case may be;
- c. this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by and on its behalf by all requisite corporate actions;
- d. the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereof, do not violate any judicial or administrative order, award, judgment or decree applicable to it or conflict with the terms, conditions or provisions of its constitution documents or any other of its contractual obligations or regulations;
- e. it is a going concern;
- f. it is financially sound with positive net worth in the last three years;
- g. it is not involved in any legal case that may affect your solvency /existence or in any other way affect your capability to provide/ continue the services;

- h. it is not blacklisted by any Government agency in India or abroad; and
- i. it possesses the professional and technical staff necessary to perform the information technology services as may be required and that its staff has sufficient skill and experience to perform the services assigned to them on a time to time basis;

8. INDEMNITY

The Contractor hereby undertakes to observe and perform at all times the applicable provisions of law and regulations in force. The Contractor hereby undertakes to indemnify and keep indemnified ReBIT from and against any claims, actions or proceedings brought against it by any third party only from losses, damages, fines or penalties imposed on ReBIT by a statutory or regulatory authority or other liabilities suffered or incurred by ReBIT, its directors or officers, by virtue or as a consequence of any breach by the Contractor or the sub-contractor of its obligations under the Governing Law or any gross negligence on its part or its employees or agents.

The Contractor undertakes that it is free to enter into this Agreement and that the terms and provisions of this Agreement will not breach or be in conflict with any covenant or obligation it with respect to any third party and will not infringe the right of any third party.

9. TERM

This Agreement shall be effective from the “**Effective Date**” and shall be valid for a period of 12 months. The term can be extended further based on the project needs. The Vendor needs to submit the Change Request form attached in ANNEXURE 1. The Change Request needs to be approved by ReBIT Manager and signed by Signatory Authority before initiating the work. The payment for the Change request will be processed separately and new Purchase Order will be issued for the change request work.

10. DISCLAIMER

ReBIT and/or its employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it

whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ReBIT and/or any of its employees.

11. **OWNERSHIP**

The ownership of the source codes, PowerBI reports and designs etc., and all related Intellectual Property Right (IPR) developed for multiple projects will lie with the ReBIT only. The selected contractor will need to adhere to this.

12. **REPLACEMENT**

After the resource deployment, ReBIT can ask the successful contractor for the resource replacement, if the deployed resource doesn't comply with the ReBIT's code of conduct policy or has performance issues. The contractor needs to ensure that replacement of the resource happens within the duration agreed upon by both the parties. Any replaced resource has to score minimum cut-off defined for the respective category during the profile/resume screening process. The successful contractor also, needs to ensure the smooth knowledge transition by on boarding of the replacement, at least 10 business days before the off boarding of the replaced resource. In case of any deviation in process a suitable approval will be vital from the ReBIT approval authority.

13. **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 Contractor.

In the event of termination hereunder, ReBIT shall pay Contractor: (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 Contractor's services during such period;

and (2) any termination charges agreed by the Parties. If this Agreement is terminated before all Contracts/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 CONTRACT/PO.

14. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall in all respects be governed by and construed in accordance with the laws of India.

15. ARBITRATION

In the case of a dispute or difference arising out of or in connection with or relating to this Agreement, the Parties shall exert their best endeavours to first amicably resolve such dispute or difference through discussions.

If it is not resolved through such discussions within Thirty (30) calendar days from the date of its occurrence, it shall be referred to and finally settled by arbitration under and in accordance with the Arbitration and Conciliation Act, 1996 then in force.

All arbitration proceedings shall be conducted in the English language and the place or venue of arbitration shall be Mumbai.

Both Parties shall be entitled to seek interim relief from the courts of India.

The arbitrator shall decide any such claim or dispute strictly in accordance with the Governing Law.

Judgement upon any arbitral award rendered hereunder may be entered in any court having jurisdiction or an application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

Both Parties shall co-operate in good faith to expedite (to the extent practicable) the conduct and conclusion of any arbitral proceedings commenced under this Agreement.

The costs and expenses of the arbitration, including, the fees of the arbitrators, shall be borne equally by both Parties to the dispute or difference and either Party shall pay its own fees, disbursements and other charges of its Counsel. The

arbitration tribunal would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum shall carry interest, if awarded, until the actual payment of such sums.

Any award made by the arbitration tribunal shall be final and binding on both Parties.

16. **NOTICES**

All notices or other communications required to be given by either Party to the other Party under or pursuant to this Agreement shall be in writing and may be given by personal delivery or by sending the same by prepaid registered mail addressed to the relevant Party at its address stated below.

If to ReBIT:

Name: Mr. Joseph Joshy, Senior Vice President and Vertical Head – Project Management Vertical

Address: ReBIT, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai 400706

Email: joshy@rebit.org.in

If to the Contractor:

Name: Name of the company senior official

Address: Address.

E-mail: email address

Any such notice or other communication addressed as above to the relevant Party shall be deemed to have been served if given by personal delivery at the time of delivery, if given or made by prepaid registered mail, on the expiry of Seven (7) business days after posting and if given by e-mail, when evidence of despatch can be demonstrated for the same.

17. **SEVERABILITY**

If any provision of this Agreement is invalid, unenforceable or prohibited by law it shall be treated for all purposes as severed from this Agreement and ineffective

to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

18. WAIVER

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the party waiving such provision. No failure or delay by ReBIT in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by ReBIT of any breach by the Contractor of any term or provision hereof shall be deemed to be a waiver of any subsequent breach by the Contractor of that or any other term or provision.

19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties on the subject matter hereof and cancels and supersedes any prior agreements, understandings, arrangements or negotiations, oral or in writing, between the Parties on the subject matter hereof.

20. RELATIONSHIP OF THE PARTIES

Notwithstanding anything contained in this Agreement, the relationship between the parties shall be that of customer and independent contractor and no term or provision of this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.

21. ASSIGNMENT

The Contractor shall not be entitled to assign its rights, benefits, privileges, liabilities or obligations under this Agreement to any third party except with ReBIT's prior written consent. ReBIT shall be entitled to assign its rights, benefits, privileges, liabilities or obligations under this Agreement by Notice to the Contractor.

22. ON BOARDING

The successful contractor needs to submit the employee ID proof, Identity proof (Aadhaar/PAN/Passport) and photo of the selected resource at the time of

resource on-boarding at ReBIT. The contractor also, needs to submit background check report (BGC) of the selected resource within 30 days of joining. In case of failure to submit the report within 30 days, no payment will be made for the deputed resource. The selected contractor has to share the Background check (BGC) report of selected employee(s) of the contractor as per ReBIT Guideline with ReBIT. In case ReBIT decides to perform BGC and found negative report, ReBIT reserves the right to terminate the resource(s) without notice and the vendor is expected to provide the replacement immediately. The contractor needs to provide BGV in the following format mentioned below

Type of check	Coverage
Residential Address Check	Address as provided by client
Academic record check	Highest Qualification
Prior employment check	Last 5 years of employment subject to maximum of 2 employments
Criminal court record check	PAN India
Database search	Criminal/ compliance/ regulatory database searches

23. **NON-DISCLOSURE AGREEMENT**

The selected employee(s) of contractor should sign the Non-Disclosure Agreement with ReBIT before the start of assignment. The selected contractor should sign the Non-Disclosure Agreement (as specified in the Annexure A of the RFP) with ReBIT before the start of assignment.

24. **REIMBURSEMENT CLAIMS**

Any work-related travel or other applicable charges of selected employee(s) of the contractor related to project will need to be pre-approved by the respective Project Manager or appropriate approving authority of ReBIT. The aforementioned expenses, post approval, will need to be borne by the individual and will be reimbursed upon submission of the actual bills, subject to policy limits of ReBIT. The reimbursement will be as per ReBIT's reimbursement policy.

25. **ATTENDANCE**

The selected employee(s) of the contractor are expected to use ReBIT's attendance tracking tool for marking attendance.

- One resource/person month would be deemed as 22 (twenty-two) working days with a 9 (nine) hour workday. The selected employees of the contractor need to adhere to the afore mentioned ReBIT working days/hours.
- In case of any shortfall in working days/hrs. proportionate amount (1-day cost = per month cost / 30) will be deducted.

26. INSURANCE

The contractor will be responsible to have necessary insurance cover for its deputed employees. It should cover Medical, Accidental and other general insurance.

27. VICARIOUS LIABILITY

The contractor shall be the principal employer of all the employees, agents, contractors, subcontractors etc. engaged by the contractor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the contractor, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc. of the contractor shall be paid by the contractor alone and the ReBIT shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the contractor's employees, agents, contractors, subcontractors etc. The contractor shall agree to hold the ReBIT, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the ReBIT through the action of contractor's employees, agents, contractors, subcontractors etc.

28. ALTERATION

This Agreement shall not be amended, modified or altered except in writing signed by or on behalf of both of Parties.

29. FORCE MAJEURE

Non-performance or delay in performance by either Party of any of their duties, obligations or responsibilities under and in accordance with this Agreement shall be excused if and to the extent that such non-performance or delay in performance is caused by, or is attributable to, Force Majeure.

If Force Majeure as aforesaid continues for an uninterrupted period exceeding Sixty (60) calendar days, the Parties shall meet forthwith to discuss in good faith the consequences of the Force Majeure and the course of action to be taken having regarded thereto to mitigate the effects thereof.

30. SPECIFIC PERFORMANCE

In the event of any breach of this Agreement where the remedies at law, other than specific performance in respect of such breach, will be inadequate, ReBIT shall at its sole option be entitled to seek specific performance against the Contractor for performance of its duties, obligations and responsibilities under and in accordance with this Agreement.

31. CHANGES TO SERVICES

ReBIT may request a change order ("Change Order") in the event of anticipated increase/decrease in the number of resources, or for revising the duration of the services. ReBIT will notify vendor about any changes in the services, 1 month in advance. Vendor needs to prepare a Change Order (as per Annexure 1) reflecting the proposed changes in the respective category. Per month cost of any additional/reduced resource will be the per month cost of the resource provided by the successful contractor during the commercial bid of the respective category. The selection of any additional resource will be through the ReBIT's technical interview process. For the selection, the resource has to score minimum cut-off defined for the category.

32. SAVINGS CLAUSE

Contractor's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Contractor's non-performance is caused by ReBIT's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.

33. **RECORDS**

Contractor will maintain complete and accurate records relating to the Services performed hereunder for a period of one (1) year beyond the expiration or termination of the contract. ReBIT will have the right to inspect and audit Contractor's records at Contractor's place of business during normal business hours at a mutually acceptable time during each respective CONTRACT and for a period of one year thereafter. ReBIT agrees to give Contractor at least Thirty (30) calendar days prior written notice of its intent to inspect Contractor's records.

34. **ORDER OF PRECEDENCE**

The provisions of this Agreement shall take precedence over any conflicting provision of any other document including MSA/SOW/Purchase Order/work order to the extent necessary to resolve any such conflict.

In Witness whereof, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For ReBIT

For Contractor.

Mr. Joseph Joshy

SVP - PM

(Authorised Signatory)

(Authorised Signatory)

ANNEXURE -1

Project Name		Date	
Project Number/SOW /Contract Number		Requestor	
Project Manager		Project Owner	

Describe the Requested Change

Describe the Reason for the Request

Revision in Duration of Services			
Category Name	Resources Names	Previous Contract Duration	Revised Contract Duration
1.			
2.			
3.			

Request for Additional/ Reduction of Resources		
Category Name	No. of Resources	Contract Duration
1.		

Decision

Approved

Rejected

Approved with comments

Deferred

Remarks