



Empanelment of the Service Providers for Staff Augmentation Services

Expression of Interest (EOI)

(Nov 2020)

**Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706**

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Disclaimers and Disclosures

ReBIT has prepared this document to give background information to interested parties for participating in this EOI. While ReBIT has taken due care in the preparation of this EOI document and believes 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 respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by ReBIT in submitting a 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 to modify the requirements as well as add or delete, as the case may be, to meet ReBIT's requirements at any point of time. ReBIT reserves the right not to proceed with the EOI, to alter the Schedule of Events 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 Bidder having the right to object to such reissue.

The proposal in response to EOI should be signed and submitted by a person duly authorized to bind the Bidder to the details submitted in the proposal. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bid. All pages of the bid documents are to be signed by the authorized signatory.

This EOI is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This EOI 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 EOI 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 EOI, are to their own account and ReBIT will not be liable in this respect whatsoever. No reimbursement of cost of any type will be paid to persons or entities proposing a solution.

Please note that any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the EOI issued by ReBIT is not authorized. Any clarification sought can be mailed to email address specified in the data sheet

included in this document. All clarifications sought should be concluded prior to the last date of submission of queries specified in the data sheet.

ReBIT and/or its officers, 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 officers, employees.

Schedule of Events

The following is an indicative timeframe for the overall process. ReBIT reserves right to vary from this timeframe at its absolute and sole discretion and without providing any notice/termination or reasons thereof. Changes to the timeframe will be communicated accordingly.

EOI inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
EOI reference number	ReBIT/2020 / CPO / EOI/ 019
EOI requirement	Empanelment of the Service Providers for Staff Augmentation Services
Method of selection	Based on Evaluation criteria indicated in the EOI
Availability of EOI documents	November 30, 2020 EOI document shall be available on ReBIT’s website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app) Bidder shall refer Annexure – G: Instructions to Bidder for Online Bid Submission
Last date and time for submission of pre-bid queries	December 04, 2020 up to 16:00 Hrs Queries should be submitted in the format prescribed in Annexure - E of this EOI and sent to procurement@rebit.org.in
Pre-bid meeting	December 08, 2020 at 15:00 Hrs Through Video conferencing.

	<p>The video conferencing link will be shared with those bidders who are interested to participate in the meeting.</p> <p>The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at procurement@rebit.org.in along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.</p>
<p>Date of communication of responses to pre-bid queries and corrigendum, if any</p>	<p>December 11, 2020 through ReBIT's website (URL: https://rebit.org.in/procurement) and CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p>
<p>Last date and time for bid submission (on or before)</p>	<p>December 21, 2020 up to 15:00 Hrs through CPPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p>
<p>Date and Time of EOI Response Opening</p>	<p>December 22, 2020 4:00 PM</p>
<p>Declaration of empanelled vendors</p>	<p>To be communicated later</p>
<p>Name and address for communication</p>	<p>Head CPO Procurement COE, Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai - 400706 Email: procurement@rebit.org.in</p>

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1. About ReBIT

Reserve Bank Information Technology Private Limited (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 of India and its regulated entities. ReBIT advises, implements and monitors internal or system-wide IT projects (both existing & new) of the Reserve Bank of India and manages critical IT systems of the Reserve Bank as mutually decided. It ensures the cyber security of RBI's IT systems through implementation of universal frameworks and best practices to manage cyber risk. ReBIT also assists RBI in the IT Systems examination and cyber resilience assessment of regulated entities, advises on emerging threats in cyber security, supports in cyber security incident analytics and undertakes cyber security risk assessments both for existing regulated entities and new entrants. ReBIT also engages with key stakeholders to promote best practices, engage in technology policy research and promotes innovation in use of technology.

2. Objective of the EOI

ReBIT is in process to strengthen its Verticals/Functions/Departments by engaging potential Service Providers to provide Staff Augmentation Services for its project needs. In this regard, ReBIT wishes to identify and empanel suitable service providers having capabilities, experience and expertise to provide good and reliable resources in the field of IT/Technology Services. The objective of this EOI is to empanel vendors who are willing to engage with ReBIT on staff augmentation basis across a wide set of IT service categories.

This EOI is not an offer by the ReBIT, but an invitation to receive responses from the Bidders. No contractual obligation shall arise from the EOI process.

ReBIT reserves the right to reject or withdraw the request of EOI and no correspondence shall be entertained.

3. Definition of Terms

Definitions – Throughout this EOI, unless inconsistent with the subject matter or context:

1. Bidder/ Service Provider – An eligible entity/firm submitting a response to this EOI. The legal entity who signs and submits the bid.
2. ReBIT/ Purchaser – Reference to “ReBIT”, “the ReBIT” and “Purchaser” shall be determined in context of this EOI.
3. Proposal/ Bid – the Bidder’s written reply or submission in response to this EOI.
4. EOI – the Expression of Interest (this document) in its entirety, inclusive of any addenda that may be issued by the ReBIT.
5. Services– All services, scope of work and deliverables to be provided by a Bidder as described in the EOI.
6. Authorised Signatory – The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder.

4. Expression of Interest (EOI) details

a. Scope of work

1. The primary scope of this Expression of Interest is to select a pool of Service Providers to cater Staff augmentation requirements of ReBIT for specific and different set of skills and services categorized below but not limited to the same.
2. The Service Provider should be able to provide resources to ReBIT within the defined timelines (within 15 Days max or as defined in the respective RFP/RFQ etc.) as per the defined evaluation process and the resources shall be on-boarded accordingly.
3. Minimum Empanelment criteria have been listed and it is expected from Bidder to respond and submit all the required set of documents. ReBIT will assess all the submission along with the set of documents as per the empanelment criteria and shall also validate the submitted documents and identify the potential bidders for the empanelment.
4. The identified Bidders will receive the requirement details as and when the need arises.
5. The requirement details may consist of Total no. Of Positions, Designation, Location, Engagement Timeline, Experience Level for each position, Detailed Job description (Primary and Secondary Skills and Responsibilities) and shortlisting Process along with the defined target date to fulfil the required position.
6. The empanelled Bidders will require to provide the quotation along with the required number of profiles against the requirement and submit it within the defined timeline. The quotation will be assessed by ReBIT and shortlist the Service Providers who shall work on those requirements for the fulfilment:
 - a. The Service Providers shall submit the defined number of resumes against each position as mentioned in the respective RFP/ RFQ Document
 - b. The submitted resumes should be scrutinized by the service provider for basic HR and Technical skills before submitting to ReBIT.
 - c. Each submission should have HR and Technical Feedback attached to it along with the defined marking system.
 - d. The Candidates may go through the ReBIT Online Test as a filtering process and the candidates as per threshold score criteria will be processed further.
 - e. The shortlisted candidates may be processed further for Technical discussions and Project Fitment discussions.
 - f. If the candidate is selected, then Service Provider must perform background verification (BGV) process before the joining of the resource. The background verification shall consist of the Resource's Identity, Education, Work Experience, Police Verification and others, if any. The BGV report should be submitted to ReBIT prior to joining date of the resource.

- g. In case, the Service Provider is unable to complete the BGV process prior to the joining of the resource then he should submit the same within 15 days or mutually agreed timeline.
- h. ReBIT might also perform their own Background verification process on the deployed contractual resource. In case of negative/Contradiction, the same can lead to the termination of the resource and the service provider shall provide replacement resource on immediate basis (If requested by ReBIT) or ReBIT will reserve the right to acquire resources on its own.
- i. The resources will be monitored on on-going basis. In case of non-satisfactory performance, the service provider shall provide replacement resource on immediate basis (If requested by ReBIT) or ReBIT will reserve the right to acquire resources on its own.
- j. Proposed IT Resources Hiring Model – The Service Provider needs to provide details of the various staff augmentation model on which they can offer and ready to work with ReBIT.
- k. The selected candidate should be on Service Provider’s Payroll only and will be responsible for all statutory compliances, salaries, insurance, employee welfare etc.
- l. Skills and Service categories in scope are:

- a) **Application Development and Maintenance Services**

Primarily caters to commodity or generic skills across technologies like Java /.NET/Oracle/SQL/PHP/Drupal/Angular/Microservices/JavaScript/NPM in bespoke application development or maintenance projects.

- b) **Mobility Services**

Development and maintenance of Progressive Web Apps, Native or Hybrid mobile applications.

- c) **Visualization/ Interaction (UI/UX) Design Services**

UI UX consulting, design and development for web, mobile and desktop applications.

- d) **Business and Technology Consulting Services**

Value adding services like Business Analysis, Business Process Reengineering, Application Architecture, Enterprise Architecture, Technology Architecture, Data Architecture, Project & Program Management, Application Rationalisation etc. Exposure to BFSI domain is preferred.

- e) **Testing Services**

Functional, Automation, Performance testing, Penetration testing in both Waterfall and Agile development cycles for web/mobile/desktop applications.

f) Automation Services

DevOps, Tool or script-based Automation, Robotic Process Automation (RPA) etc.

g) Infrastructure Services

Implementation, configuration, testing, maintenance and support for infrastructure components such as Network, Active Directory, Load Balancers, Storage, Compute, Proxy Server and Firewalls, Web Access Firewalls (WAF), Network Admission Control (NAC), Physical Perimeter Security Solution / Access Control Solution, end-point DLP, MDM Solutions, Virtualisation Platforms, Cloud Platform etc.

h) Enterprise Services

Implementation, customisation, configuration, testing, maintenance, support and administration for Enterprise wide tools like:

- Databases (Oracle, MS SQL, MySQL etc.)
- SAP (Functional-HCM/MM/FI, ABAP, Portal, SolMan and Basis)
- PeopleSoft
- SAS eGRC, GCM etc.
- Project and Portfolio Management (PPM)
- Microsoft SharePoint
- Content Management packages like Open Text Document Management, Adobe, Liferay, Sitecore and relevant technologies like Drupal etc.

i) Data Science and Artificial Intelligence (AI) Services

Implementation, configuration, testing, maintenance and support in Big Data (Hadoop), R, Python and Machine Learning algorithms, Business Intelligence Visualization tools (Tableau, Microsoft Power BI) and ETL Tools. AI including Machine Learning services are also envisioned.

j) Helpdesk/Support Services:

Provisions for basic L1 & L2 support services for any application business application or any enterprise platform.

b. Expectations from Bidders

1. The Bidder shall possess the professional and technical staff necessary to perform the information technology staff augmentation services and the staff shall have sufficient skill and experience to perform the services assigned to them.
2. All of the information technology related staff augmentation services to be furnished by the Bidder under this Expression of Interest shall meet the professional standard

and quality that prevail among information technology professionals in the same discipline and of similar knowledge. The Bidder shall provide, at its own expense, training necessary for keeping contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

3. The Bidder shall render services identified by the ReBIT and shall be paid upon mutual agreement.
4. The Bidder shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and statutory approvals of whatever nature that are legally required to perform the information technology staff augmentation services.
5. The bidder is also liable to make good any material or non-material loss suffered by ReBIT on account of resources supplied by the bidder.

c. Eligibility Criteria

Each bidder is expected to meet all the set of minimum Eligibility Criteria mentioned in **Annexure B**. ReBIT will assess the overall EOI response, including the completeness of Information submitted and the appropriateness of the supporting documents submitted to decide on empanelment.

d. Empanelment Criteria

The Evaluation of EOI will be done for the eligible bidders who meet the Minimum eligibility criteria based on the following parameters.

The bid will be examined by ReBIT and may call for clarifications/additional information from the Applicants which must be furnished within the stipulated time.

The applicants shall be evaluated based on the following parameters on a scale of 100 based on the information furnished at Annexure C.

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
3	Numbers of Client Credential/ Feedback letters for IT Resources/Contingency Work Force/Temp Labour	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 - Pan India Or Major Metro cities	10

ReBIT will empanel **Top 15 Service Providers (Highest Scorers)** against the aforesaid criteria.

The following marking system will be used for providing scores to each bidder.

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

5. Bidding Process

a. Instructions for Bid Submission

1. The EOI response shall NOT contain any pricing or commercial information at all and if the response contains any price related information, then that bidder would be disqualified and would NOT be processed further.
2. Bidders are permitted to submit only one response. More than one response should not be submitted. All bids should be unconditional.
3. The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidders must ensure that the Non-disclosure agreement (NDA) given under section in [Annexure D](#) is signed by the Bidder's Authorised Signatory. Relevant documentary evidence authorizing the authorised signatory to sign must be uploaded along with the bid. Responses without a signed NDA will be rejected.
4. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the bidding process.
5. Bidder shall use the format as specified in [Annexure A](#), [Annexure B](#) and [Annexure C](#) of this EOI, along with the supporting documentation, to prepare the response.
6. Bidder shall submit the response in electronic format, as a single readable PDF document with all the pages digitally signed by the authorised signatory, upload it on the CPPP e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>). The bids which are not readable or are not digitally signed as per the stated need, will be disqualified.
7. All bids must be submitted before the EOI timelines. Receipt of the bids shall be closed as mentioned in the EOI Schedule.
8. Responses received after due date and time are liable to be rejected, responsibility rests with the Bidder to see that their EOI response is received on time.
9. The authorised signatory representing the bidder shall digitally sign all pages of the response. The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the response. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. All pages of the bid documents except brochures if any are to be signed by the authorised signatory. All the pages of the bid should be serially numbered.
Forms with respective Power of Attorney should be submitted and signed by the authorised signatory. Unsigned bids would entail rejection of the bid.
10. The offers should be made strictly as per the formats specified.
11. The Bid should not contain any erasures, over-writings or corrections using whiteners. Any corrections to be made would be by striking through the content being corrected and duly authenticating the corrections.
12. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding

- Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
13. No rows or columns of the bid should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
 14. The ReBIT may at its discretion abandon the process of the selection of Bidder any time before declaration of empanelled vendor list.
 15. The Bidders may note that no information is to be furnished to the ReBIT through e-mail except when specifically requested. ReBIT can seek clarification/ information from the Bidder if required.
 16. It may be noted that all queries, clarifications, questions, relating to this EOI, technical or otherwise, should be by email only to the designated email id procurement@rebit.org.in. For this purpose, communication to any other email id or through any other mode will not be entertained.
 17. The bids will be opened as mentioned in EOI Schedule. The bids will be opened online in the presence of authorised representatives of the Bidders. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled date/time at the sole discretion of the ReBIT.

b. Pre-Bid meeting

1. ReBIT will schedule a pre-bid meeting after the EOI is issued.
2. Any pre-bid queries can be sent to the designated email id procurement@rebit.org.in till the date and time mentioned in the EOI timeline will be formally responded to and questions / points of clarification and the responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking points of clarification will not be revealed. Alternatively, ReBIT may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this EOI should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
3. Bidders Queries Pro-forma (as given in [Annexure E](#) for Bidders queries) should be emailed to the ReBIT only on the designated email ID procurement@rebit.org.in in Microsoft excel format only.
4. Pre-Bid meeting will be held through Video conferencing. The video conferencing link will be shared with those bidders who are interested to participate in the meeting. The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at procurement@rebit.org.in along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.
5. In case the Bidder's representative is not present in the pre-bid meeting, the meeting will proceed as per schedule at the sole discretion of ReBIT.

6. ReBIT reserves the right to pre-pone or post-pone the pre-bid meeting date and/or change its venue. The Bidders will be informed of any changes to the date / venue of pre-bid meeting on the ReBIT website in advance.
7. All points discussed during the pre-bid meeting, if need be, may be posted on the ReBIT website along with their responses.
8. No queries will be entertained after the Pre-Bid meeting.

c. Amendments to this Document

1. Amendments to this Document may be issued by the ReBIT for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, prior to the deadline for the submission of bids, which will be placed on the ReBIT website.
2. The amendments on the ReBIT website will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the EOI. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, the ReBIT may at its discretion extend the deadline for submission of bids.

d. Notification

ReBIT will publish the list of empanelled vendors on ReBIT website after finalisation of EOI evaluation process and shortlisting the bidders.

e. Duration and Condition of Engagement

1. The selected bidders will be empanelled for the period of three years post declaration allowing the Service Providers to participate in staff augmentation RFP/RFQ Limited tenders.
2. Successful vendor for every subsequent RFP/ RFQ/Limited tender shall enter a contract with ReBIT and shall be required to staff the resources as per the terms mentioned in RFQ/Limited tender. [Annexure F](#) provides a view of the sample, subject to change depending on the need of the individual RFP/ RFQ/Limited tender.
3. ReBIT may review vendor performance every year and decide on continuation of empanelled Service Provider at the end of the year.
4. Empanelled vendors shall be removed from the list and shall be blacklisted for any more or upcoming bids at ReBIT for not participating in RFP/RFQ more than 3 times or Vendors who are not able to comply to the statutory Compliances.
5. ReBIT also reserves the right to remove any vendor from the empanelled list at any time without assigning any reason whatsoever. The vendor will not have any right to object to the exclusion.

6. Annexures

a. Annexure A: Submission Covering Letter

[Insert: Location, Date]

To:

The Chief Executive Officer

Reserve Bank Information Technology Pvt Ltd. (ReBIT),

502, Building No 1, MindSpace Juinagar, Nerul, Navi Mumbai – 400706

Madam/Dear Sir:

We, the undersigned, hereby offer to provide staff augmentation services in accordance with your Expression of Interest dated *[insert: Date]* and our response. The list of service categories and Type of Industry we intend to cater to are as below:

#	Service Category	Coverage (Yes/No)
1.	Application Development and Maintenance Services	
2.	Mobility Services	
3.	Visualization/ Interaction (UI/UX) Design Services	
4.	Business Consulting Services	
5.	Testing Services	
6.	Automation Services	
7.	Infrastructure Services	
8.	Enterprise Services	
9.	Data Science Services	
10.	Helpdesk/Support Services	

Industry Type:

#	Industry Type	Coverage (Yes/No)
1	Financial Technology (FinTech)	
2	Wi-Fi Network Services	
3	Video Surveillance Services	

4	Data Center Services / Facility Management Services	
5	Network/ ICT Security	
6	Enterprise Solution / ERP	
7	Telecom/ Network Services and Its Operations and Maintenance	
8	Mobile Application Development	
9	Software/Application Development including Web Development and AMC	
10	Surveys/OFC Laying/Utilities and Maintenance etc	
11	SD-WAN-Software Defined Wide Area Network	
12	IT Solutions/E-Governance solutions for Government departments/PSUs	
13	Consultancy and Digital Transformation	
14	Any other specific Specialization / Services (If Yes, then please mention)	

We are hereby submitting our response and declare that all the information and statements made in this response are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this EOI, and the stated Terms and Conditions.

We fully understand and recognize that REBIT is not bound to accept this response, that we shall bear all costs associated with its preparation and submission, and that REBIT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details: *[Please mark this letter with your company seal]*

b. Annexure B: Minimum Eligibility Criteria

Sr. NO	REQUIREMENTS	YES / NO	List of Documents to be Submitted
1	The Bidder must be an entity registered with the Registrar of Companies under Companies Act, 1956/2013		<ul style="list-style-type: none"> • Copy of the Partnership deed/ Bye Law / Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. • GST registration number, as applicable
2	The Bidder should have a positive net worth in last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020.		Audited Balance sheets along with profit and loss statement to be submitted/ or Certificate of the Chartered Accountant for preceding three years.
3	The Bidder should have booked net profit in last three (3) financial years, i.e. 2017- 18, 2018 - 19, 2019-2020.		Audited Balance sheets along with profit and loss statement to be submitted/ or Certificate of the Chartered Accountant for preceding three years.
4	Bidder should have experience of minimum three years in providing staff augmentation services.		Copy of the Purchase Orders for each of the last three financial years to be submitted.
5	Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad.		Declaration is required on bidder's letter head.
6	There is no court case or insolvency proceedings pending against the bidder. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the EOI, it shall provide details of the case /action(s).		Declaration is required on bidder's letter head.
7	The Statutory compliance to be supported for Employee Welfare by Documentary Evidences.		Submission of required certificate/s and/or provide declaration is required on bidder's letter head.

Sr. NO	REQUIREMENTS	YES / NO	List of Documents to be Submitted
	(Employees Provident Fund, Employees' State Insurance Sexual Harassment of Women at Workplace Act, 2013, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Payment of Bonus Act, 1965', Etc.)		

Note: The Bidder should submit relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the bidder shall be liable to be disqualified without any notice and the bids of the bidder may not be processed further.

c. Annexure C: EOI Response Sheet

*[The Bidder shall fill in this Form in accordance with the instructions indicated below.
No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: [insert date (as day, month and year) of Proposal Submission]

Sr No.	Pointers	Details
	Organization's Details	
1	Bidder's Organization Name	
2	Bidder's Legal Name	
3	Bidder's Country of Registration	
4	Bidder's Year of Registration	
5	Bidder's Legal Address in Country of Registration:	
6	Bidder's Authorised Representative/s Information Name: Address: Telephone/Fax numbers/Cell Number: Email Address:	
7	Status of the firm (Company/ Firm/ Proprietary) enclose the supporting documents	
8	Bidder's PAN Card and GST Number	
9	Different office location along with address and contact details	
	Experience Details	
10	Current manpower availability with split by technology/underlying skill for each service category (Excluding Contractual Roles)	
11	Lead time for fulfilling any staffing request	
12	Details of similar work done over last 3 years with a brief description and the associated value (in Lacs INR)	

13	Readily Manpower/Resources Availability - Skill Wise	
14	Client Names, Brief Description of work, Value of services provided, and Total No. of Resources deployed against each Service category /Technology & their duration	
15	Client credentials/Feedback letters for Deployed IT Resources - Top 5 Clients	
16	Services like Background Verification Process, Replacement Process for Absconding or Back Out Cases (Please submit Process document)	
17	Proposed Staffing Model (Please provide inputs in detail)	
18	Resource Back Up/ Contingency Plan (Please submit the process document)	

d. Annexure D: Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai - 400706

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding for Expression of Interest (EOI) floated for **Empanelment of the Service Providers for Staff Augmentation Services**, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to ReBIT (including its parent organisation) and its business that is provided to us at any time before, during the course of this engagement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the EOI and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for Expression of Interest, with your prior written consent;

- To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
- For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.
7. This undertaking shall not apply to Confidential Information that:
- Is in the public domain at the time it is acquired by us;
 - Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

Yours sincerely

Signature and Stamp of Company
[*Authorised Signatory (same as signing the proposal)*]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms.

e. Annexure E: Bidders Queries Pro-forma

Contact Details		
Name of Organization submitting request (Enter Full Legal Entity name)	:	
Full formal address of the organization	:	
Tel	:	
Fax	:	
Email	:	
Name & position of person submitting request		
Name	:	
Position	:	

Sr No	EOI Section Number	EOI Number	Page	EOI Point Number	Query Description

f. Annexure F: Sample Contract

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/Limited Tender 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 RFQ, 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 (A)	
Per month Cost for 1 resource (B)	
Duration of engagement in months (C)	
Total cost (A x B x C) (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:

1. 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.
2. 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 EOI 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 RESPONSIBILITIES 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 *[insert: Duration in months]*. The term can be extended further based on the project needs. The Vendor needs to submit the Change Request form. 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 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: *[insert: Authorised Signatory Name] [insert: Authorised Signatory Designation]*

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

Email: *[insert: Authorised Signatory E-mail]*

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 EOI) 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

[insert: Authorised Signatory Name]

[insert: Authorised Signatory Name]

[insert: Authorised Signatory Designation]

[insert: Authorised Signatory Designation]

[insert: Date]

[insert: Date]

(Authorised Signatory)

(Authorised Signatory)

g. Annexure G – Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
