

Response to Pre-bid Queries

Bid for Annual Maintenance Contract of LAN hardware and associated systems on behalf of Directorate of Accounts and Treasuries, Finance Department, Government of Gujarat (Tender No. HWT010317418)

Sr. No.	RFP Reference			Query / Clarification / Suggestions from the Venders	Responses of GIL/GoG
	Page No./Clause No./Section No.	Item / Clause Description	RFP Clause / Specifications		
1	2 / Clause No.3	Eligibility Criteria for the bidder	The bidder must have at least 25 customer reference sites of computer hardware maintenance in Gujarat. Customer references & Purchase orders must be attached along with the bid. (Form no. E-4)	The bidder must have at least 15 customer reference sites of computer hardware maintenance in Gujarat. Customer references & Purchase orders must be attached along	As per Bid Document
2				Can bidder submit one purchase order with multiple sites (locations) which will make up 25 customer reference sites.	As per Bid Document
3	2 / Clause No.2b	Eligibility Criteria for the bidder	The bidder must have at least five service centers with one service center in Ahmedabad or Gandhinagar. Please attach the copies of any two of the following: Property tax bill for last year/Electricity Bills for last one year/Telephone Bills for last one year/VAT-C.S.T. Registration/ Valid Lease Agreement. In case the bidder is providing after sales support through Franchisee and/or Service Provider, then the undertaking duly signed by the bidder & the franchisee and/or Service Provider shall be attached with the bid for after sales support. In such case also, the Bidder has to submit the above mentioned supporting documents. Failing the same may lead to the rejection of the bid. (Form no. E-3)	Requirement seems to be getting qualified by some partner only; with Documents Mentioned. In order to get more new service partners for Government Department. - Allow Bidder with minimum 3 Service Center in Gujarat & service engineer presence at District level.	As per Bid Document
4	2 / Clause No.3	Eligibility Criteria for the bidder	The bidder must have at least 25 customer reference sites of computer hardware maintenance in Gujarat. Customer references & Purchase orders must be attached along with the bid. (Form no. E-4)	for 25 Customer reference sites, can we consider same customer having multiple sites with different PO as reference sites.	As per Bid Document
5	3/ Clause No.7.1	Terms and conditions	The bidder must have the team of 25 qualified service engineers in Gujarat. The bidder should produce the list of all service & resident engineers with full name, employee's technical qualification & P.F. code no. The bidder has to submit the Copy of last deposited Challan/P.F. Return of these employees with documentary proof. Non submission of the same will lead to rejection of the bid. (Form T-2)	As PF Deduction is optional; it may be possible that Service Engineer on Company Pay Roll may not have P.F.Code number -for individual, PF Deposit Challan / P.F Returns of Employees. - Organization can provide declaration from HR on company letter head for employees on company pay role but employee do not opt for PF deduction and may ask for Company Salary Slip statement	As per Bid Document
6	3/ Clause No.3	Terms and conditions	The bidder will have to upload the scanned copy of bid document duly signed (all pages) by the authorized signatory as a part of the technical bid, complying terms & conditions of bid. Failing to submit the same or non compliance/deviation from any bid terms and conditions or eligibility criteria may result in rejection of the bid.	The bidder will have to upload the scanned copy of bid document duly signed (all pages) by the authorized signatory as a part of the technical bid, complying terms & conditions of bid. Failing to submit the same or non compliance/deviation from any bid terms and conditions or eligibility criteria except those which are subject to deviations submitted by the bidder forming an integral part of the bidder's proposal may result in rejection of the bid.	As per Bid Document
7	3/ Clause No.7.2	Terms and conditions	The Bidder has to depute total 35 nos. of skilled and dedicated resident engineers for District Treasury offices (DTO) & Ahmedabad and Gandhinagar Head Office as mention in Annexure B. This engineer has to attend and resolve all the issued related to hardware trouble shooting. DAT can increase/ decrease the nos. of resident engineer during AMC period.	The Bidder has to depute total 35 nos. of skilled and dedicated resident engineers for District Treasury offices (DTO) & Ahmedabad and Gandhinagar Head Office as mention in Annexure B. This engineer has to attend and resolve all the issued related to hardware trouble shooting. DAT can increase/ decrease the nos. of resident engineer during AMC period on rates, terms and conditions mutually agreeable to both Parties	As per Bid Document
8	4/ Clause No.16	Terms and conditions	Successful bidders will have to sign the contract for 1 year upon receiving the confirmed order with THE OFFICE within 15 working days. (The draft is attached herewith). However, THE OFFICE will review the performance of THE BIDDER after one year and decide to extend the AMC contract for further period of 1 year. THE OFFICE will have right to terminate the contract if the performance is found not satisfactory.	Successful bidders will have to sign the contract for 1 year upon receiving the confirmed order with THE OFFICE within 15 working days <u>on terms and conditions mutually agreeable to both Parties.</u> (The draft is attached herewith). However, THE OFFICE will review the performance of THE BIDDER after one year and decide to extend the AMC contract for further period of 1 year. It stands clarified that any extension to the contract shall be <u>on rates, terms and conditions mutually agreeable to both Parties.</u> THE OFFICE will have right to terminate the contract if the performance is found not satisfactory.	As per Bid Document

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9	5/Clause No.18	Terms and conditions	<p>The E.M.D. may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity</p> <p>(b) In case of a successful Bidder, if the Bidder fails:</p> <p>(i) To sign the Contract as mentioned above or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices.</p>	<p>The E.M.D. may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity</p> <p>(b) In case of a successful Bidder, if the Bidder fails:</p> <p>(i) To sign the Contract on mutually agreed terms and conditions as mentioned above or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices <u>by a court of competent jurisdiction.</u></p>	As per Bid Document
10	5/ Clause No.19	Terms and conditions	<p>The OFFICE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:</p> <p>19.1 If the Bidder, in the judgment of the OFFICE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>19.2 If the bidder does not start performing the contract within stipulated time period.</p> <p>19.3 If the bidder stop performing the contract or withdraw the activity to perform the contract</p> <p>19.4 If the bidder breach any terms & conditions of the contract or do not perform the contract in whole or part</p> <p>19.5 If the bidder do not follow the written instructions given by THE OFFICE</p> <p>19.6 If the bidder do not perform the contract up to the satisfactory level even after regular feedback from THE OFFICE</p> <p>19.7 In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors</p>	<p>The OFFICE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:</p> <p>19.1 If the Bidder, in the judgment of a court of competent jurisdiction the OFFICE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>19.2 If the bidder does not start performing the contract within stipulated time period.</p> <p>19.3 If the bidder stop performing the contract or withdraw the activity to perform the contract</p> <p>19.4 If the bidder breach any terms & conditions of the contract or do not perform the contract in whole or part</p> <p>19.5 If the bidder do not follow the written instructions given by THE OFFICE</p> <p>19.6 If the bidder do not perform the contract up to the satisfactory level even after regular feedback from THE OFFICE</p> <p>19.7 In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.</p> <p><u>Provided that before terminating the contract, a cure period of at least thirty (30) days shall be provided to the bidder and only if the bidder is unable to remedy the defect within the cure period will the Customer have the right to terminate the contract.</u></p> <p><u>Notwithstanding anything contained elsewhere, in case the Contract is terminated for any reason whatsoever, the bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination.</u></p>	As per Bid Document
11	9/Clause No.31	Terms and conditions	<p>THE BIDDER agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at THE OFFICE'S premises and externally for materials belonging to THE OFFICE.</p>	<p>Customer to provide us a copy of its security regulations.</p>	As per Bid Document
12	10/ Clause No.32	Terms and conditions	<p>During the performance of the contract, if the person(s) of THE BIDDER meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. THE OFFICE will not be responsible in any way.</p>	<p>During the performance of the contract, if the person(s) of THE BIDDER meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party caused <u>due to gross negligence or wilful misconduct of the bidder</u> and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. THE OFFICE will not be responsible in any way.</p>	As per Bid Document

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13	10/ Clause No.35	Terms and conditions	THE BIDDER represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE BIDDER agrees that it will, and hereby does, indemnify THE OFFICE from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.	THE BIDDER represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE BIDDER agrees that it will, and hereby does, indemnify THE OFFICE from any claim, directly or indirectly resulting from or arising out of infringement of any patent, copyright, trade secret or other proprietary right of any other person or entity, any breach or claimed breach of this warranty.	As per Bid Document
14	11/ Clause No.44	Terms and conditions	During the period of contract, in any dispute arising between THE OFFICE and THE BIDDER, the decision of THE OFFICE will be considered final. However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by THE OFFICE only and the decision of THE BIDDER shall be bound by the decision taken by such appointed Arbitrator.	During the period of contract, in any dispute arising between THE OFFICE and THE BIDDER, the decision of THE OFFICE will be considered final. However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by THE OFFICE only and the decision of THE BIDDER shall be bound by the decision taken by such appointed Arbitrator. <u>This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The language of the arbitration proceedings shall be English. Any dispute arising in relation to this Agreement shall be subject to the jurisdiction of the courts at Delhi.</u>	As per Bid Document
15	11/ Clause No.45	Terms and conditions	The jurisdiction of any dispute will be Gandhinagar.	The jurisdiction of any dispute will be Delhi Gandhinagar.	As per Bid Document
16	11/ Clause No.46	Terms and conditions	The BIDDER shall advise THE OFFICE by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, THE OFFICE reserves the right to cancel the order. Completion period may be extended to circumstances relating to Force Majeure by the THE OFFICE. Bidder shall not claim any further extension for completion of work. THE OFFICE/GoG shall not be liable to pay extra costs under any conditions. BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere. It will be prerogative of THE OFFICE/GoG to take the decision on force major conditions and THE OFFICE/GoG decision will be binding to the bidder.	The BIDDER shall advise THE OFFICE by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, THE OFFICE either Party reserves the right to cancel the order. <u>In case contract is terminated due to Force Majeure, the bidder shall be padi for all the goods delivered and services rendered up to the effective date of termination.</u> Completion period may shall be extended to circumstances relating to Force Majeure by the THE OFFICE. Bidder shall not claim any further extension for completion of work. THE OFFICE/GoG shall not be liable to pay extra costs under any conditions. <u>It must be clarified that THE OFFICE shall not be excused from meeting its timely payment obligations.</u> BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can shall be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere. It will be prerogative of THE OFFICE/GoG to take the decision on force major conditions and THE OFFICE/GoG decision will be binding to the bidder.	As per Bid Document
			1. The E.M.D. may be forfeited: a. if a Bidder withdraws its bid during the period of bid validity b. Does not accept the correction of errors made in the tender document; c. In case of a successful Bidder. if the Bidder fails:	1. The E.M.D. may be forfeited: a. if a Bidder withdraws its bid during the period of bid validity b. Does not accept the correction of errors made in the tender document; c. In case of a successful Bidder, if the Bidder fails: (i) To sign the Contract as mentioned above on mutually agreed terms and	

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17			<p>(i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices.</p> <p>(iv) If the bidder fails to submit the copy of work order & acceptance thereof.</p> <p>(v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.</p>	<p><u>conditions</u> within the time limit stipulated by purchaser or</p> <p>(ii) To furnish performance bank guarantee as mentioned above or</p> <p>(iii) If the bidder is found to be involved in fraudulent practices <u>by a court of competent jurisdiction.</u></p> <p>(iv) If the bidder fails to submit the copy of work order & acceptance thereof.</p> <p>(v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form <u>on mutually agreed terms and conditions</u> within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.</p>	As per Bid Document
18			Additional	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	As per Bid Document
19			Additional	Bidder'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 Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	As per Bid Document
20			Additional	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 Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	As per Bid Document
21			Additional	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder 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 delay in performance of Services under the terms of this Agreement.	As per Bid Document
22			Additional	Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.	As per Bid Document
23			Additional	<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 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 Bidder under this Agreement, shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim.</p>	As per Bid Document

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24			Additional	<p>Either Party shall have the right to terminate this Agreement at any time: With Cause – 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.</p> <p>In the event of termination by owner, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. 	As per Bid Document
25			Additional	<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. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</p>	As per Bid Document
26			Additional	<p>Since Bidder is acting as a reseller of third products, Bidder 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 Bidder shall not provide any additional warranties and indemnities with respect such products.</p>	As per Bid Document
27			Additional	<p>Notwithstanding the above, Bidder may 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 Contract.</p>	As per Bid Document
28			Additional	<p>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.</p>	As per Bid Document
29			Additional	<p>The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.</p>	As per Bid Document
30			Additional	<p>During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. 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 Bidder at law or in equity</p>	As per Bid Document

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31	3/clause No.7.1	Terms and conditions	The bidder must have the team of 25 qualified service engineers in Gujarat. The bidder should produce the list of all service & resident engineers with full name, employee's technical qualification & P.F. code no. The bidder has to submit the Copy of last deposited Challan/P.F. Return of these employees with documentary proof. Non submission of the same will lead to rejection of the bid. (Form T-2).	<p>The bidder must have the team of 25 qualified service engineers in Gujarat. The bidder should produce the list of all service & resident engineers with full name, employee's technical qualification & P.F. code no. The bidder has to submit the Copy of last deposited Challan/P.F. Return of these employees with documentary proof. Non submission of the same will lead to rejection of the bid. (Form T-2).</p> <p>Being a OEM kindly grant / Allow us to provide Technical support through ASP (Authorized Service Provider) across Gujarat</p>	<p>Please read clause 7.1 of the bid document as below:</p> <p>The bidder must have the team of 25 qualified service engineers in Gujarat. The bidder should produce the list of all service & resident engineers with full name, employee's technical qualification & P.F. code no. The bidder has to submit the Copy of last deposited Challan/P.F. Return of these employees with documentary proof. Non submission of the same will lead to rejection of the bid. (Form T-2). In case PC/desktop OEM would like to participate in the bid then 25 qualified service engineers of PC/desktop OEM's Authorized service providers (ASP) will be considered. PC/desktop OEM should submit the ASP certificate along with above mentioned document.</p>