

**RFQ - Staff Augmentation for Architecture, Design & Build of SharePoint Projects
Pre-Bid Meeting (PBM) Queries and Answers
Date and Time: 06 Aug 2018 , 2 PM - 3 PM**

Sr. No.	Query	Answer
1	Considering the size of project we request you to please waive off EMD	EMD (as stated in original RFQ), cannot be waived off.
2	You have also provided a NDA format for the post selection stage. Does empanelled vendors also need to undergo this process?	Yes, empanelled vendors need to sign NDA.
3	For some roles it is mentioned on premise and for some it is not. For the ones that are not on premise, is the expectation that the bidder resources will be located out of bidder offices?	The 'On-Premise' is to specify the type of SharePoint deployment. All resources will be working from ReBIT/RBI offices from Mumbai/Navi Mumbai/Nagpur premises. Travel to Nagpur shall be reimbursed as per the ReBIT Travel Policy.
4	What will be the tentative start date of the project?	Mid of September 2018.
5	Are you looking at deploying all resources in one go or would it be a staggered approach? Considering this and also considering bench strength at the time of augmentation, could indicative profiles be considered for the same with a bidder commitment on resource augmentation time?	As stated in RFQ, we will interview the potential candidates for this project from technical assessment point of view. No indicative profiles will be considered. Staggered resource ramp up approach can be considered, however SharePoint Admin and SharePoint Architect roles shall be given preference.
6	As it is a Staff Augmentation type of engagement request you to please waive off the Performance Bank Guarantee.	Performance Bank Guarantee clause (as stated in original RFQ), cannot be waived off.
7	Kindly extend the timeline of response submission by two weeks.	Please refer to the Corrigendum-cum-Addendum
8	Request you to please make the terms of payment on monthly basis as it is an engagement of 3 months for now	Please refer to the Corrigendum-cum-Addendum
9	Will the selected resource will be deployed in Mumbai location or will they be deployed in any other location other than Mumbai	Selected resources will be required to work from multiple ReBIT and RBI office(s) located in Mumbai/Navi Mumbai/Nagpur.
10	Please define the hours of operation	10:00 AM- 7:00 PM IST (including lunch hours).
11	Does the deployment time start after the resource has been selected	Mid of September 2018.
12	Is there any penalty clause if we do not meet timelines	No

13	In case of urgency (time frame) can Wipro registered partner resources be deployed, which can later be deployed as Wipro core resources	Registered Partner resources can be deployed with prior approval from ReBIT.
14	What is selection process and this needs to be explained in detailed	Please refer to the RFQ.
15	Not clear as to when we can raise invoice. To include that Bidder will raise invoice quarterly in advance. Credit period of 30 days is ok	Please refer to the Corrigendum-cum-Addendum
16	Notwithstanding anything to the contrary contained herein, either party can terminate this Agreement at any time by giving Notice to the other Party of Ninety Thirty (90/30) calendar days without assigning any reason therefore.	Please refer to the RFQ.
17	14.3. ReBIT Either party shall not have any liability to the other party counterparty for any claims made by third parties arising out of the use of information received under this agreement and the counterparty shall indemnify ReBIT for any loss, liability, damages, cost or expense (including attorney's fees) arising out of the use of information received under this agreement.	The clause will remain as-is. ReBIT will not hold any liability which arises due to any third-party violation.
18	PBG of 5% can be provided.	Performance Bank Guarantee clause (as stated in original RFQ), cannot be waived off.
19	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, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	This is not applicable for this RFQ.
20	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any	This is not applicable for this RFQ.

	<p>delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer</p>	
21	<p>Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer</p>	<p>This is not applicable for this RFQ.</p>
22	<p>Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.</p>	<p>In case of any performance issue with any identified resource, vendor is expected to replace the resource within 10 days.</p>
23	<p>Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.</p>	<p>This is not applicable for this RFQ.</p>
24	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before</p>	<p>Following will be included in contractual agreement</p> <p>Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and</p>

	<p>institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of the annual contract value.</p>	<p>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 SOW to which the claim relates.</p> <p>The limitation in this clause shall not extend to any legal injuries suffered by ReBIT due to the Contractor's or the sub contractor's</p> <p>(a) fraud, wilful misconduct or gross negligence;</p> <p>(b) breach of intellectual property with respect to third party claims; and</p> <p>(c) breach of confidentiality.</p>
25	<p>Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.</p>	<p>This is not applicable for this RFQ.</p>
26	<p>Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.</p>	<p>Following will be included in contractual agreement ReBIT agrees that for the term of this Agreement and for a period of one (1) year thereafter, ReBIT will not directly or indirectly, recruit, solicit, discuss employment with, hire, employ or engage any Contractor personnel assigned to ReBIT or induce any such individual to leave the employ of Contractor to join ReBIT</p>
27	<p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order</p>	<p>Please refer to the Corrigendum-cum-Addendum</p>

	reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	
28	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.	Please refer to the RFQ.
29	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	This is not applicable for this RFQ.
30	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	This is not applicable for this RFQ.
31	Nothing withstanding anything contained here, including annexures etc., the maximum aggregate penalty against the bidder for all claims, by which ever name so called, shall be limited to 3% of the respective SOW/PO and shall be in lieu of all available remedies. Also, Wipro does not agree to any form of risk purchase.	This is not applicable for this RFQ.
32	If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent	Please refer to the Corrigendum-cum-Addendum

	amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	
33	Wipro is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	Please refer to the Corrigendum-cum-Addendum