

Response of department towards the clarification sought by the companies

Sr. no.	Name of Company	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification	Response by the Department
1	Wipro/HCL	Page no.4, Section 1.0, Sr. no. 12.	Earnest Money deposit (EMD) through online mode	It is requested to submit the EMD in form of Bank Guarantee (BG)	As per RFP
2	Wipro	Page No.8, Section 2.1.1	Support to 37 Schools of ICT Phase-I	We request you to share the details of missing & faulty equipment. We will only repair the equipment and will not supply against missing equipment.	If any part is found missing, PICTES will arrange that part.
3	Wipro	Page no. 9, Section 2.1.2	Support to 202 Schools of Phase=-II	We request you to share the details of missing & faulty equipment. We will only repair the equipment and will not supply against missing equipment.	If any part is found missing, PICTES will arrange that part.
4	Wipro	General Query		Are there any DMP/Laser Printers to be supported during the contract tenure.	No
5	Wipro/HCL	Page 11, Section 2.2.1	There may be some hardware complaints pending in 239 Schools covered under ICT Phase-I& II (mentioned in above 2.1.1 & 2.1.2) as hardware installed in these schools is being maintained at schools level. The bidder will be responsible for making all hardware functional within 30 days from date of agreement. No extra cost will be given to vendor to make all the hardware functional even in all those conditions where hardware is non-functional before contract. The interested bidders may conduct a survey to find the percentage of non-functional hardware installed in these 239 schools and price may be quoted accordingly	Material beyond repairable conditions will be replaced on chargeable basis. Please give atleast 60 days time.	Kindly refer to corrigendum
6	Wipro	Page 11, Section 2.2.3	Replacement of hardware in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the contract period of three (3) Years.	We need Department/Schools to intimate us within 48 hours after any incident of theft. All intimation received later than 48 hours will not be considered for replacement.	Kindly refer to corrigendum
7	Wipro	Page 11, Section 2.2.9	The contract value include maintenance of all UPS batteries installed in 2810 schools and replacement any number of times when these become unserviceable	You are requested to modify the clause as "The contract value include maintenance of all UPS batteries installed in 2810 schools and replacement any number of times when these become unserviceable except physical damage".	As per RFP
8	Wipro	Page 15, Section 3.5	No Deviations	Allow deviations	As per RFP

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9	Wipro/HCL	Page 21, Section 3.14.2, Sr. no. iii	Two L1 bidders will be selected in the commercial bid. One L1 is for 2324 schools of Phase I, II&III and Second L1 for 486 schools of Phase-IV.	Department is requested to select only one L1 bidder as there are some shared costs like helpdesk etc for all phases. This will significantly lower down the project cost.	As per RFP
10	Wipro	Page 22, Section 3.17.5, Sr. No. IV	PICTES incurs any loss due to Service provider s negligence in carrying out the project implementation as per the agreed terms & conditions.	It is requested to remove this clause.	Accepted
11	Wipro	Page no. 25, Section 4.3.3	If any equipment/part is damaged for any reason during the contract period, the HMSP is liable to replace the same with the same or higher configuration with no extra cost. The downtime due to such components would be taken into account for calculation of SLA. All breakdown calls in Hardware/Software installed in labs are to be resolved by HMSP irrespective of reason of fault i.e. Physical & Electrical damage	Requested to amend the clause as "If any equipment/Part is damaged due to HSMP negligence during the contract period, the HSMP is liable to replace the same with the same or higher configuration with no extra cost. The downtime due to such components would be taken into account for calculation of SLA. All breakdown calls in Hardware/Software installed in labs are to be resolved by HSMP irrespective of reason of fault i.e. physical & electrical damage but not to the extent beyond repairable conditions. Department will ensure proper earthing (N-E<=2V) in all schools.	As per RFP
12	Wipro	Page 25, Section 4.3.4	Replacement of parts/component beyond repair with parts/component of same or better configuration ensuring compatibility. Replacement of defective parts with sub standard or refurbished parts will not be allowed.	We will use repaired parts.	Kindly refer to corrigendum
13	Wipro	Page 25, Section 4.3.8	In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of HMSP, from any other source and shall be deducted from his next lease/contract payment.	Please add :- The above clause shall be subject to the condition that any excess cost due to risk purchase that will be recovered from Wipro due to any such reason shall not exceed by more than 10% of the price/rates quoted.	As per RFP by following the Government procurement procedure
14	Wipro/HCL	Page 25, Section 4.3.11	Client can move the equipment from one location to another with the help of HMSP	with a condition that during any such movement if any part get damaged, it will be repaired/replaced on chargeable basis.	In case the damages will be on the part of the Client.
15	Wipro	Page 25, Section 4.3.14	In case of failure on part of the HMSP Provider with regard to such services, HMSP shall liable to be blacklisted and bank guarantee if any will be forfeited. The HMSP shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.	Requested to amend the clause as "In case of failure on part of the HMSP Provider with regard to such services, Contract can be terminated and bank guarantee if any will be forfeited. The HMSP shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.	Kindly refer to corrigendum

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16	Wipro	Page 26, Section 4.3.17	The Selected Bidder shall be required to maintain a school engineer minimum ratio of 40-45:1. However, HMSP will engage more engineers to achieve the SLA. The resident engineers must have 3 Year Diploma or Graduation with One year diploma in hardware & networking and at least 1years experience in hardware & networking maintenance. To maintain the quality of service, the bidder should not sign with any partner or subcontract this contract further for manpower hiring. All deployed personnel should be direct employee of the bidder with a valid Employee code and good skills in their area of service delivery.	Requested to amend the clause as "The Selected Bidder shall be required to maintain a school engineer minimum ratio of 45:1. However, HMSP will engage more engineers to achieve the SLA. The resident engineers must have a Diploma or Graduation and at least 1years experience in hardware & networking maintenance.	Kindly refer to corrigendum
17	Wipro	Page 26, Section 4.4	Helpdesk Regarding	Please clarify as where helpdesk facility is to be set up as this will impact the costing of project. If helpdesk is to be created in PICTES office, the required infrastructure like furniture, electricity, space, power backup etc. is to be provided by PICTES.	Kindly refer to corrigendum
18	Wipro	Page 26, Section 4.6.1	The entire amount shall be released in six equal half-yearly instalments during contract period of three (3) years	Request to amend the clause as "The entire amount shall be released in 12 equal quarterly instalments during contract period of three (3) years."	As per RFP
19	Wipro	Page 27, Section 4.7	The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc if any	Request to amend the clause as "The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc if any. Any increase/decrease in taxes including service tax, entry tax, duties, and license fees etc if any is to be borne by PICTES.	Kindly refer to corrigendum
20	Wipro	Page 27, Section 4.8.1	In case of any loss, theft, fire, burglary or damage, HMSP shall replace those items within 4 weeks after the receipt of FIR copy.	Request to amend the clause as "In case of any loss, theft, fire, burglary or damage, HMSP shall replace those items within 6 weeks after the receipt of FIR copy. Department ensures to share valid FIR copy within 48 hours of theft incident.	Kindly refer to corrigendum
21	Wipro	Page 27, Section 4.9.1	The overall maximum Liquidated damages for delay in services that can be imposed on HMSP shall not exceed 15% of the value of the delayed deliverable	Request to amend the clause as "The overall maximum Liquidated damages for delay in services that can be imposed on HMSP shall not exceed 5% of the value of the delayed deliverable"	As per RFP

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22	Wipro	Page 27, Section 4.10	Not with standing anything contained herein, the HMSP shall not be liable for any indirect damages such as in the nature of loss of profit or loss of revenue and liability towards direct damages arising direct on account of the cat of omission or commission on the part of HMSP shall not exceed the contract value in this agreement.	Request to amend the clause as " 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"	As per RFP
23	Wipro	Page 28, Section 4.13.1	Client reserves the right to terminate, by prior written notice of 30 days, the whole or part of the contract, at any time for its convenience	Request to amend the clause as " Either Party reserves the right to terminate, by prior written notice of 30 days, the whole or part of the contract, at any time for its convenience"	As per RFP
24	Wipro	Page 28, Section 4.15.1	Client reserves the right to terminate, by prior written notice of 30 days, the whole or part of the contract, at any time for its convenience	Request to amend the clause as " Either Party reserves the right to terminate, by prior written notice of 30 days, the whole or part of the contract, at any time for its convenience"	This clause is not present in RFP
25	Wipro	Page 29,Section 4.19	The HMSP and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the Services, contract or the client s business or operations without the prior written consent of the client.	Request to amend the clause as " The HMSP and its personnel shall not, during the term of this contract, disclose any proprietary or confidential information relating to the Services, contract or the client s business or operations without the prior written consent of the client. "	As per RFP
26	Wipro	Page 39	Battery makes – Reputed & Reliable brands like Exide, Panasonic, and Quanta / Amar raja and must be compatible with UPS OEM. □	In order to maintain the quality of product, it is requested to amend the clause as " Battery makes – Reputed & Reliable brands (Exide, Panasonic, and Quanta / Amar raja only) and must be compatible with UPS OEM."	Kindly refer to corrigendum
27	Wipro	Page 39	Battery specifications	As you have asked to replace the batteries within 5 months of contract signing, it is requested to procure the batteries of those OEM whose manufacturing facilities are in India only to enable early delivery of product and localised services network.	Kindly refer to corrigendum

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28	Wipro	Page 39	Battery specifications	In view of environmental conditions & safety concerns in schools it is highly recommended to procure batteries with PPCB (Poly Proplene Co Polymer) container. This container help to sustain presurre in high temprature (Optimum Temp is 27 Degree). Batteries containers other than PPCB might get explode in high tempratures which is very risky as these batteries are meant to be installed at schools where UPS are kept in open .	Kindly refer to corrigendum
29	Wipro	Page 39	Battery specifications	In view of ensuring product authenticity, it is recommended to procure the batteries with brand embossing on container of batteries.	Kindly refer to corrigendum
30	Wipro	Page 39	Battery specifications	Battery OEM should provide ETDC (Electronics Test & Development Centre) test reports to ensure quality of battery.	Kindly refer to corrigendum
31	Wipro	Page 39	Battery specifications	To ensure the quality of batteries it is recommended to ask for the following quality standards: ISO 9001, ISO 14001, QS9000.	Kindly refer to corrigendum
32	Wipro	Request to ADD	Customer Information	Request to Add:- 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.	After the approval of PICTES
33	Wipro	Request to ADD	General Clause	Request To Add:-Notwithstanding any contrary provision set forth in this Master Agreement or any statement of Work,Wipro shall be permitted at its own cost to assign and /or sell its right to receive payments hereunder and thereunder without obtaining Client's consent. Where Wipro has made a request in writing all amounts payable to Wipro under and/or in relation to this Agreement shall be paid into a specified bank account("Collection and Payout Account"), provided the written request specifies the details of the account.	Not Accepted
34	Wipro	Request to ADD	Non Solicitation	Request To Add:-During the term of this agreement customer shall not,directly or indirectly,hire or solicit for hire,any of the personnel engaged by Wipro without the prior written consent thereof from Wipro.Thus,the customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Wipro at Law or In equity.	Not Accepted

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35	HCL	Page 8, 11 & 27, Point No. 2.1, 2.2.3 & 4.8.1	<p>Punjab ICT Education Society (PICTES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 2810 government upper primary schools.</p> <p>Replacement of hardware in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the contract period of three (3) Years.</p> <p>The installed equipment under the contract shall be fully insured throughout the contract period of three (3) years by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, HMSP shall replace those items within 4 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA.</p>	Department shall take required Insurance coverage and physical security for the up-keep of all equipment as Assets are currently in the name of Department and being the Owner of the goods a Department can only take insurance and not the bidder. Hence requesting to remove the insurance clause.	As per RFP
36	HCL	Page 11 Point No 2.2.2.	In case of Schools covered under Phase- III & IV (mentioned above at 2.1.3 & 2.1.4), the existing service provider shall be responsible for making it functional before handing over the same to the new Hardware Maintenance Service Provider (HMSP) in case of different vendor. New HMSP shall take over all hardware items within 10 days from the date of signing of contract agreement	For checking the health of 2085+239 Schools will take Minimum 3 months to complete. In case the department doesn't have time available, then the successful bidder to update on the faulty equipment found along with rough repair estimate; which should be repaired by the Vendor on receiving written approval from Department and bills submitted for the same. The payment for such repairs to be paid cumulatively within bi-monthly within 15 days of bill submission.	Kindly refer to corrigendum
37	HCL	Page 11 Point No 2.2.3.	Replacement of hardware in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the contract period of three (3) Years	Hardware is owned by Department and Vendor can not take Coverage of these hardware in his Name. As well Vendor will own to maintain the Hardware any insurance and replacement should be owned by School or Department . Clause should be removed.	As per RFP
38	HCL	Page 11 Point No 2.2.7	Old UPS batteries of School covered under ICT Phase-I, II and III (Total no. of schools – 2324) shall be replaced with new batteries of same capacity (like Ah, volt etc.) under buy-back arrangement within 5 months after the signing of the contract agreement. The HMSP will be responsible for supply, installation and Operations & Management (O&M) of new batteries. The HMSP will submit the installation and acceptance report to the client	As per this clause the department will get replaced the batteries on buy back arrangement at a rate card as per make and Model of Battery . This will be extra cost payable by Department. Need clarity on this .	As per RFP

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39	HCL	Page 12 Point 2.2.10 and 2.2.11	Installation or reloading of system software products as decided by the client shall be carried out by the selected HMSP	OS and Software are from different OEM, any update, SW support including license renewal has to be ensured by Department. Vendor ownership will be limited to install the same as and when required basis. The media and the License has to be provided by Department.	Software License will be provided by PICTES.
40	HCL	Page 14 Point No 3.2.10	PICTES reserves the right to increase/decrease the quantity of hardware/no. of schools or cancel the whole contract at any time during the contract period. The HMSP will not challenge such decision on any forum whatsoever	There should be commitment of at least One Year for committed no of Schools / Hardware	As per RFP
41	HCL	Page 15 Point No 3.3.1	Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Commercial Bid. The PICTES reserves right to reject a bid valid for a shorter period as non responsive	This proposal and the terms and conditions mentioned here are valid till 60 DAYS from date of proposal submission unless extension is sought in writing. Bidder shall not be liable for any cost, expense or responsible in any manner in case Bidder chooses not to extend the bid validity. In case Proposal is agreed by both parties prior to expiry of Proposal Validity as per Bidder proposal and this agreement is signed off then this clause Proposal Validity shall no longer be operative.	Kindly refer to corrigendum
42	HCL	Page 19, Point 3.14.1 (6)	Bidder should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008	Request to consider "Bidder or its Parent / Subsidiary Company should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008	Kindly refer to corrigendum
43	HCL	Page 19, Point 3.14.1 (8)	Should have been operating profitably for the last three financial years as of 31st March 2015.	Request to consider "Bidder or its Parent / Subsidiary Company Should have positive networth for the last three financial years as of 31st March 2015.	Kindly refer to corrigendum
44	HCL	Page 19, Point 3.14.1 (9)	The bidder must have an average annual turnover of Rs. 100 Crores over last 3 years as on 31/03/2015 from IT Hardware supply, installation and Maintenance Services. Out of which, at least Rs. 25 crore should be from IT Maintenance Services over last 3 years as on 31/03/2015.	Request to consider " The Bidder or its parent/ subsidiary company should have an average annual turnover of at least Rs. 100 Cr from services business in each of the last 3 financial years.	Kindly refer to corrigendum

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45	HCL	Page 20, Point 3.14.1 (10)	Certifications The Bidder should be ISO 9000/9001:2008 certified.	Request to consider "The Bidder or its parent/ subsidiary company should be ISO 9000/9001:2008 certified or have ISO 27001:2013 for Management of Information Security in the operation and maintenance of Information Assets, Information systems and associated processes that enable IT Operations center in delivering IT Infrastructure management services. Bidder or its parent/ subsidiary company should have ISO 20000-1:2011 for IT managed services, Service Desk operations, Technical Support Services and IT Infrastructure Monitoring & Asset Management.	Kindly refer to corrigendum
46	HCL	Page 20, Point 3.14.1 (12)	The Bidder must have minimum 500 employees on its rolls.	Request to consider "The Bidder or its parent / Subsidiary company should have at least fulltime 500 IT technical personnel and 50 ITIL certified professionals on its payroll.	Kindly refer to corrigendum

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47	HCL	Page 22 Point No 3.17.1	<p>3.17 Performance Bank Guarantee (PBG)</p> <p>3.17.1 The successful bidder will furnish Performance Bank Guarantee within 15 working days from the notification of award, for a value equivalent to 10% of the total cost of contract.</p> <p>3.17.2 PBG shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.</p> <p>3.17.3 The successful bidder will be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the successful bidder fails to submit performance guarantee within the time stipulated, the PICTES at its discretion, may cancel the award of contract to the successful bidder without giving any notice.</p> <p>3.17.4 The HMSP will not be entitled for any interest on the PBG submitted.</p> <p>3.17.5 PICTES shall forfeit the PBG in full or part in the following cases:</p> <p>i. When the terms and conditions of contract are breached/ infringed</p> <p>ii. When contract is terminated due to non-performance of the Service provider</p> <p>iii. Notice of reasonable time will be given in case of forfeiture of PBG. The decision of PICTES in this regard shall be final.</p> <p>iv. PICTES incurs any loss due to Service provider s negligence in carrying out the project implementation as per the agreed terms & conditions.</p>	<p>Maximum 5% of ACV PBG (by whatever name called) should apply and PBG can be invoked only in case of material breach after reasonable cure period and 30 days notice. Also request to add the following text at Clause 3.17.6</p> <p>Notwithstanding anything to the contrary contained in the contract, the Performance Bank Guarantee shall be reduced: (b) pro rata by the portion of the value calculated on quarterly basis for the warranty period. Any Bank Guarantee shall automatically become null and void once all the obligations of the Bidder under the respective Bank Guarantee(s) have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The Performance Bank Guarantee shall be returned to the Bidder no later than thirty days after its expiration.</p>	<p>Not Accepted, as HMSP will be responsible to handover all the hardware in functional condition to the new vendor/department at the time of expiry of contract.</p>

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48	HCL	Page 24 & 53, Point 4.1 & Annexure B	<p>Penalty</p> <p>4.1 Delay in the bidder's performance & penalty:</p> <p>4.1.1 An unexcused delay by Hardware Maintenance Service Provider (HMSP) in the performance of its O&M obligations shall render him liable to any or all of the following penalties:-</p> <p>4.1.1.1 To be calculated as per the Service Level Agreement (SLA), attached as annexure B.</p> <p>4.1.1.2 Forfeiture of earnest money/ bank guarantee.</p> <p>4.1.1.3 Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD/ bank guarantee and subsequently the firm may also be blacklisted.</p>	<p>Please add following text as clause 4.1.1.4</p> <p>Notwithstanding anything to the contrary contained in the Contract, if the HMSP is not able to maintain the service level standards, then the HMSP is liable to Penalty, only if the shortfall is for reasons solely attributable to a default by the HMSP (excluding force majeure). Payment of Penalty by the HMSP shall fully satisfy the PICTES in respect of failure of the HMSP to maintain the service level standards and no further amounts shall be claimed by the PICTES for damages or compensation from the HMSP in respect thereof. However, overall penalty shall not exceed 2% of the Contract value. Penalties and Liquidated Damages shall not run concurrently for the same cause.</p>	As per RFP
49	HCL	Page 24, Point 4.3.7 & 4.3.8	<p>4.3.7 HMSP will be responsible for onsite comprehensive maintenance/ support during 3-year contract period. On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, UPS, system software, and networking (excluding nothing) etc. during 3-year contract period.</p> <p>4.3.8 In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of HMSP, from any other source and shall be deducted from his next lease/contract payment.</p>	<p>Request to kindly add following text as clause 4.3.8</p> <p>Wherever purchase of goods and related services from alternative sources, at the risk and cost of the HMSP, is envisaged under this Agreement [e.g. on account of termination of Agreement, short supply failure to maintain the delivery schedule etc.], the resultant liability of the HMSP shall be limited to the difference between the cost at which other sources shall be providing the deliverables/equipments/services of equivalent specifications and the cost at which the HMSP agreed to provide the same under the Agreement. PROVIDED FURTHER THAT the HMSP shall not be liable to such resultant liability in excess of five percent (5%) of the value of deliverables/equipments/ services which the Purchase is entitled to buy at the risk and cost of the HMSP.</p>	As per RFP

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50	HCL	Page 25 & 53, Point 4.3.8 & Annexure B	<p>In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of HMSP, from any other source and shall be deducted from his next lease/contract payment.</p> <p>The Service Provider will rectify the faults within above specified period failing which the service provider will arrange temporary replacements in next 24 clock hours. However, the call will be closed in web portal only after the installation of new actual/new parts as per agreement. If Service provider fails to make temporary replacement in 24 clock hours the penalty (shown in above table) amounts will be doubled.</p> <p>After 25 working days, if the rectification does not take place, the Principal of the concerned School where ICT Lab is situated, Designated Officer from Education Department will check & verify the faulty component/ equipment/ hardware and; concerned Principal in consultation with Designated Officer from Education Department will purchase the component/ equipment/hardware of same or higher specifications & same brand preferably from open market on market rates. The product so purchased should be compatible with the existing hardware/software. The Principal of the concerned ICT Labs will submit request to the PICTES for release of amount for the purchase of faulty component/equipment/hardware through concerned official of the department. The penalty imposed and amount utilized for purchase of faulty component/equipment/hardware will be deducted from the payment due towards the vendor. If the rectification does not take place upto 24 working days of the items mentioned from the lodging of complaint and if such situation occurs in 25% or labs, then the contract shall be terminated at the risk and cost of the bidder.</p>	The aggregate maximum liquidated damages, penalty and risk purchase in any quarter shall not exceed 5% of the quarterly billing of the defaulted component/service.	As per RFP
51	HCL	Page 26, Point 4.6.1	The entire amount shall be released in six equal half-yearly instalments during contract period of three (3) years	As this is purely a services contract, the payment be kindly released in advance quarterly during the contract period. In case of Product supply (like UPS Battery replacement) the payment be kindly released as 50% in advance and balance 50% on pro rata basis at the time of delivery.	As per RFP

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52	HCL	Page 27, Point 4.7	The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc if any	The price indicated in the said Proposal are exclusive of all taxes, (VAT if applicable, and CST) duties, levies, Service tax, GST, Octroi, LBT etc. which may be applicable at the time of billing and shall be fully payable by the department. In case of any change in any tax, law, change in tax rate or introduction of new tax, the same shall be paid by the department on actual as per the prevailing law. Price is exclusive of entry tax, Mathadi municipal taxes or local body taxes as per central or state laws. Liability for payment of these levies to government shall rest solely with Department.	Kindly refer to corrigendum
53	HCL	Page 27 Point No 4.8.1.	The installed equipment under the contract shall be fully insured throughout the contract period of three (3) years by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, HMSP shall replace those items within 4 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA.	As the asset are Owned by ICT this clause should be removed	As per RFP
54	HCL	Page No 27 Point No 4.9.1	The overall maximum Liquidated damages for delay in services that can be imposed on HMSP shall not exceed 15% of the value of the delayed deliverable	The aggregate maximum liquidated damages, penalty and risk purchase in any quarter shall not exceed 5% of the quarterly billing of the defaulted component/service. Please add following Text as clause 4.10 Notwithstanding anything contrary contained in this contract, in case, there is a delay in the delivery or acceptance testing of the Deliverable(s)/ Equipment(s)/Product(s) and/ or performance of Services, in accordance with the time schedule for the reasons solely attributable to the HMSP, then the Client may claim from the HMSP, as liquidated damages in respect of the delay, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the Client's claims in respect of delay and no further amounts may be claimed for damages or compensation from the HMSP in respect thereof.	As per RFP

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55	HCL	Page 27, Point 4.10	<p>4.10 Limitation of Liability</p> <p>4.10.1 Not with standing anything contained herein, the HMSP shall not be liable for any indirect damages such as in the nature of loss of profit or loss of revenue and liability towards direct damages arising direct on account of the cat of omission or commission on the part of HMSP shall not exceed the contract value in this agreement.</p>	<p>Please substitute following text for the existing clause</p> <p>4.10.1 Not with standing anything contained herein, the HMSP shall not be liable for any indirect damages such as in the nature of loss of profit or loss of revenue and liability towards direct damages arising direct on account of the cat of omission or commission on the part of HMSP shall not exceed 10% of the Annual contract value.</p>	As per RFP
56	HCL	Page 27, Point 4.11.1 & 4.13.1	<p>The client may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the HMSP, terminate the contract in whole or in part if:</p> <p>4.11.1.1 The HMSP fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the client.</p> <p>4.11.1.2 The HMSP fails to perform any other obligation(s) under the Contract.</p> <p>4.11.1.3 Penalty for non-achievement of Service Level requirement Reaches upto 15 % of six monthly payments in successive three payments.</p> <p>4.11.1.4 The HMSP shall be given maximum of two opportunities of 30 Days each to improve his service level and meet the Obligations as per the contract.</p> <p>Client reserves the right to terminate, by prior written notice of 30 days, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for PICTES s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The payment for work done will be computed as per the proportion of time.</p>	<p>The Agreement shall be valid only up to the Service period as specified in the contract, unless terminated earlier under any of the following clauses:</p> <p>a) Forthwith by Vendor on giving notice in writing to the Department, if the Department fails to pay any sum due under the terms of this Agreement (other than as a consequence of any default on the part of Vendor) and such sum remains unpaid for fifteen days after written notice from Vendor requesting such sum to be paid.</p> <p>b) Forthwith by either party on giving notice in writing to the other if the other party is in material breach of any term of this Agreement (other than any failure by the Department to make payment in which event the provisions of paragraph (a) above shall apply) and (in the case of a breach capable of being remedied) shall have failed to have remedied, within 30 days of receiving a written notice requiring it to do so.</p> <p>c) Forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.</p> <p>d) Forthwith by either party on giving notice in writing to the other, provided either party gives a notice of 90 days.</p> <p>(2) Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.</p> <p>(3) On the termination of this Agreement the Department shall be not entitled to any refund of the Maintenance Charge paid in advance and which relates to Maintenance Services not availed by the Department until the effective date of termination.</p> <p>(4) Upon any termination, the Department shall also be liable to pay for products and services delivered till effective date of termination. In case of termination for reasons</p>	As per RFP

Sr. no.	Name of Company	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification	Response by the Department
57	HCL	Page 28, Point 4.11	<p>4.11 Termination for default</p> <p>4.11.1 The client may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the HMSP, terminate the contract in whole or in part if:</p> <p>4.11.1.1 The HMSP fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the client.</p> <p>4.11.1.2 The HMSP fails to perform any other obligation(s) under the Contract.</p> <p>4.11.1.3 Penalty for non-achievement of Service Level requirement Reaches upto 15 % of six monthly payments in successive three payments.</p> <p>4.11.1.4 The HMSP shall be given maximum of two opportunities of 30 Days each to improve his service level and meet the Obligations as per the contract.</p> <p>4.13 Termination for Convenience</p> <p>4.13.1 Client reserves the right to terminate, by prior written notice of 30 days, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for PICTES s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The payment for work done will be computed as per the proportion of time.</p>	<p>Please add the following text as clause 4.11.1.4</p> <p>In the event of termination of the Contract by the Client for any reason whatsoever, the Client shall pay the HMSP the following amounts:</p> <p>(a) The Contract Price, attributable to the parts of the System(s)/Work(s) executed including goods and services delivered (including also the Work in Progress) by the HMSP up to the date of termination. In respect of capital items deployed in the Project, the Client must purchase at the Written Down Value (WDV) from the HMSP all IT & non-IT infrastructure and the software deployed. Written Down Value (WDV) shall be computed at depreciated value by applying ten per cent (10%) depreciation per annum on written down value basis, on the value of the infrastructure deployed hereunder. VAT and other taxes as applicable shall be payable by the Client on such WDV. In case the Client is unable to purchase as mentioned above, the Client must pay as Liquidated Damages on written down value of all IT & non-IT infrastructure and the software deployed by applying depreciation @ fifteen per cent (15%) per annum.</p> <p>(b) The costs reasonably incurred by HMSP in the ramp down / disengagement of HMSP's and its subcontractors' personnel;</p> <p>(c) Any amount to be paid by HMSP to its subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</p> <p>(d) Costs incurred by HMSP in protecting the System(s)/ Work(s) and leaving the site in a clean and safe condition pursuant to this clause; and</p> <p>(e) The cost of satisfying all other obligations, commitments, and claims that HMSP may in good faith have undertaken with third parties in connection with the contract Work in progress. The term "work in progress" shall include but not limited to the value of goods meant for delivery to the Client for which prior to the date of termination (i) manufacturing process was initiated by HMSP or its vendors; or (ii) order was placed by HMSP on its vendors.</p>	As per RFP

Sr. no.	Name of Company	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification	Response by the Department
58	HCL	Page 28, Point 4.15	<p>The client may by a written notice of suspension to the HMSP, suspend all payments to the HMSP under the contract, if the HMSP failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:</p> <p>4.15.1.1 Shall specify the nature of the failure and</p> <p>4.15.1.2 Shall request the HMSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the HMSP.</p>	<p>Vendor reserves the right to suspend services under the contract in the event of delay in realization of payment 15 days beyond invoice date. The suspension in services shall take place following a written notification to the Department, until payment in full of the outstanding amounts. In the event of suspension as aforesaid, the time schedule shall be automatically extended for the actual duration of the suspension of services and Vendor shall be reimbursed by the Department for additional costs, if any incurred, as a result of such suspension. Please add following text as clause 4.15.1.3</p> <p>However Payment for satisfactorily performed services shall not be suspended by the Client.</p>	As per RFP

Sr. no.	Name of Company	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification	Response by the Department
59	HCL	Page 29, Point 4.20	<p>4.20.1 Not with standing the provisions of the tender, the HMSP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>4.20.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the HMSP and not involving the HMSP and not involving the HMSP fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>4.20.3 If a Force Majeure situation arises, the HMSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the HMSP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the HMSP, if as a result of Force Majeure, the HMSP being unable to perform a material portion of the services for a period of more than 60 days.</p>	<p>Please add following text at the end of clause 4.20.3</p> <p>However, Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.</p>	As per RFP
60	HCL	Page 30, Point 4.22	<p>The total final contract period shall be for three (3) years from the time of signing of contract. In case of any delay in the project not attributable to the Service provider, or extension of project beyond contract period, the service provider has to provide the services as per the unit rates quoted in commercial bid submitted.</p>	<p>The T&C's including commercials shall be mutually agreed between Vendor and the Department.</p>	Kindly refer to corrigendum

Sr. no.	Name of Company	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification	Response by the Department
61	HCL	Page 30, Point 4.23	<p>4.23 Resolution of Disputes: 4.23.1 A steering group shall be formed comprising of authorized representative of Director General School Education and the HMSP. The group shall tackle the implementation related and operational issues and any frontline disputes. The HMSP and Director General School Education shall make every effort to resolve any disagreement or dispute arising between them amicably. Only in situations where such disputes do not get amicably resolved even after 15 days from the commencement of such informal negotiation between the two parties, either party may required that the dispute be referred for resolution to the formal mechanisms that may include, but are not restricted to the ones specified below:- a. Conciliation mediated by a mutually agreed third party. b. Adjudication in a form comprising the Principal Secretary, School Education, Govt. of Punjab/Director General School Education and the authorized representative of the HMSP. c. Director General School Education and the HMSP shall nominate one arbitrator each and these arbitrators shall nominate a third arbitrator to conduct the proceeding under the arbitration and reconciliation act. The cost of such arbitration shall be borne by the HMSP. Settlement of any dispute by above means shall be constructed as final and binding to both the parties.</p>	Please substitute the highlighted portion in the clause with the following text The cost of such arbitration shall be borne by the Parties, as they may incur.	As per RFP
62	HCL	Page 31, Point 4.24.5	The list of 2810 Government schools/ locations and hardware & software details is as per Annexure A.	Annexure A is missing, please provide the list of 2810 schools with locations and hardware and software details urgently.	List will be uploaded on ssapunjab.org
63	HCL	General	Pase I/II Assets are More than 10 Years Old Now / CRT is end of Life and can be maintained up to maximum One Year from Now	Vendor Recommend to do a tech refresh/Upgrade > 10 Years Old Assets	Not Accepted
64	HCL	General	Batteries	Batteries should be replaced based on the Rate Card as and when Required Basis on actual Expenses . Also the Rate Card must be Renewed quarterly as the Rates Keeps Changing every month.	Not Accepted

Sr. no.	Name of Company	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification	Response by the Department
65	HCL	General	UPS Performance	It has been experienced that in Summers the Power Available at the Punjab Urban and Rural Schools is Maximum 2-4 HRS hence UPS Batteries Does not get Charged . The fact is that It requires 12-16 HRS to Charge the UPS Batteries up to 100% level. Hence the UPS Performance should be Linked with the power Availability .	Not Accepted
66	HCL	General	Physical Damage/ Burnout Cases due to electrical Power	Any Damage/physical Breakage /Burn out cases due to electrical irregularities should be kept out of maintenance SCOW.Also Theft Cases Should not be covered under Maintenance.	Not Accepted
67	HCL	General	Replacement against Theft	The Theft Liability should be out of Maintenance Scope.	Not Accepted
68	HCL	General	Serial Numbers of Assets required	These are required as we need to confirm from respective OEM on the spare parts availability or the possibility of using the current spares and compatibility issues. Else assets which are more than 5 years old may not have spares available even due to technology refresh.	Specification of hardware already mentioned in the tender
69	HCL	General	Delay in Payment	Request for inclusion of the following clause: Interest on delayed payment and suspension. Client shall release the payment due to the HMSP on or before the due date. Late payments shall automatically bear interest at an annual rate equal to 18% per annum for the relevant delayed period, calculated from the date due until date of full payment. In the event Client fails to pay any amount to the HMSP on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the HMSP shall be entitled to suspend performance of its obligations under the Contract, following written notification to Client, until realization of full outstanding amount in respect of the Services actually delivered and rendered and not paid for. In the event of suspension by the HMSP of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the HMSP shall be reimbursed by Client for any damage or additional cost incurred as a result of such suspension. In case the period of suspension exceeds two months, the HMSP shall have the right to terminate the Agreement.	Not Accepted