



Empanelment of the Service Providers for Staff Augmentation Services

Expression of Interest (EOI)

CORRIGENDUM # 2
And
Response to Pre-bid queries

(15th December 2020)
ReBIT/2020 / CPO / EOI/ 019

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Reserve Bank Information Technology Pvt. Ltd.
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Following are the changes / clarification in the EOI terms. All the bidders are requested to refer the "Corrigendum / Revised Terms" column as below:

Page No	Clause No	Existing Terms	Corrigendum / Revised Terms
12 of 39 & 18 of 39	4.d Empanelment Criteria & 6.b Annexure b: Minimum Eligibility Criteria	Minimum Eligibility Criteria and Technical Evaluation	For MSEs and Start-Ups relaxation would be given on Financial Criteria and Experience Criteria (MEC: 2, 3 and 4; Technical Evaluation Parameters: 1, 2c, 3, 4 and 6). They would be evaluated separately on rest of the criteria as mentioned in the EOI for Empanelment Purpose. MSEs and Start-ups scoring equal to or higher than the cut off of 60 % will be considered for Empanelment.
12 of 39	4.d Empanelment Criteria:	Please refer Existing Marking System Table	Please refer the Revised Marking System Table and Revised Marking System for MSEs and Start-ups

Existing Marking System Table

Sr No.	Parameters	Points
1	Tenure of the Company (Total Active no. of years in the Staff Augmentation Market)	10
2	Experience (As Per Annexure C)	50
	a) Current manpower availability with split by technology/underlying skill for each service category (Excluding Contractual Roles) - 15 Marks	
	b) Lead time for fulfilling and onboarding staffing request - 10 Marks	
	c) Client Names, brief Description of work, Value of services provided, and Total No. of Resources deployed against each Service category /Technology & their duration - 15 Marks	
	d) Submission of Process document against each of the following Background Verification Process Replacement Process for Absconding or Back Out Cases) - 10 Marks	
3	Numbers of Client Credential/ Feedback letters for IT Resources/Contingency Work Force/Temp Labour (To understand the Clientele and Skills and Closure Success Rate)	10
4	Annual Turnover for IT Resources/Contingency Work Force/Temp Labour	10
5	Registration / Active member of various Job Boards / portals / Forums	10
6	Geographical presences and have offices - Pan India Or Major Metro cities (Mainly Mumbai and Nagpur along with other Metro Cities like Bengaluru, Kolkata, Chennai etc.)	10
	Subtotal	100

Revised Marking System Table

Sr No.	Parameters	Maximum Marks
1	Tenure of the Company (Total Active no. of years in the Staff Augmentation Market) a) In between 3 - 5 Years: 5 Marks b) More than 5 Years :10 Marks	10

	Experience (As Per Annexure C)	
	a) Current manpower availability with split by technology/underlying skill for each service category (Excluding Contractual Roles) - 15 Marks i) More than 10 resources: 5 Marks ii) More than 10 resources but up to less than 25 resources: 10 Marks iii) More than 25 resources: 15 Marks	
	b) Lead time for fulfilling and onboarding staffing request - 10 Marks i) Less than 15 days: 10 Marks ii) More than 15 but less than 30 days: 5 Marks iii) More than 30 days: 0 Marks	
2	c) Client Names, Brief Description of work, Value of services provided and Total No. of Resources deployed against each Service category /Technology & their duration - 15 Marks i) 1- 5 Clients : 5 Marks ii) 5-10 Clients : 10 Marks iii) More than 10 Clients : 15 Marks	50
	d) Services like Background Verification Process and Replacement Process for Absconding or Back Out Cases) Submission of Process document against each - 10 Marks i) BGV Process - 6 Marks ii) Replacement Process - 4 Marks	
3	Numbers of Client Credential/ Feedback letters for IT Resources/Contingency Work Force/Temp Labour a) 1 -5 Clients - 4 Marks b) 5-10 Clients - 7 Marks c) More than 10 Clients :10 Marks	10
4	Annual Turnover for IT Resources/Contingency Work Force/Temp Labour a) Less than 25 Lacs:4 Marks b) More than 25 but up to 50 Lacs: 6 Marks c) More than 50 but up to 100 lacs - 8 Marks d) More than 100 Lacs - 10 Marks	10
5	Registration / Active member of various Job Boards / portals / Forums a) More than 2 but less than 5 leading Portals: 5 Marks b) More than 5 leading portals - 10 Marks	10
6	Geographical Client Base - Pan India Or Major Metro cities (Mainly Mumbai and Nagpur along with other Metro Cities like Bengaluru, Kolkata, Chennai etc) a) More than 1 but Less than 3 Metro cities: 5 Marks b) More than 3 Metro cities: 8 Marks Note: i) If the bidder's client is in either Mumbai or Nagpur then bidder will get additional mark for 1 each. ii) If bidder has client in both cities then he will get 2 additional marks for both.	10
	Subtotal	100

Revised Marking System for MSE and Startups:

Sr No.	Parameters	Maximum Marks
1	Experience (As Per Annexure C)	35
	a) Current manpower availability with split by technology/underlying skill for each service category (Excluding Contractual Roles) - 15 Marks i) Less than 10 resources: 10 Marks ii) More than 10 resources: 15 Marks	
	b) Lead time for fulfilling and onboarding staffing request - 10 Marks i) Less than 15 days: 10 Marks ii) More than 15 but less than 30 days: 5 Marks iii) More than 30 days: 0 Marks	
	c) Services like Background Verification Process and Replacement Process for Absconding or Back Out Cases) Submission of Process document against each - 10 Marks i) BGV Process: 6 Marks ii) Replacement Process: 4 Marks	
2	Registration / Active member of various Job Boards / portals / Forums a) More than 2 but less than 5 leading Portals: 5 Marks b) More than 5 leading portals: 10 Marks	10
	Subtotal	45

Please read the aforesaid corrigendum along with the issued EOI document. All other terms and conditions which are not covered in this Corrigendum, will be as per the original EOI for the Empanelment of the Service Providers for Staff Augmentation Services Ref: ReBIT/2020 / CPO / EOI/ 019 dated 30th November 2020.



Empanelment of the Service Providers for Staff Augmentation Services

Expression of Interest (EOI)

Response to Pre-bid queries

(15th December 2020)

ReBIT/2020 / CPO / EOI/ 019

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**Reserve Bank Information Technology Pvt. Ltd.
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Sr No.	EOI Section Number	EOI Page Number	EOI Existing Clause	Query Description	ReBIT's Responses
1	6b	18	Annexure B: Minimum Eligibility Criteria	"Copy of the Purchase Orders for each of the last three financial years to be submitted" - Can we submit the Invoices which we had raised in this last 3 financial years as we have been primarily functioning on mail approvals from the clients.	The bidder can share the invoice copies but Purchase Orders are mandatory as per the EOI.
2	6f	31	Annexure F: Sample Contract	" 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" - Can we bill the replacement resource and existing resource for this 10 Days?	The vendor can bill for only one resource during the transition phase due to replacement of the resource.
3	6f	34	Scope of Work	Who shall bear (Client / Consultant) the cost of Background verification of deployed resources?	The Selected bidder will be responsible for the Background Verification as per the EOI and shall bear the cost of the same.
4	6b	18	Annexure B: Minimum Eligibility Criteria	1) Any specific cutoff of net worth in last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020.	There is no specific value for net worth as per the EOI. However as mentioned in EOI, it should be positive.

5	6b	18	Annexure B: Minimum Eligibility Criteria	2) Will the Financials of Group Companies will get considered	Group companies' financials will not be considered. The bidder is required to meet the minimum eligibility criteria and submit required documents of the company for which the bid is being submitted.
6	6b	18	Annexure B: Minimum Eligibility Criteria	1) Any specific cutoff of booked net profit in last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020	There is no specific value for net profit as per the EOI. However as mentioned in EOI, it should be positive.
7	6b	18	Annexure B: Minimum Eligibility Criteria	2) Will the Financials of Group Companies will get considered	Group companies' financials will not be considered. The bidder is required to meet the minimum eligibility criteria and submit required documents of the company for which the bid is being submitted.
8	6b	18	Annexure B: Minimum Eligibility Criteria	Is the submission of the Copy of the Purchase Orders for each of the last three financial years mandatory or can be worked out just with the references	Purchase Orders are required to be submitted as per the EOI.

9	6b	18	Annexure B: Minimum Eligibility Criteria	We have recently started as an LLP entity for Staff Augmentation Services, can we still apply for this	Exemption of Prior turnover and past experience will be provided to such bidder who meet the Start-up criteria subject to meeting of other criteria. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT),
10	4a	8	Scope of Work	1) Please clarify how many Technical / HR rounds to be conducted by ReBIT	The Interview process will be defined in the respective RFP to be floated later.
11	4a	8	Scope of Work	2) Will it be F2f or Virtual technical round?	The Interview process will be defined in the respective RFP to be floated later.
12	4a	8	Scope of Work	3) How will we conduct Interviews for Outstation Candidates	The Interview process will be defined in the respective RFP to be floated later.
13	4a	8	Scope of Work	1)Please let us know in detail the background Checks required	The details are mentioned in the EOI. If any additional check is required, then the same will be mentioned in the respective RFP to be floated later.
14	4a	8	Scope of Work	2) Do we need to conduct Criminal check PAN India?	Yes. This check is a mandatory as per the EOI.
15	4a	8	Scope of Work	3) Will the cost of BGV borne by the service provider?	Please refer response to S.No 3

16	4a	8	Scope of Work	4) Does REBIT have empanelled vendors for Background Verification or we can chose any BGV Vendor for conducting BGV.	The Selected bidder will be responsible for the Background Verification as per the EOI and the Selected bidder can choose their own Vendor for Background Verification Process
17	6b	18	Annexure B: Minimum Eligibility Criteria	Audited BS and profit and loss statement for 2019-20 is not available as of now, so request you to change it to (2016-17, 2017-18 and 2018-19) or please allow us to submit undertaking / unaudited detail for 2019-20	The service provider can submit Certificate from Chartered Accountant as per the EOI.
18	6c	20	Annexure C: EOI Response Sheet	Please elaborate	The bidder needs to fill in all the details and submit it as defined in EOI
19	4a	8	Scope of Work	If the candidate is selected, then Service Provider must perform background verification (BGV) process before the joining of the resource. - Can the bidder outsource the background verification process from another company?	Please refer response to S.No 16
20	4d	12	Empanelment Criteria	Client Names, brief Description of work, Value of services provided, and Total No. of Resources deployed against each Service category /Technology & their duration. - We need to understand if there is minimum or maximum no. of clients that need to be provided.	Broad marking sheet has been provided in the EOI. Please refer Corrigendum # 2 for detailed marking scheme and in accordance to it, the bidder may submit required client name, brief description of work, value of services, total no. of resources deployed by the bidder.

21	4d	12	Empanelment Criteria	Annual Turnover for IT Resources/Contingency Work Force/Temp Labour - We need to understand the scoring mechanism i.e.; how will scores be awarded for this criteria.	Broad marking sheet has been provided in the EOI. Please refer Corrigendum # 2 for detailed marking scheme and in accordance to it, the bidder may submit required documents.
22	4d	12	Empanelment Criteria	Registration / Active member of various Job Boards / portals / Forums - We need to understand the scoring mechanism i.e.; how will scores be awarded for this criteria.	Broad marking sheet has been provided in the EOI. Please refer Corrigendum # 2 for detailed marking scheme and in accordance to it, the bidder may submit required documents.
23	5a	13	Annexure G: Instructions for Online Bid Submission	Forms with respective Power of Attorney should be submitted and signed by the authorised signatory. - We need more clarity on this point.	A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document shall be submitted along with the EOI.
24	5a	14	Annexure G: Instructions for Online Bid Submission	The bids will be opened online in the presence of authorised representatives of the Bidders. - We need to understand if Authorised Representative and Authorised Signatory are the same persons or can be different. If they are different, how many maximum number of authorised representatives can be present for bid opening?	Authorized Representative from the bidder can attend the meeting. The Bidder who has the access of the CPP Portal should be able to see the status of bid once it is opened.

25	6b	18	Annexure B: Minimum Eligibility Criteria	Bidder should have experience of minimum three years in providing staff augmentation services. - Should the experience of providing these services be restricted to Indian clients only or clients outside India can also be included? Also, is there any criteria that the resources deployed for providing these services are/were on-site or off-site?	It is preferable but it is not mandatory to have Indian Clients. However, the bidder shall be able to demonstrate their expertise and past experience for service categories mentioned in the EOI for the staff augmentation requirement.
26	6c	21	Annexure C : EOI Response Sheet	Client credentials/Feedback letters for Deployed IT Resources - Top 5 Clients. - We need to understand how do we define top 5 clients? Size of client, revenue generated by bidder from the client or any other criteria.	The Bidder shall submit the top 5 Clients as per the engagement / revenue with the Bidder and not based on the Client's size.
27	6c	21	Annexure C: EOI Response Sheet	Proposed Staffing Model - We need more clarity and details about this point.	The Bidder shall share the different staffing models like fixed cost/ cost plus / commission based etc that the bidder can offer.
28	4a	9, 10	Scope of Work	Can the vendor participate in staff augmentation for specific verticals and not all ? Ex: Only Point E - Page 9 and Point F - Page 10	Yes. The Bidder can mention the specific skills that they can support in the EOI submission.

				Who will be responsible for tool costs and support for Test Automation, RPA, Performance Testing?	Resources/Candidate shall be provisioned and assigned to ReBIT exclusively by the Successful bidder. Scope of generic IT infra like laptop / MS Office etc shall be mentioned in respective RFP/RFQ. Project specific tools shall be taken care by ReBIT.
29	General	General	General		
				Will it just be resource provision or vendor will also be responsible for Governance of the project ?	Vendor will be only be responsible for the deployed resource and to manage the HR aspect and contractual obligation of the resource
30	General	General	General		
				One working day should be of 8 hours rather than 9 hours as per standard industry practice. If of 9 hours, it should be inclusive of lunch and tea breaks. Also, if the resource works more than 9 hours, the extended working hours should be charged. All holidays and Non-working days as per the customer's calendar shall be treated as billed days. If the resources work on non-working days like Saturdays, Sundays and holidays, it should be billed at double the per day rate. Additionally, We propose to allow two days leaves per resource per month without any loss of billing to the Contractor.	No Change, EOI terms and conditions will prevail
31	6f	27	Annexure F: Sample Contract		

32	6f	35	Annexure F : Sample Contract	<p>One working day should be of 8 hours rather than 9 hours as per standard industry practice. If of 9 hours, it should be inclusive of lunch and tea breaks.</p> <p>Also, if the resource works more than 9 hours, the extended working hours should be charged. All holidays and Non working days as per the customer's calendar shall be treated as billed days. If the resources work on non working days like Saturdays, Sundays and holidays, it should be billed at double the per day rate.</p> <p>Additionally, We propose to allow two days leaves per resource per month without any loss of billing to the Contractor.</p>	No Change, EOI terms and conditions will prevail
33	General	General	General	<p>We propose to add a Non Solicitation clause in Annexure F Sample Contract as below; During the term of this Agreement and for one (1) year thereafter, neither Party will nor will attempt, directly or indirectly recruit, cause to be recruited, solicit or induce any Resources of the other Party to terminate his or her relationship with such other Party. Neither Party shall directly or indirectly recruit former Resources of the other party without the prior written consent of the other Party, where former Resources shall mean a person who ceases to work for the other Party and a period less than one year has since elapsed.</p>	The suggestion is noted. However, Non-Solicitation clause can be for a max of 6 months only after the term of the agreement
34	General	General	General	<p>There is no clarity on the location where the project has to be executed. It is mentioned on Page 11 that Bidder should have presence in major Metro Cities</p>	The required location will be mentioned in the respective RFP to be floated later.

35	4a	9	Scope of Work	For Automation services, is ReBIT open for both Open source & Enterprise Tools?	Please refer response to S.No 29
36	4a	9	Scope of Work	For Enterprise Automation Tools, How the cost is going to be considered & managed?	Please refer response to S.No 29
37	6a	16	Annexure A: Submission Letter	Please detail the expectation in Infrastructure services, is it pertaining to Infrastructure monitoring or it is include Infrastructure design, procurement as well	Please refer g) Infrastructure services in Page 10 of 39 in the EOI document.
38	6a	16	Annexure A : Submission Letter	For Staffing Testing resource, which are the certifications expected by ReBIT at each grade	The requirement will be mentioned in the respective RFP to be floated later.
39	6a	16-17	Annexure A: Submission Letter	We understand that vendor is eligible and can participate for the applicable services and industries coverage listed in the Annexure.	Vendor needs to meet the minimum eligibility criteria as mentioned in the EOI.
40	6g	38-39	Annexure G: Instructions for Online Bid Submission	We understand that Class 3 Digital Signature of any authorized Signatory with Company name can be used for the submission. Also the Signing Authority of the Annexure Documents & Digital Signature can be of different authorized person from the same company. Kindly confirm.	Authorised signatory shall sign the bid documents as per the EOI and support documents shall be submitted along with the EOI. Class 3 digital signature shall be as per the respective Certifying Authority.
41	4d	12	Empanelment Criteria	Kindly share details of documents needs to be shared for the below point: Registration / Active member of various Job Boards / portals / Forums	Please mention the details of registration / active membership of various job boards/portals / forums along with registration number/user id, if any on the Bidder's letter head.

42	4d	12	Empanelment Criteria	Kindly share details of documents needs to be shared for the below point: Submission of Process document against each of the following Background Verification Process Replacement Process for Absconding or Back Out Cases	The bidder needs to submit their process documents like SOP's or Manual which showcase the process the bidders follows with respect to the mentioned points.
43	4a	8	Scope of Work	15 days fulfillment - This depends on the skills as in some cases 15 days heads-up might not be possible -- due to market availability/ nicheness of the skills etc	ReBIT's expectation is to fulfil resource provision within 15 days. Bidders are encouraged to have adequate pool of good and reliable resources for the services categories mentioned in the EOI
44	4a	8	Scope of Work	1) Does it also ask for specific Educational background of the candidates which is not mentioned exclusively. 2) Is there any location constraints (candidates travel time should be not more than 1 hour from the place of work	The requirement will be mentioned in respective RFP to be floated later.
45	4a	8	Scope of Work	1) If we are able to share QK employees for the deployment should still the proposals be supplemented with a HR and technical skills summary	Yes. HR and Technical feedback shall be submitted along with the response to Respective RFP/RFQ as per the EOI section 4.a. Scope of work, point no. 6.c
46	5a	13	Annexure G: Instructions for Online Bid Submission	Please advice which annexure need to be submitted along with BID from given annexures list in EOI	The bidder needs to be submit Annexures A, B, C and D along with all the necessary documents requested in the EOI.

47	6f	25	Annexure F: Sample Contract	<p>Sample Contract in annexure f, need to be submitted along with BID or need to be shared after empanelment of service.</p>	<p>The Sample contract is for the review of the bidders and is required to confirm on letterhead for acceptance of terms of the contract</p> <p>The contract will be entered into with the selected bidder only if a particular resource is selected and on-boarded through RFP/RFQ process which may be issued later.</p>
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48	Clause 1 (iii)	25	<p>“Force Majeure” shall mean the occurrence or happening of any of the following events:</p> <ol style="list-style-type: none"> 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. 	Include Pandemic and Epidemic as a point no 5.	The suggestion is noted. It may be delved / deliberated upon during RFP/RFQ process or at the time of signing the contract.
49	Clause 3	26	ReBIT shall pay the Contractor the amount, as per the terms and conditions mutually agreed upon by the Parties per the RFQ, for the services provided to ReBIT by the Contractor, subject to ReBIT’s	Remove subject to ReBIT’s approval on a time to time basis as it contradicts the first half of the clause of mutual agreement. Revised provision shall be as follows " <i>ReBIT shall pay the Contractor the amount, as per the terms and conditions mutually agreed upon by the Parties per the RFQ, for the services provided to ReBIT by the Contractor</i> "	No change in terms

			approval on a time to time basis.		
50	Clause 3	26	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,	30 days buffer for payment is too high.	No change in terms

51	Clause 3 (Note)	27	<p>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.</p> <p>2. In case of any shortfall in working days/hrs. proportionate amount (1-day cost = per month cost / 30) will be deducted.</p>	<p>Add "<i>Such Shortfall bound to be deducted shall not exceed 10% of the SOW, Contract order or Purchase Order</i>"</p>	<p>No change in terms</p>
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52	Clause 4	28	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	Need to add Compelled Disclosure clause. Add " <i>If Service Provider/Contractor becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or required by a governmental body to disclose any of ReBIT's Confidential Information, Service Provider shall provide ReBIT with a feasible prior written notice to the extent permitted under the relevant law so that ReBIT may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if ReBIT waives compliance with the provisions hereof, Service Provider may disclose the Confidential Information which it is legally required to disclose</i> " Also clause should be restricted to a period of one year post termination and not from the date of disclosure. Add " <i>The terms of this clause shall continue in force and effect for a period of only one year from the termination, suspension or expiry of this agreement.</i> "	The suggestion is noted. It may be delved / deliberated upon during RFP/Rfq process or at the time of signing the contract.
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		<p>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</p>		
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53	Clause 5	28	<p>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.</p> <p>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 EOI Value – Service Fee section to which the claim relates.</p> <p>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</p>	<p>Add "<i>Notwithstanding anything in this agreement or clause the maximum liability of Contractor under this clause shall not exceed 10% of the relevant Purchase/Contract Order or SOW.</i>" Point 3 effectively negates the application of point 2 and there should be a Cap to the liabilities under point 3 too. Also need to define gross negligence as it can have wide connotation.</p>	No change in terms
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			<p>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</p>		
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54	Clause 10	30	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	ReBIT should be liable if the the loss or damage is attributable to any omission, negligence, default, lack of care or misrepresentation on the part of ReBIT and/or any of its employees	No change in terms
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55	Clause 8	30	<p>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.</p>	<p>We shall do the best of our knowledge observe and perform the laws and regulations but if ReBIT is of the impression that there is any change in the laws and regulations which shall affect this transaction or terms of this contract then it shall notify us and we shall be given ___ days to make the requisite changes. Define gross negligence, more clarity on what would be construed as gross negligence. Shouldn't the indemnity be capped? Also the undertaking of contractor is covered under Repts and Warranties point no d. Hence the revised provision should look like <i>"The Contractor hereby undertakes to observe and perform at all times the applicable provisions of law and regulations in force from time to time and the ReBIT also undertakes to notify the Contractor of any such change if it comes to ReBIT's notice. 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."</i></p>	No change in terms
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56	Clause 7	29	The parties each represent and warrant that:	Add the following reps and warranties on behalf of the ReBIT. <i>1. ReBIT shall provide all the hardware, third party software, implementation of any software licenses required for providing the Services and work environment for the purposes of rendering Services by Service Provider under this agreement;</i>	The requirement will be mentioned in the respective RFP/RFQ which may be floated later.
57	Clause 7	29	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;	<i>2. ReBIT shall ensure that the resources are placed in a safe hygienic work environment</i>	ReBIT follows all the corporate norms to provide safe, healthy and productive environment for all its stakeholders
58	Clause 7	29	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;	<i>3. Provision of any hardware, software and work environment shall not infringe any rights or Intellectual Property of any third party;</i>	The requirement will be mentioned in the respective RFP/RFQ which may be floated later.
59	Clause 7	29	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;	<i>4. ReBIT shall not adopt or have any policies, which would in any way hamper, interrupt or otherwise impede Service Provider's ability to perform its duties under this agreement or is otherwise inconsistent with the standard commercial business standards in Service Provider's business;</i>	The suggestion is noted. It may be delved / deliberated upon during RFP/RFQ process or at the time of signing the contract.

60	Clause 7	29	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;	<i>5. ReBIT shall set up and have in place all commercially accepted systems, methods and procedures including infrastructure and mechanical facilities which shall ensure backup, restoration and debugging of its data or information;</i>	The suggestion is noted. It may be delved / deliberated upon during RFP/RFQ process or at the time of signing the contract.
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61	Clause 7	29	<p>e. it is a going concern;</p> <p>f. it is financially sound with positive net worth in the last three years;</p> <p>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;</p> <p>h. it is not blacklisted by any Government agency in India or abroad; and</p> <p>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;</p>	<p><i>6. Service Provider shall not be liable for any error, virus or such other faults/irregularities created/caused by the ReBIT's hardware or software in the technical work environment which may render provision of services by Service Provider under this agreement difficult or impossible;</i></p>	<p>Service provider shall be liable for any virus/irregularity created / caused by the resource.</p>
62	Clause 11	30	<p>The ownership of the source codes and designs etc., and all related Intellectual Property Right (IPR) developed for multiple projects will lie with the ReBIT only. The</p>	<p>To be checked by Business whether we are giving any IPR ownership.</p>	<p>No change in terms</p>

			selected contractor will need to adhere to this.		
63	Clause 12	31	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	Please explain.	As per the EOI, this clause is related to replacement to a resource provisioned by the Bidder to ReBIT in case the resource doesn't comply with ReBIT's code of conduct policy or has performance issues.

			from the ReBIT approval authority.		
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64	<p>Clause 13</p>	<p>31</p>	<p>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.</p> <p>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.</p> <p>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</p>	<p>The word "undisputed" in point no 1 should be removed. The point of Contract/purchase order needs more clarity. If there is any particular pending Contract/purchase order on the date of termination then that can be adjusted and completed but not all or remaining Contract/Purchase Order mentioned in the Contract. Also the payment should be made for the pending order.</p>	<p>No change in terms</p>
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			<p>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.</p>		
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65	Clause 24	35	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.	Add " <i>Such Reimbursement of expenses shall be made with 15 days from the submission of actual bills.</i> "	Reimbursement will be governed by prevailing HR and Finance practices.
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66	Clause 27	35	<p>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,</p>	<p>Vicarious Liability should not be put on us if the staff acted in accordance to the policies and instructions of ReBIT. Also we should not indemnify them if the staff acted in accordance to the policies and instructions of ReBIT. Claim for remuneration not to exceed 10% of the relevant contract/ purchase order or SOW. The revised provision must be as follows " <i>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, within the scope of power , vested under the contract provided that the employees, agents, contractors, subcontractors etc. did not act in accordance to the policies and instructions of ReBIT. Such vicarious liability if any should not exceed 10% of the the relevant Purchase/ Contract order or SOW. 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,</i></p>	No change in terms
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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.

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 provided that the contractor's employees, agents, contractors, subcontractors etc. did not act in accordance to the policies and instructions of ReBIT."

67	Clause 25	35	<p>The selected employee(s) of the contractor are expected to use ReBIT's attendance tracking tool for marking attendance.</p> <ul style="list-style-type: none"> · 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. 	Add " Such Shortfall bound to be deducted shall not exceed 10% of the SOW, Contract order or Purchase Order"	No change in terms
68	Clause 30	36	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	The word sole option should be removed and replaced by mutual consent of both parties. Revised Provision " <i>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 with the mutual consent of both parties be able to seek specific performance against the Contractor for performance of its duties, obligations and responsibilities under and in accordance with this Agreement</i> "	No change in terms

69	Clause 31	36	<p>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.</p>	To be checked by Business.	No change in terms
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70	6f	25	Annexure F: Sample Contract	We understand, this is just a sample contract agreement, only an empanelled vendors need to submit, Please confirm.	<p>The Sample contract is for the review of the bidders and is required to confirm on letterhead for acceptance of terms of the contract.</p> <p>The contract will be entered into with the selected bidder only if a particular resource is selected and on-boarded through RFP/RFQ process which may be issued later.</p>
71	4d	12	Geographical presences and have offices - Pan India Or Major Metro cities (Mainly Mumbai and Nagpur along with other Metro Cities like Bengaluru, Kolkata, Chennai etc.)	In this regards, we are requesting to you that we can give undertaking on our company letter head that we will open our office in your suggested location after empanelment within one month.	Please refer Corrigendum # 2 for detailed marking scheme and in accordance to it, the bidder may submit the clients list that they have served in the mentioned location.
72	6f	27	Annexure F: Sample Contract	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 after providing reasonable time to make necessary corrections or rectifications.	No change in terms
73	6f	28	Annexure F: Sample Contract	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 i. (a) fraud, or willful misconduct or gross negligence	No change in terms

74	6f	26	Service fee section of Contract Clauses : My understanding is that the Service Fee is guided by RFQ/RFP. Is that correct? Will there be separate SOWs as each service is specialized and commands premium on it's own? Please clarify.	Service fee section of Contract Clauses : My understanding is that the Service Fee is guided by RFQ/RFP. Is that correct? Will there be separate SOWs as each service is specialized and commands premium on it's own? Please clarify.	Yes. The understanding is correct. Separate PO will be issued for each RFP/RFQ.
75	6b	18	Annexure B: Minimum Eligibility Criteria	Can it be the Net profit for 2 Years instead of 3?	No change in EOI terms.
76	6b	18	Annexure B: Minimum Eligibility Criteria	Can we submit the provisional audited balance sheet for 2020 along with the CA certificate. Please Clarify	CA certificate is accepted as per the EOI.
77	6b	18	Annexure B: Minimum Eligibility Criteria	for 17-18, 18-19 net profit is positive , for all three years the net worth is positive. In 19-20 due to covid the net profit is loss, can we bid	No change in EOI terms.
78	6b	18	Annexure B: Minimum Eligibility Criteria	In FY 2018-19 & 2019 -20 we have net profit. But in 2017-18 we had a loss due to restructuring and expansion.	No change in EOI terms.
79	4d	12	Empanelment Criteria	While submitting the proposal, is it necessary to showcase our bench strength as well?	Yes. Please share the requirement as per the criteria mentioned in the EOI.
80	4d	12	Empanelment Criteria	Hi, will it be considered that a company has presence to deliver if there are team members working in various cities but from home and not office site	May be considered subject to relevant valid documentary proof.
81	4a	8	Scope of Work	Would the location majorly be Mumbai ?	The required location will be mentioned in respective RFP which may be floated later.

82	4a	8	Scope of Work	No. of Resources required in a year in ReBIT	It would based on the ReBIT's project's requirement and will be mentioned in RFP/RFQ that may be issued later.
83	4a	8	Scope of Work	Locations where the contractual resource might have to travel	The requirement will be mentioned in respective RFP which may be floated later.
84	4a	8	Scope of Work	Who will take Final Interview of the candidate	The requirement will be mentioned in respective RFP which may be floated later.
85	6b	18	Annexure B: Minimum Eligibility Criteria	PO, one of the clients we work with at a very large scale gives PO for every single resource deployed, this is the way the client operates. Do we give 100s of those POs? If you may please clarify.	Purchase Order shall be submitted as per the EO/ document.
86	6c	21	Annexure C: EO/ Response Sheet	We have Legal Work Contract as proof of our experience. Can we share those contract copies as proof of experience?	Yes. This can be considered if this covers the staffing services, signed by both parties and legalized

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