

With reference to the queries received from the bidders for the RFP (Request for Proposal) for “Engaging a Service Provider for Local Area Network/Hardware Maintenance & Allied Services ” and the pre bid meeting held on 19-07-2016, the clarifications/response of Town and Country Planning Department, Haryana, is provided here under. This is to be read along with the initial RFP released on 01-07-2016.

S.No	Reference	Subject/ existing clause	Clarification sought	Suggestions / remarks (if any)	Query Submitted By	Department's Response
	(Page No./Para/Sub Para No.)					
1	Page no. 07 / point No. 1.16 / S.No. 4	Manpower	As per your tender you have asked for SWAN experience required for tender qualification. As per our understanding SWAN networking experience is similar to normal networking experience. Kindly clarify whether the word SWAN indicates to normal networking or not.		SAP COMPUTERS	<b>Clarification:</b> The referred clause is for Experience in handling Networking and Maintenance projects and nowhere talks about SWAN experience.
2	Page no. 06 / point No. VI	Short term engagement of professionals	Kindly clarify the meaning of <b>short term engagement</b> of professionals. As it is mentioned that manpower shall be provided to the department on requirement basis, What shall be the exact duration for which manpower is to be provided ?		ASSET TECHNOLOGIES	<b>Clarification:</b> The engagement of professionals will be for a minimum period of 6 months. The Selected Service provider will be intimated about the manpower requirement as and when required. For evaluation of the proposal the cost of manpower will be considered for the entire period of three years. However, the selected Service Provider will be paid for the manpower on Pro-rata basis at the rate of <b>per month rate</b> quoted for the manpower.
3	4 ( E)	e) Download updates/ patches by Microsoft and upgrade all computers on the network. (for all desktops i.e. currently existing; 123 No.s and to be provided in future; 250 no.s)	<b>Request for Modification:</b> Download updates/ patches by Microsoft and upgrade all computers on the network. (for all desktops i.e. currently existing; 123 No.s and to be provided in future; 250 no.s). Upgrades shall be limited to free and open source software. Any upgrade which is chargeable shall be borne by the customer.		WIPRO	Agreed Download updates/ patches by Microsoft and upgrade all computers on the network. (for all desktops i.e. currently existing; 123 No.s and to be provided in future; 250 no.s). Upgrades shall be limited to free and open source software. Any upgrade which is chargeable shall be borne by the customer.
4	6 (III)	In case of failure to adhere to any of the requirements as prescribed above, a penalty, ranging from 5% to 20% of the monthly payment as decided by the DGTCP depending upon the nature of lapse, can be imposed by the client, after grant of a hearing to the Service Provider	<b>Request For Modification:</b> The overall maximum penalty that can be imposed upon Wipro under this agreement shall not exceed 5% of Quarterly Contract Value.		WIPRO	<b>As per the revised SLA</b>

5	10 (3.6)	The Financial Proposal should be inclusive of all taxes/charges etc., including, local taxes/service charges etc., if any.	<p><b>Request For Addition:</b> In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer</p>		WIPRO	<p><b>Agreed</b> In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the Department. Similarly, in case of any new tax regime, if the taxes are reduced, the Service Provider shall charge accordingly.</p>
6	17 (3) (d)	(a) The Service Provider will have to produce the register of wages or the register of wages-cummuster roll of the three months along with the quarterly bills to be submitted to the nominated official of Department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.	<p><b>Request For Deletion</b></p>		WIPRO	<p><b>Clarification added at the end</b> Alternately, the Service Provider shall have to submit a copy of the salary slip of the three months along with the quarterly bills to be submitted to the nominated official of Department.</p>
7	17 (4)	The Service Provider shall submit on a quarterly basis the bills for the services rendered to enable the Department to verify and process the same.	<p>Request for modification Terms of Payment: Payment for Services to be rendered shall be made as quarterly advances. Payment for deliverables shall be made as monthly arrears. Upon submission of invoice by Wipro, the Customer shall within 7 days, accept / reject / seek additional period of 7 days to confirm the invoice, failing which the invoice will be deemed accepted. In the event Customer disputes an invoice, 20% of the value of disputed invoice shall be withheld. Upon the dispute being settled, the amount withheld may be released or further sum as mutually agreed may be deducted from the subsequent invoice. If the Customer does not pay within 30 days of invoice, then Wipro shall charge an interest of 1.5% per month on the amounts due from the due date till the actual payment date.</p>		WIPRO	<p>Suitably Modified The Service Provider shall submit on a quarterly basis the bills for the services rendered to enable the Department to verify and process the same. The Department shall make all efforts to ensure that the payment to the bills raised by the Service Provider are made within 45 days of submission of the bills.</p>

8	18 (8) (b)	<p>The Service Provider shall forthwith upon being required by the Department, allow Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discover of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge</p>	<p><b>Request For Modification:</b>  The Service Provider shall forthwith upon being required by the Department, allow Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider, except internal cost data and other sensitive financial data. The Service Provider shall also cooperate in good faith with Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discover of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies ; subject to the penalty clause or overcharge</p>		WIPRO	<p>Suitably Modified  The Service Provider shall forthwith upon being required by the Department, allow Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider, except internal cost data and other sensitive financial data. The Service Provider shall also cooperate in good faith with Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discover of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge</p>
9	19 (10)	<p>In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment</p>	<p><b>Request For Addition:</b>  Any excess cost due to Risk Purchase that will be recovered from Wipro due to any such reason shall not exceed by more than 5% of the price / rates quoted.</p>		WIPRO	<p><b><u>NOT ACCEPTABLE</u></b></p>

10	20 (13) (a )	(a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.	Request For Modification: Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.		WIPRO	<b>Agreed</b> Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof.
11	20 (13)		<b>Request For Addition:</b> Upon termination, all rights and benefits granted by this Agreement shall revert to the respective parties and Customer shall pay all amounts due to Wipro upto the effective date of termination		WIPRO	<b>Agreed</b> Upon termination, all rights and benefits granted by this Agreement shall revert to the respective parties and Customer shall pay all amounts due to Service Provider upto the effective date of termination
12		<b>Limitation of Liability</b>	Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement and the aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of first claim. Total Aggregate liability of Wipro for all claims shall not exceed the total fees received by Wipro under this Agreement.		WIPRO	<b>Agreed</b> Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement and the aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of first claim. Total Aggregate liability of Wipro for all claims shall not exceed the total fees received by Wipro under this Agreement.

13		<b>Subcontracting</b>	Wipro may permit anyone other than Wipro personnel to render the Services or any part thereof under this Agreement or any Statement of Work issued hereunder, provided however that Wipro shall be responsible for the performance of the agents so appointed.		WIPRO	<b><u>Clarification</u></b> It is however clarified that for Setting up of LAN, the Service Provider may engage professionals on short term basis. In such case the responsibility of getting the LAN setup done shall still lie with the selected Service Provider. For all other services to be provided under the contract no subcontracting is allowed.
14		<b>Warranty</b>	Customer acknowledges that Wipro does not provide any warranty in respect of the components replaced and the defective parts will be the property of Wipro Ltd.; The Customer represents and warrants that it has or will obtain or will arrange for all requisite approvals, consents, logon Credentials to carry on its business, and for Wipro to undertake and perform the Services.		WIPRO	<b><u>Suggestion withdrawn after discussion in pre-bid meeting</u></b>
15		<b>Intellectual Property</b>	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Wipro may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Wipro, and no rights shall be deemed to have accrued to the Customer.		WIPRO	<b><u>Suggestion withdrawn after discussion in pre-bid meeting</u></b>
16		<b>Customer Information</b>	Wipro may also share contract / engagement / project details and relevant documentation to its customers / prospective customers solely for the purpose of, and with the intent to, evidence and support its experience earned under this Agreement.		WIPRO	<b><u>Suggestion withdrawn after discussion in pre-bid meeting</u></b>
17		<b>Savings Clause</b>	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by the Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.		WIPRO	<b><u>Suggestion withdrawn after discussion in pre-bid meeting</u></b>

18		<b>Assignment / Discounting of Receivables</b>	Customer hereby agrees and provides consent to Wipro to have unhindered right to assign the receivables under this Contract to a financial or banking institution or any other institution / organization engaged in the business of funding. For avoidance of doubt, such assignment may include but is not limited to sale of receivables.		WIPRO	<b><u>Suggestion withdrawn after discussion in pre-bid meeting</u></b>
19	1.5, Pg 2	LOCAL AREA NETWORKING	a) Install wired LAN in all the offices for the remaining nodes as per the information given in Appendix A within a period of <b>30</b> days from the date of award of contract.		WIPRO	a) Install wired LAN in all the offices for the remaining nodes as per the information given in Appendix A within a period of <b>45</b> days from the date of award of contract.
20	1.5-II, Pg 4	HARDWARE Maintenance; Comprehensive warranty of the Hardware	<b>Request for Deletion:</b> The spares required for repair of hardware will be provided by the department as per the requirements raised by the Service Provider.		WIPRO	<b><u>Agreed:</u></b> The AMC shall include comprehensive maintenance, meaning thereby that any spares required for the service shall be provided by the Service Provider except for the Hardware deployed at Directorate.
21	1.6, Pg 6	<b>Uptime</b>	Keeping in view the existing requirements it was decided that an additional Engineer needs to be deployed at the Directorate, thus increasing the total number of such engineers required to be deployed to Six.		Pre Bid Deliberation	<b><u>Incorporated:</u></b> One Engineer is required to be deputed at the Headquarter to attend and resolve all Hardware / Internet / SWAN / LAN related issues. Any spare required for the repair at the Headquarter shall be provided by the Department. The responsibilities of the Engineer shall include all the activities mentioned at Section 1.5-II & III above.

