

RFQ - Staff Augmentation for Design Build of SAS EGRC Project					
Pre Bid Meeting (PBM) Queries and Answers Date and Time : 30th August 2018, 2PM - 3PM					
Page No	Clause No.	Description of Terms	Existing Clause	Deviations / Recommendations - To be Included while Presenting the RFP	Response from ReBIT
1				Request customer to accept the terms of MSA between the parties, for a mutual concurrence on the general T&Cs	Yes it is agreed
5	3	RFQ Requirements	The purpose behind issuing this RFQ is to invite quotations from the eligible bidders who will provide skilled resources having experience in SAS Enterprise Governance, Risk and Control platform for the role - Java Developer with SAS Knowledge. The resource will be responsible for developing modules using Java, integrate java components in to SAS modules, syncing data between Java module and SAS modules, providing relevant reports in Java module, extracting data using SAS Advance coding, performing unit and integration testing. The duration for this role is 3 months. An extension may be provided subject to satisfactory performance. The process consists of selecting the bidder that is meeting all the requirements specified in this RFQ document post techno-commercial evaluation process.	The purpose behind issuing this RFQ is to invite quotations from the eligible bidders who will provide skilled resources having experience in SAS Enterprise Governance, Risk and Control platform for the role - Java Developer with SAS Knowledge. The resource will be responsible for developing modules using Java, integrate java components in to SAS modules, syncing data between Java module and SAS modules, providing relevant reports in Java module, extracting data using SAS Advance coding, performing unit and integration testing. The duration for this role is 3 months. An extension may be provided subject to satisfactory performance. An extension to the contract will be on mutually agreed revised terms and conditions and pricing. The process consists of selecting the bidder that is meeting all the requirements specified in this RFQ document post techno-commercial evaluation process.	An extension may be provided subject to satisfactory performance and on mutual agreement. (A corrigendum will be issued)
7	5	Earnest Money Deposit	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.	The Bidder has to submit Earnest Money Deposit (EMD) of Rs. Fifty thousand (50,000) only in the form of bank guarantee. 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. The attached format is subject to review by the bidder and any modification mutually agreed upon will be incorporated in the same.	The Bidder has to submit Earnest Money Deposit (EMD) of Rs. Fifty thousand (50,000) in the form of bank guarantee. 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 (A corrigendum will be issued)
9	2	Techno Commercial Bid Evaluation	The Bidder is expected to submit the Commercial bid inclusive of all applicable taxes and taxes /levies must be indicated separately.	The Bidder is expected to submit the Commercial bid inclusive of all applicable taxes and taxes /levies must be indicated separately. Any increase/decrease in taxes and duties will be passed on to customer. Further in case of any new levy of taxes the same shall be passed on to the customer. Any upward or downward revision in applicable taxes will be factored in pricing at the time of raising of invoice.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
10	9.1	Ownership of documents and data	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.	Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by ReBIT, during a period of one year from the expiry or termination of the contract, 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.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
12	9.2	Submission Requirements	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.	Subsequent to the orders being placed/agreement executed, the successful bidder shall pass on to ReBIT all fiscal benefits/losses arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
12	9.3	Terms Of Payment	There will bi-monthly payment done post successful completion of the deliverables, as defined at the start of the project. After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received.	There will bi-monthly monthly payment done post successful completion of the deliverables, as defined at the start of the project. After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received.	There will monthly payment done post successful completion of the deliverables, as defined at the start of the project. After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received. (A corrigendum will be issued)
12	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.	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/loss realized by supplier due to lower change of rates of taxes, duties, charges and levies shall be passed on by the Supplier to ReBIT. Further in case of any new levy of taxes the same shall be passed on to the customer. Any upward or downward revision in applicable taxes will be factored in pricing at the time of raising of invoice.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
13	9.5	Other Terms and Conditions	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 five (5) 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.	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 five (5) 15 business days of delivery of the final contract, ReBIT may elect to cancel the award and award the contract to the next-highest-ranked vendor.	Considering the immediacy of the requirement, if the selected vendor fails to sign and return the contract within ten (10) 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. (A corrigendum will be issued)

13	9.5	Other Terms and Conditions (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.	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.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, Selected 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 Selected Bidder, and no rights shall be deemed to have accrued to the ReBIT.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
13	9.5	Other Terms and Conditions	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 five (5) 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.	The vendor selected as the apparently successful vendor will be expected to enter into a contract with ReBIT on mutually agreed terms . Considering the immediacy of the requirement, if the selected vendor fails to sign and return the contract within five (5) 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.	Similar to earlier comment (Row 10)
14	9.6	Annexure A- Bank Performance Guarantee	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 SAS Project of the Reserve Bank of India, as detailed in the said Agreement.	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 SAS Project of the Reserve Bank of India, as detailed in the said Agreement.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
17	9.7	Annexure B- Commercial Bid Format	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.	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. The benefits/loss realized by supplier due to change of rates of taxes, duties, charges and levies shall be passed on by the Supplier to ReBIT. Further in case of any new levy of taxes the same shall be passed on to the customer. Any upward or downward revision in applicable taxes will be factored in pricing at the time of raising of invoice.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer 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 relevant clause in the existing MSA for the empanelled vendor will also apply here
		Limitation of Liability	Clause not present in RFP	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. 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 contract value. However the limits of liability will have no effect in cases of criminal negligence or willful misconduct.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
		Saving Clause	Clause not present in RFP	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 relevant clause in the existing MSA for the empanelled vendor will also apply here
		Deemed Acceptance	Clause not present in RFP	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.	The relevant clause in the existing MSA for the empanelled vendor will also apply here

	ARC/RR C	Clause not present in RFP	The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of $\pm 5\%$ of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below -5% of the baseline volumetric.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
	Variance in Minimum Wages	Clause not present in RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
	Non Hire Clause	Clause not present in RFP	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 relevant clause in the existing MSA for the empanelled vendor will also apply here
	Termination Clause	Clause not present in RFP	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 by owner, the Selected Bidder shall be paid for the: 1. services rendered 2. work in progress 3. third party orders in pipeline which cannot be cancelled despite Selected Bidder's reasonable efforts 4. unrecovered investments shall be paid by ReBIT as per termination schedule till the date of termination.	The relevant clause in the existing MSA for the empanelled vendor will also apply here
		Clause not present in RFP	There is no time limit mentioned for deployment of resources from the date of award.	The resources are expected to join within 1 week of signing the contract
		Clause not present in RFP	There is no clause for sub-contracting of resources.	The relevant clause in the existing MSA for the empanelled vendor will also apply here

Note: This document shall form part and parcel of the RFQ and therefore bidders are advised to take the clarifications/responses into account, as applicable, while submitting the bids.