

EOI for Empanelment of Vendor IT Software Services - Pre-Bid Meeting Queries and Answers**Date : 15-03-2018 Time : 4 PM - 5 PM**

| S.N. | Query Sought | Answers |
|------|---|---|
| 1 | We request ReBIT to cite some examples of the projects against each of the services being asked. | The individual project details will be given to empaneled Vendors |
| 2 | It is understood that the enquiry sent to the empaneled consultants will be in the form of RFP or an RFQ which will contain the following information: a) Scope or work with indicative timelines b) Evaluation process c) Terms and conditions d) Format of the commercial bid and associated payment terms Please clarify if our understanding is correct. | Yes. The understanding is correct. |
| 3 | Is it mandatory for the empaneled vendor to quote for all types of RFQs or the empaneled vendor can submit its quote only as per its area of specialization? Kindly confirm. | Response to RFQ from a specific service can be provided only by vendors empaneled for that service. |
| 4 | Whether General and Legal Terms & Conditions will be part of Empanelment Contract or will be different as per various RFQ's. | The Legal Terms and Conditions will be shared with the Vendors who are shortlisted for empanelment. |
| 5 | We request ReBIT to allow us at least 1 week time post Pre-Bid Meeting to submit our proposal. Kindly extend the submission date to 23 - 03 - 2018 | New date of submission : 22 - 03 - 2018 (5 PM IST) |
| 6 | Can we subcontract part of the work or we will not be allowed to do so completely? | Subcontracting not allowed |
| 7 | Can we do part of work from locations where Infosys has development centers or will be needed to work out of Mumbai/Navi Mumbai offices of RBI/ReBIT ? | This will depend on the nature of project. Based on Project's need, the team will be required to work out of RBI and/or ReBIT offices. These details will be shared as part of RFQ/RFP. |
| 8 | Under terms and conditions on page 8 - After technical evaluation, successful bidders will be entitled to enter into the agreement with ReBIT for a period of three years. Please clarify the period of and kind of agreement. | Duration will be for one year. The contract can be extended for another one year based on performance. Performance parameters will be shared with empaneled vendors. |
| 9 | Whether successful bidders will be in contract for 1 Year or 3 Year? | One Year |
| 10 | Request you to please relax the references of Indian clients and make it global references | No change |

| | | |
|----|---|--|
| 11 | What does No of Services offered to ReBIT imply ? Is it with respect to this RFP? If yes, then fine. If the ask is related to current engagements / services with ReBIT, then would request to dissolve the clause. | As per the context of the EOI |
| 12 | Would a contract be executed as soon as a vendor is empaneled or contracts would be signed at individual work order / project levels? | Both |
| 13 | We request a minimum of 2 weeks extension on the proposal submission date | Refer #5 |
| 14 | As per RFP - "The empaneled vendors needs to provide the required resources within twenty days of time" Request - "The empaneled vendors needs to provide the required resources within forty five days of time". | The empaneled vendors needs to provide the required resources within 1 calendar month. |
| 15 | What is the span of time available to the bidder in case it's required to provide a replacement resource? | 2 weeks |
| 16 | What is the average number of experience required for each role mentioned in the RFP - Project Manager / Software developer/Operations manager | As per Industry average |
| 17 | What is the duration of agreement between ReBIT and bidder - 1 Year + 1 year extension OR 3 years? | Refer #8 |
| 18 | RFP mentions - The Bidder must have done 5 or more similar services on above mentioned scope. At least 3 of these 5 implementations should be for Indian clients. Bidder must provide client references for these engagements Do we need to provide 5 references on Staff Augmentation OR can the references be provided for projects done in the BFSI domain in the area for Data Science, Application Dev, Consulting, Testing ,Infrastructure and BPO. | Preference will be given for Projects. |
| 19 | Customer is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, Customer will not be responsible for income taxes and wealth taxes that may be payable by Wipro. In case of any new taxes or levies being attracted to the transaction after the date of submission | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |

| | | |
|----|--|--|
| | of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer | |
| 20 | No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 21 | Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 22 | Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 23 | Wipro'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 Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |

| | | |
|----|---|---|
| 24 | <p>Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days' time to correct in case of any rejection by Customer.</p> | <p>The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel.</p> |
| 25 | <p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) 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; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of the annual contract value.</p> | <p>The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel.</p> |
| 26 | <p>Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.</p> | <p>The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel.</p> |

| | | |
|----|---|--|
| 27 | Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 28 | Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 29 | Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 30 | Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 31 | Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |

| | | |
|----|---|--|
| 32 | Nothing withstanding anything contained here, including annexures etc., the maximum aggregate penalty against the bidder for all claims, by which ever name so called, shall be limited to 3% of the respective SOW/PO and shall be in lieu of all available remedies. Also, Wipro does not agree to any form of risk purchase. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 33 | If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel. |
| 34 | Wipro is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control. | The Legal Terms and Conditions will be based on the Project's scope and will be guided by ReBIT's Legal Counsel |
| 35 | What is the process to share the customer references for a Government entities, who is not comfortable to share their contact details? | Vendor will facilitate the process of sharing customer references with ReBIT upon demand |
| 36 | What is the basis of assigning ratings to customer references? | Customer will decide the ratings |
| 37 | What will be the format of technical presentation? | ReBIT will communicate the details of technical presentations to the shortlisted bidders |
| 38 | Will companies registered under LLP be allowed to be part of the EOI? | Yes |