

## Responses Pre-bid Queries

### Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract / Warranty Extension Support of Servers on behalf of Department of Science & Technology (Tender No. HWT281218532)

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Vendors	Responses to the Queries
	Page No. / Section No. / Clause No.	Tender Description		
1	Page No. 7 / Section 2 / General Terms & Conditions	<p>Payment Terms:</p> <ul style="list-style-type: none"> <li>No advance payment will be made.</li> <li>Payment would be made in after completion of each quarter on bidder Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.</li> </ul>	In this reference, we would like to draw your kind attention towards the fact that as per worldwide standard payment terms of all Multinational (MNC) OEMs, bidder has to pay advance payment to all OEMs. This is also like insurance of services of quoted products where bidder has to pay advance payment to all OEMs from day one. Hence, considering the above facts, we would request you to release payment quarterly advance to the bidders accordingly.	No change, As per RFP
2	Page No. 25 / Annexure C	<p>Note:</p> <p>Prorate Calculation = (Yearly CAMC Price/365) * Number of days for which CAMC / Warranty Extension Support to be provided after warranty expiry up to end of the contract period (Here consider 1st year CAMC contract period from 1st April 2019 to 31st March 2020).</p>	We also would request you to please consider AMC of at least one year i.e. 12 months of start date of AMC. The start date of AMC would be any date but it should be for one year from start date.	Bidder will have to quote the prices of CAMC for two years. See the changes in revised RFP Document.
3	Page No. 2 / Eligibility Criteria for Bidder	b) Bidder must ensure that the CAMC / warranty extension support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments as per the service levels defined in Section-II, 31.2. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations. (Form no. E-3)	All equipments are in same premises in single location ? Please Provide List of locations, Premises address	Single Location as below: Gujarat State Data Center, Statistical Bureau Building, Near Police Bhavan, Sector No. 18, Gandhinagar (Gujarat)
4		3. The bidder must have at least 10 customer reference sites of Servers maintenance in India having at least 5 orders of minimum Rs 25 Lacs each. Customer references & Work orders must be attached along with the bid. (Form no. E-4)	Request to reduce to 5 customer reference site	<b>Revised Clause:</b> "3. The bidder must have <b>at least 5</b> customer reference sites of Servers maintenance in India having at least 5 orders of minimum <b>Rs 10 Lacs</b> each. Customer references & Work orders must be attached along with the bid. (Form no. E-4) "
5		4. The bidder should be authorized by its OEM(s) of the Servers to quote in this bid for providing back to back support OR should provide the undertaking to provide back to back support through OEM's care-packs of the respective items. (Form no. E-5) Please attach the copy of Authorization on OEM letter head or Bidder's undertaking signed by authorized signatory for the services to be offered in this bid. The authorization in case of servers from Sai, HCL & ACER brand is not required.	There are 40 equipment's from Dell, 77 equipment's from HP, 21 equipment's from IBM so authorisation required for all Equipments excluding OEM declared End of Life / End of Support equipments?	OEM Authorization & MAF is not required to quote in this bid. Further, successful bidder will have to meet the SLA terms and conditions as defined in the bid.
6		4. The bidder will have to provide back to back support services from the respective OEM(s) of Servers. Bidders are required to provide undertaking that back to back Support services and required spares will be provided from respective Server OEM(s).	Spares term goes as per OEM Service Pack. What is minimum time for spares availability to be taken.	As per RFP

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7	Page No. 3 / Section II / General Terms & Conditions	6. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance / deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.	We need to follow Annexure A format or Any specific format available for the same ?	As per RFP
8	Page No. 4 / Section II / General Terms & Conditions	16. Successful bidders will have to sign the CAMC / Warranty extension support contract for 1 year upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). The CAMC / Warranty extension support may be further renewed further period of 1 Year at the finalized rates. DST / GOG will have right to terminate the contract if the performance is found not satisfactory.	Price difference if any will be reimbursed while doing extension?	No price escalation upon extension.
9	Page No. 5 / Section II / General Terms & Conditions	21. Price shall be inclusive of all freight, forwarding, transit insurance, installation and maintenance charges.	Please describe installation and maintenance scope / activities for CAMC.	As per RFP, further Installation here refer is meant for removing of damage/effective part for repairing/replacement and re-installation after completion of task, if required.
10	Page No. 5 / Section II / General Terms & Conditions	28. The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates. The order will be placed by Department of Science & Technology and / or various other Departments at the finalized rates.	L1 bidders price required further negotiations for discount / reduction in price ?	No change, As per RFP
11	Page No. 6 / Section II / General Terms & Conditions	32.10. The equipment shall not be shifted to an alternate site and installed there at during the currency of this Agreement without prior written notice. However, if it is desired to shift any equipment to a new site and install it thereat urgently, the bidder shall be informed of the same immediately. The purchaser shall bear the charges for such shifting and reinstallation and the bidder shall provide necessary assistance to the purchaser in doing so. This Agreement, after such shifting and reinstallation, would continue to be binding on the bidder and the purchaser, provided that the two parties may agree to amended charges for the maintenance services after such an event.	Charges extra will be applicable while shifting / reinstallation of the respective equipments ?	Please refer revised RFP.
12	Page No. 7 / Section II / General Terms & Conditions	Penalty: 34.1. If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 10,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value.	Can it be reduced to maximum of 5% of respective equipments AMC value / per year. Penalty relaxation is requested	No change, As per RFP
13	Page No. 7 / Section II / General Terms & Conditions	Payment: 35.2. Payment would be made in after completion of each quarter on bidder Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.	Is it possible to provide Checklist of report documents require for Invoice? Since its OEM back to back contract is it possible to change payment terms as Quarterly advance with deduction amount if any to be adjusted in next quarter invoice	Checklist here refer is all the required supporting documents along with the invoice for processing of the same. Further, detailed checklist will be provided to successful bidder
14	Page No. 23 / Annexure B / Details of Servers installed at Gujarat State Data Centre (GSDC)	* The Above Servers (Annexure-B) were Procured by various department from 2010 to 2014. The Original Warranty was expired after 5 years and all the servers were taken under CAMC thereafter. Now all servers are under CAMC till 31st March-2019.	Instead of OEM Back to Back / Service Pack support can Bidder allowed to provide CAMC with onsite spares provisioning.	As per Sr. no. 5 Above

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15	Page No. 7 / Section II / General Terms & Conditions	<p>Payment:</p> <p>35.1. No advance payment will be made</p> <p>35.2. Payment would be made in after completion of each quarter on bidder Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.</p>	We would like to request you to keep the payment terms as 100% advance or at least Quarterly Advance. Because as a vendor we have to give the 100 % advance payment to the OEM. And no OEM will accept the post quarterly payment.	No change, As per RFP
16	Page No. 7 / Section II / General Terms & Conditions	<p>Penalty:</p> <p>34.1. If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 10,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value.</p>	We would like to request you to keep the maximum cap as 10% of total billing value.	No change, As per RFP
17	Page No. 6 / Section II / General Terms & Conditions	<p>32.2. Hardware Support Services</p> <p>d) Successful vendor will deliver 24-hour Repair-Time Commitment, to correcting hardware malfunctions. This will have to be done within 24 hours from our initial call to the Response Center.</p>	Since it would be a Back2Back support from respective OEM so the Resolution time would be as per the OEM Resolution window and as per there terms & conditions.	No change, As per RFP
18	Page No. 25 / Annexure C / Details of Servers installed at GSDC	Note: Prorate Calculation = (Yearly CAMC Price/365) * Number of days for which CAMC / Warranty Extension Support to be provided after warranty expiry up to end of the contract period (Here consider 1st year CAMC contract period from 1st April 2019 to 31st March 2020).	Since OEM do not share the prices on prorated base date. And OEM will always share the prices considering the support for 1 year. So being a vendor we have to pay the OEM for entire 1 year and so we cannot share the prorated base prices. So considering this fact we would like to request you to please extend the contract period from 1 year to 2 years.	No change, As per RFP
19	Page No. 2 / Eligibility Criteria for Bidder	b) Bidder must ensure that the CAMC / warranty extension support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments as per the service levels defined in Section-II, 31.2. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations. (Form no. E-3)	Wipro will take care for end to end support instead of back to back support from OEM.	As per Sr. no. 5 Above
20	Page No. 3 / Section II / General Terms & Conditions	3. Details of the Servers installed in for which bidder has to quote for Comprehensive Annual Maintenance Contract (CAMC) / Warranty Extension Support are provided in Section III. Bidder shall make provision for all the required spares for providing CAMC / Warranty Extension Support.	Wipro will take care for end to end support instead of back to back support from OEM, we will maintain the inventory and take care for CAMC and warranty extension	As per Sr. no. 5 Above
21	Page No. 3 / Section II / General Terms & Conditions	4. The bidder will have to provide back to back support services from the respective OEM(s) of Servers. Bidders are required to provide undertaking that back to back Support services and required spares will be provided from respective Server OEM(s).	Wipro will take care for end to end support instead of back to back support from OEM	As per Sr. no. 5 Above
22	Page No. 3 / Section II / General Terms & Conditions	6. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.	The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or <del>non-compliance / deviation from any bid terms and conditions, eligibility criteria or technical specifications</del> may result in rejection of the bid.	Please refer revised RFP.

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23	Page No. 3 / Section II / General Terms & Conditions	11. The bidder will have to submit Non-refundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousands Only) (Refundable) on or before last date & hours of submission of bid in a sealed cover at GIL office....	Can we submit EMD in the form of Bank Guarantee	As per RFP
24	Page No. 3 / Section II / General Terms & Conditions	<ul style="list-style-type: none"> <li>EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for <b>9 months</b> from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.</li> </ul>	<ul style="list-style-type: none"> <li>EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for <b>90 days</b> from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.</li> </ul>	No change, As per RFP
25	Page No. 4 / Section II / General Terms & Conditions	14. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.	In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will <del>not</del> be permitted to modify its bid <b>on mutual discussion</b> .	No change, As per RFP
26	Page No. 4 / Section II / General Terms & Conditions	15. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order for the duration of contract period + <b>extra 3 months</b> from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 ( <a href="http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf">http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf</a> ) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).	The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order for the duration of contract period + <b>extra 1 month</b> from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 ( <a href="http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf">http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf</a> ) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).	No change, As per RFP
27	Page No. 4 / Section II / General Terms & Conditions	16. Successful bidders will have to sign the CAMC / Warranty extension support contract for 1 year upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). The CAMC / Warranty extension support may be further renewed further period of 1 Year at the <b>finalized</b> rates. DST / GOG will have right to terminate the contract if the performance is found not satisfactory.	Successful bidders will have to sign the CAMC / Warranty extension support contract for 1 year upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). The CAMC / Warranty extension support may be further renewed further period of 1 Year at the <del>finalized</del> <b>mutually agreed</b> rates. DST / GOG will have right to terminate the contract if the performance is found not satisfactory <b>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.</b>	No change, As per RFP

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28	Page No. 4 / Section II / General Terms & Conditions	18. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons: (a) If a Bidder withdraws its bid during the period of bid validity. (b) If Bidder does not respond to requests for clarification of their Bid (c) If Bidder fails to co-operate in the Bid evaluation process, and (d) In case of a successful Bidder, if the Bidder fails: (i) To sign the Contract as mentioned above or (ii) To furnish performance bank guarantee as mentioned above or (iii) If the bidder is found to be involved in fraudulent practices.	18. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons: (a) If a Bidder withdraws its bid during the period of bid validity. (b) If Bidder does not respond to requests for clarification of their Bid (c) If Bidder fails to co-operate in the Bid evaluation process, and (d) In case of a successful Bidder, if the Bidder fails: (i) To sign the Contract <b>on mutually agreed terms and conditions</b> as mentioned above or (ii) To furnish performance bank guarantee as mentioned above or (iii) If the bidder is found to be involved in fraudulent practices.	No change, As per RFP
29	Page No. 4 / Section II / General Terms & Conditions	19. Termination for Default: DST / GoG 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: a. If the Bidder, in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution. "fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;" b. If the bidder does not start performing the contract within stipulated time period. c. If the bidder stops performing the contract or withdraw the activity to perform the contract d. If the bidder breaches any terms & conditions of the contract or do not perform the contract in whole or part.	19. Termination for Default: DST / GoG may, without prejudice to any other remedy for breach of contract, by <b>prior</b> written notice of default <b>which in any case shall not be less than thirty days</b> be sent to the Bidder, terminate the Contract in whole or part: a. If the Bidder, in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract <b>and bidder has documentary evidence to support the same.</b> "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution. "fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;" b. If the bidder does not start performing the contract within stipulated time period <b>and fails to cure such default within thirty days.</b> c. If the bidder stops performing the contract or withdraw the activity to perform the contract <b>and fails to cure such default within thirty days.</b> d. If the bidder breaches any terms & conditions of the contract or do not perform the contract in whole or part <b>which have created adverse impact</b> .....	Please refer revised RFP.
30	Page No. 5 / Section II / General Terms & Conditions	20. 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.	If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form <b>on mutually agreed terms and conditions</b> within prescribed time limit, the EMD of the successful bidder will be forfeited. <b>GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.</b>	<b>Revised Clause:</b> "20. 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."

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31	Page No. 5 / Section II / General Terms & Conditions	29. In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.	<del>In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.</del>	Please refer revised RFP.
32	Page No. 5 / Section II / General Terms & Conditions	30. Bid validity will be of <b>180 days</b> after the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.	Bid validity will be of <b>90 days</b> after the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder <b>on mutual discussions</b> .	No change, As per RFP
33	Page No. 6 / Section II / General Terms & Conditions	32.1. Support Services Terms a) If the parts required for the problem resolution are not available then bidder has to provide a higher version or equivalent of the same, within committed resolution time, without any additional cost to purchaser. b) Comprehensive onsite maintenance support would have to be provided on all covered equipment for the defined coverage period.	Wipro will take care for end to end support instead of back to back support from OEM	As per Sr. no. 5 Above
34	Page No. 6 / Section II / General Terms & Conditions	32.3. The bidder shall ensure Spares availability. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, the bidder shall provide a suitable replacement as Standby arrangement so that the work is not hampered. The packing / unpacking, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the bidder. In case if the bidder is not in the position to repair the original equipment, then the bidder has to provide the functionally equivalent equipment.	Wipro will maintain appropriate stock and replace the spare on the base of calls logged to achieve the SLA.	As per RFP
35	Page No. 6 / Section II / General Terms & Conditions	32.4. 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 purchaser. In case, if the purchaser 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.	In case of not able to repair the original equipment, suitable replacement will be provided with equivalent or higher configuration	No change, As per RFP
36	Page No. 6 / Section II / General Terms & Conditions	32.6. Bidder has to ensure back lining / back to back CAMC / warranty extension support services from respective OEMs & the same shall be ensured at the time of making the payment to the successful bidder.	Wipro will take care for end to end support instead of back to back support from OEM	As per Sr. no. 5 Above
37	Page No. 6 / Section II / General Terms & Conditions	32.7. Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.	Request Addition - The overall maximum penalty, if any that can be imposed on Wipro under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change, As per RFP

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38	Page No. 7 / Section II / General Terms & Conditions	33. Comprehensive Annual Maintenance Contract (CAMC) / Warranty	Wipro will take care for end to end support instead of back to back support from OEM	As per Sr. no. 5 Above
39	Page No. 7 / Section II / General Terms & Conditions	33.4. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty extension support, Government offices reserves right to repair the equipment at risk & cost of the bidder.	In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty extension support, Government offices reserves right to repair the equipment at risk & cost of the bidder. <b><i>Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.</i></b>	No change, As per RFP
40	Page No. 7 / Section II / General Terms & Conditions	33.6. The Successful Bidder Shall Include the additional Servers in AMC as & when the warranty of particular server ends & the same shall be claimed additionally in their invoice at the finalize rates on pro rate basis after taking confirmation from SDC Composite Team/GIL during the contract period.	Servers will be taken under Wipro support on pro rate basis	As per RFP
41	Page No. 7 / Section II / General Terms & Conditions	34. Penalty Clause 34.1. If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 10,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value.	If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty <b><i>Rs. 10,000/- per day after 24 hrs lapse from call logging,</i></b> would be charged, up to a maximum of <b><i>10% of total Contract value</i></b> 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change, As per RFP
42	Page No. 7 / Section II / General Terms & Conditions	35. Payment: Payment for Goods and Services shall be made by Department in Indian Rupees as follows: 35.1. No advance payment will be made 35.2. Payment would be made in after completion of each quarter on bidder Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order. 35.3. Successful bidder should raise payment invoices after the end of each quarter along with the supporting documents.	Payment would be made in after completion of each <del>quarter</del> month on bidder Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order. Successful bidder should raise payment invoices after the end of each <del>quarter</del> month along with the supporting documents.	No change, As per RFP
43	Page No. 7 / Section II / General Terms & Conditions	37. Limitation of Vendor's Liability: Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.	Revised Clause: Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement. The aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.	No change, As per RFP
44	Page No. 9 / Section III / Servers installed at Gujarat State Data Centre (GSDC)	The Successful Bidder Shall Include the additional Servers in AMC as & when the warranty of particular server ends & the same shall be claimed additionally in their invoice at the finalize rates on pro rate basis after taking confirmation from SDC Composite Team/GIL during the Rate contract period.	Servers will be taken under Wipro support on pro rate basis	As per RFP.



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45	Page No. 13 / Performa of Compliance letter/Authenticity of Information Provided	In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.	<del>In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.</del>	No change, As per RFP
46	Page No. 13 / Performa of Compliance letter/Authenticity of Information Provided	The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.	The Information provided in our submitted bid <b>to the best of our knowledge</b> is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage <b>including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.</b>	No change, As per RFP
47	Page No. 18 / CONTRACT FORM	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity <b>as per the agreement in all respects with the provisions of the Contract.</b>	As per RFP
48	General	Clause not present in RFP  Termination by Bidder	Successful Bidder may terminate the Agreement upon written notice to the Customer in the event that the Customer commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	No change, As per RFP
49	General	Clause not present in RFP  Tax	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	GST will be paid on actuals at the time on invoicing. Further, bidder is required to provide current rate of GST in the Price bids respective column
50	General	Clause not present in RFP  Saving Clause	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.	No change, As per RFP
51	General	Clause not present in RFP  Deemed Acceptance	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.	No change, As per RFP
52	General	Clause not present in RFP  Change Order	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 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.	No change, As per RFP



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53	General	<p>Clause not present in RFP</p> <p>ARC/RRC</p>	<p>The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of <math>\pm 5\%</math> of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below - 5% of the baseline volumetric.</p>	No change, As per RFP
54	General	<p>Clause not present in RFP</p> <p>Variance in Minimum Wages</p>	<p>Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.</p>	As per RFP
55	General	<p>Clause not present in RFP</p> <p>SNR</p>	<p>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 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>	As per RFP
56	General	<p>Clause not present in RFP</p> <p>Pass Through Warranty</p>	<p>Since Wipro is acting as a reseller of completed products, 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>	As per RFP

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57	General	Clause not present in RFP Arbitration	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 amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	In case of any disputes, Arbitration should be held at Gandhinagar Jurisdiction as per Arbitration Act 1996 & its Amended 2015.
58	General	Clause not present in RFP Audit	Request that the following be included: Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.	As per RFP.
59	General	Clause not present in RFP Intellectual Protection	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.	As per RFP.
60	General	Clause not present in RFP ERV	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	No change, As per RFP
61	Page No. 25 / Annexure C	Note: Prorate Calculation = (Yearly CAMC Price/365) * Number of days for which CAMC / Warranty Extension Support to be provided after warranty expiry up to end of the contract period (Here consider 1st year CAMC contract period from 1st April 2019 to 31st March 2020).	Regarding Care Pack support for period less than one year, OEM will only be able to provide support for minimum period of one year and lesser period support will not available from OEM. Please help us getting update as this will have major impact on the commercial of the tender.	As per RFP