

**Response to Pre-bid Queries/suggestion**

**Bid for Rate Contract for Selecting Agency for Comprehensive Annual Maintenance Contract of Computer Hardware and related peripherals on behalf of Various Government Offices across the State of Gujarat Tender No. HWT010517426**

| Sr. No. | RFP Reference  |   | Query / Clarification / Suggestions from the Venders   | Responses of GIL  |
|---------|--|---|--|---|
|         | Page No. / Clause No. / Section No.                    | RFP Clause / Specifications   |  |   |
| 1       | Page No. 3/ Terms & Condition                          | Zone wise district Locations  | Need Location wise assets Qty with bifurcation of Category/Make/Model.   | As per bid document.  |
| 2       | Page No. 7<br>Scope of Work and Preventive Maintenance | Plastic Parts, break down, due to power conditions, rodents are covered under contract.   | Any damage to equipment due to Improper power conditions, improper environmental Condition such as no ventilation or cooling or short circuit, blast etc should be excluded from the contract.<br>Physical damage should excluded from the contract. | As per bid document.  |
| 3       | Page No. 7/ Scope of Work and Preventive Maintenance   | Incase hard disk damage, Bidder has to retrieve the data on best efforts basis.   | Data liabilities should not be mandatory in contract. Provider will try to retrieve the data on best efforts basis.  | As per bid document.  |
| 4       | Page No. 10/Section 3                                  | Resident Engineers  | Min. Count of Resident Engineers must be quantified for GoG offices, zone wise   | As per bid document.  |
| 5       | Additional   | Additional  | <ul style="list-style-type: none"> <li>Get clarification on commercial, As per format Either we can Give Discount and mention Premium on over all mentioned price, but what about item wise ?</li> </ul>   | As per bid document.  |
| 6       | Page No. 19/SECTION 3                                  | Financial formate   | <ul style="list-style-type: none"> <li>Manpower price fixed to Rs. 75000.00 which Comes to Rs. 208.33 per day which is ever lower than minimum daily wages of unskilled labor</li> </ul>   | While quoting the rate on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a> , bidders are requested to consider the base rate of Rs.1,20,000/- instead of Rs. 75,000/- for item no. 26, Resident Engineer/man power cost (Annual Cost), for all six zones. See the changes in Revised Bid document. |
| 7       | Page No 4/Clause no 12                                 | The Bidder will have to submit Non refundable Bid Processing Fees of Rs. 15,000/- and Earnest Money Deposit (E.M.D.) of Rs. 3,00,000/- (Rupees three lakh Only) for each zone on or before the date and hours of submission of bid (i.e. 24.05.2017 up to 1500 Hrs) | <ul style="list-style-type: none"> <li>Requesting you to Reduce EMD Price to 1.5 from 3 Lac.</li> </ul>  | As per bid document.  |

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|         | Page No. / Clause No. / Section No. | RFP Clause / Specifications  |  |                      |
| 8       | Page No 5 /Claruse No. 17           | Successful bidder has to submit Performance Bank Guarantee @ 20% of total order value within 15 days from the date of signing of contract for the duration of one year   | <ul style="list-style-type: none"> <li>Most of the Tender having clause of 10% PBG, Requesting you to Reduce the PBG@10%. From 20%.</li> </ul>   | As per bid document. |
| 9       | Additional                          | Additional   | <ul style="list-style-type: none"> <li>Required clarification, about Tax Structure, we will have to follow tax structure after GST implementation as per Govt. Rules and Regulation</li> </ul>                                   | See the changes      |
| 10      | Page No 8 / 30g                     | THE BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, checking and testing of UPS batteries and necessary repairing of the EQUIPMENT) once within the first fifteen days of the commencement of the maintenance period and once within every subsequent quarter, during the currency of this Agreement, | <ul style="list-style-type: none"> <li>Requesting you to change the clause of PM twice in year instead of quarterly. It will help to increase the health of the system.</li> </ul>   | As per bid document. |
| 11      | Additional                          | Additional   | <ul style="list-style-type: none"> <li>Required clarification on Anti Virus Support, Though GSWAN Trend Micro AV Software already installed/maintained, mentioned only to provide license media, but what about SOW ?</li> </ul> | As per bid document. |
| 12      | Additional                          | Additional   | <ul style="list-style-type: none"> <li>Get clarity about Quarterly Payment, Released by the Department From Zone wise OR Centralized ?</li> </ul>  | As per bid document. |

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| 13      | Page No 7 /Claruse No. 29           | <p>29.1 If the bidder fails to perform as per Scope of work, then a sum equivalent to 0.5 % of the annual contract value shall be deducted from the payment for each calendar week of delay or part thereof for each non-responsive event.</p> <p>29.2 The amount of such penalties shall be subject to a maximum limit of 20 % of the annual contract value.</p> | <ul style="list-style-type: none"> <li>• Get clarity on penalty. 0.5% each week is against overall AMC rate of particular equipment rate? It should be on equipment rate. Capping is 20% . Request for 10%.</li> </ul>   | As per bid document. |
| 14      | Additional                          | Additional  | <ul style="list-style-type: none"> <li>• Get Clarity about minimum quantity by line items to understand the total value.</li> </ul>  | As per bid document. |
| 15      | Additional                          | Additional  | <ul style="list-style-type: none"> <li>• Request for bid submission to extend by one week.</li> </ul>  | As per bid document. |
| 16      | Page No. 19/SECTION 3               | Financial formate   | <p>As per the Tender Criteria, We need to quote single rate discount for all the 26 line items of the Tender.</p> <p>Our query, as per the minimum wages acceptable for any employee is above the rate quoted in the tender, Secondly it will be difficult to offer the same % or negative percentage discount as minimum wages are already low. So we here by request you to please allow to quote for line no. 1 to 25 as common percentile and line item manpower resource as separate percentile discount.</p> | As Above (Sr. No. 6) |
| 17      | Additional                          | Additional  | Request to allow L2 & L3 to match L1 and get eligible, so that Government has multiple partner options to give AMC Contract.   | As per bid document. |
| 18      | Page No 5 /Claruse No. 17           | Successful bidder has to submit Performance Bank Guarantee @ 20% of total order value within 15 days from the date of signing of contract for the duration of one year  | Secondly request to reduce maximum cap of penalty to 10% instead of 20%.   | As per bid document. |

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|         | Page No. / Clause No. / Section No. | RFP Clause / Specifications   |   |                      |
| 19      | Page No 3 /Claruse No. 4            | The terms and conditions are as follows : - 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.   | <p>Bidder requests modification: -</p> <p>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 only mutually agreed terms &amp; conditions of bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions except those for which deviations have been submitted by the bidder or eligibility criteria may result in rejection of the bid.</p>  | As per bid document. |
| 20      | Page No 5 /Claruse No. 18           | Successful bidders will have to sign the contract for 1 year upon receiving the confirmed order with THE OFFICE within 15 working days from the dated of work order. (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 2 years. THE OFFICE will have right to terminate the contract if the performance is found not satisfactory.   | <p>Bidder requests modification: -</p> <p>Successful bidders will have to sign the contract <u>on mutually agreed terms and conditions</u> for 1 year upon receiving the confirmed order with THE OFFICE within 15 working days from the dated of work order. (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 2 years. <u>It stands clarified that any extension of the contract, for any term whatsoever, shall be on terms and conditions mutually agreeable to both parties, THE OFFICE will have right to terminate the contract if the performance is found not satisfactory.</u></p> | As per bid document. |
| 21      | Page No 9 /Claruse No. 30.1         | THE OFFICE shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.   | <p>Bidder requests modification: -</p> <p>THE OFFICE shall have the right to make changes and attachments to the equipment <u>on terms and conditions mutually agreeable to both parties</u>, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.</p>   | As per bid document. |
| 22      | Page No 9 /Claruse No. 33           | <p>m) In case if THE BIDDER is not able to repair the original equipment, THE BIDDER shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of THE OFFICE. In case, if THE OFFICE found the substitute of lower quality or cheaper substitute than the difference between genuine substitute of reputable brand and the one used by THE BIDDER has to be paid by THE BIDDER.</p> <p>n) Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.</p> | <p>Bidder requests modification: -</p> <p>m) In case if THE BIDDER is not able to repair the original equipment, THE BIDDER shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of THE OFFICE. <del>In case, if THE OFFICE found the substitute of lower quality or cheaper substitute than the difference between genuine substitute of reputable brand and the one used by THE BIDDER has to be paid by THE BIDDER.</del></p> <p>n) Failure in adhering to any <u>of the performance levels</u> terms and conditions mentioned in the scope of work will attract penalty clause.</p>   | As per bid document. |

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| 23      | Page No 9 /Claruse No. 35           | THE OFFICE shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.  | <p>Bidder requests modification: -</p> <p>THE OFFICE shall have the right to make changes and attachments to the equipment <del>on</del> <b><u>terms and conditions mutually agreeable to both parties</u></b>, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.</p>  | As per bid document. |
| 24      | Page No 9 /Claruse No. 36           | 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>Bidder requests modification: -</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 <b><u>the tangible property of any</u></b> 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>  | As per bid document. |
| 25      | Page No 10 /Claruse No. 39          | THE BIDDER has adhere all the statutory requirement of Government.   | <p>Bidder requests modification: -</p> <p>THE BIDDER has <del>to</del> <b><u>adhere to</u></b> all the statutory requirement of Government <b><u>applicable to the Bidder while provisioning services under the Agreement.</u></b></p>   | As per bid document. |
| 26      | Page No 10 /Claruse No. 43          | 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. | <p>Bidder requests modification: -</p> <p><del>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</del></p> <p><b><u>The bidder agrees to indemnify the THE OFFICE in the event any maintenance products supplied by the bidder infringe upon any copyright or patent of any third person or entity.</u></b></p> | As per bid document. |
| 27      | Page No 11/Claruse No. 48           | GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.  | <p>Bidder requests modification: -</p> <p><b><u>Till the last day of submission of the bid,</u></b> GIL reserves the right to change any bid condition of any item even after inviting the bids, <del>with/without</del> prior notification.</p>   | As per bid document. |

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|         | Page No. / Clause No. / Section No. | RFP Clause / Specifications  |   |                      |
| 28      | Page No 11 /Claruse No. 51          | <p>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.</p>   | <p>Bidder requests modification: -</p> <p><del>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</del></p> <p><b><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 as amended from time to time. The venue of arbitration shall be Bengaluru. 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 Bengaluru.</u></b></p>         | As per bid document. |
| 29      | Page No 11 /Claruse No. 51          | <p>Force Majeure Shall mean and be limited to the following:</p> <p>a) War / hostilities<br/>b) Riot or Civil commotion<br/>c) Earthquake, flood, tempest, lightening or other natural physical disaster.<br/>d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.</p> <p>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.</p> | <p>Bidder requests modification: -</p> <p>Force Majeure Shall mean <del>and but not</del> be limited to the following:</p> <p>a) War / hostilities<br/>b) Riot or Civil commotion<br/>c) Earthquake, flood, tempest, lightening or other natural physical disaster.<br/>d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.</p> <p>The BIDDER shall advise THE OFFICE by a registered letter <del>duly certified by the local statutory authorities,</del> 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, <del>either Party THE OFFICE</del> reserves the right to cancel the order. <b><u>In the event of such termination, the bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination.</u></b></p> | As per bid document. |

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|         | Page No. / Clause No. / Section No. | RFP Clause / Specifications   |  |                      |
| 30      | Page No 18 /Section-2               | <p>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.</p> <p>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.</p> | <p>Bidder requests modification: -</p> <p>Completion period <del>may shall</del> be extended <u>owing</u> to circumstances relating to Force Majeure by the THE OFFICE. <del>Bidder shall not claim any further extension for completion of work.</del> THE OFFICE/GoG shall not be liable to pay extra costs under any conditions, <b>however THE OFFICE shall not be excused from meeting its timely payment obligations under the contract.</b></p> <p><del>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.</del> 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 <del>shall can</del> be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.</p> <p>It will be prerogative of THE OFFICE/GoG to take the decision on force major conditions <del>and THE OFFICE/GoG decision will be binding to the bidder.</del></p> | As per bid document. |
| 31      | Page No.3/Clause No. 8              | <p>Please fill this form for the list of at least 25 qualified service engineers in Gujarat with full name, employee's technical qualification &amp; P.F. code no. Also submit the copy of last deposited Challan/P.F. Return of these employees with documentary proof. Non submission of the same may lead to rejection of the bid.</p>   | <p>Bidder requests modification: -</p> <p>Please fill this form for the list of at least 25 qualified service engineers in Gujarat with full name, employee's technical qualification &amp; P.F. code no. <del>Also submit the copy of last deposited Challan/P.F. Return of these employees with documentary proof. Non submission of the same may lead to rejection of the bid.</del></p>  | As per bid document. |
| 32      | Additional                          | Additional  | <p>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 THE OFFICE.</p>   | As per bid document. |
| 33      | Additional                          | Additional  | <p>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 THE OFFICE's omissions or actions whatsoever.</p>   | As per bid document. |
| 34      | Additional                          | 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. |
| 35      | Additional                          | 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. |

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| 36      | Page No 6 /Claruse No. 25.4         | As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator. | Require the exact requirement   | As per bid document. |
| 37      | Page No 7 /Claruse No. 29           | As per RFP   | Request to reduce the Penalty cap from 20% to 3%  | As per bid document. |
| 38      | Page No 10 /Section 3               | Annual Cost is 75000   | We follow Minimum Wages act and request to increase the price for Manpower in line with Govt Rule and Regulations | As Above (Sr. No. 6) |

**Note:**

**1. While quoting the rate on <https://gil.nprocure.com>, bidders are requested to consider the base rate of Rs.1,20,000/- instead of Rs. 75,000/- for item no. 26, Resident Engineer/man power cost (Annual Cost), for all six zones.**

**2.All other tender terms and conditions are as per bid document.**