

Response of department towards the clarification sought by the companies

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
1	HCL/M Intergraph/Spectra Computech	Page 5, Document control sheet, Point 13 & Page 9, General Bid Conditions, Point 5.0.3	EMD of Rs. 4,00,000/- through online mode. The Bidder must furnish Earnest Money Deposit (EMD) of Rs.4,00,000/- (Rs. Fifty lac) through online mode.	Kindly allow submission of EMD in the form of BG as well, else we will not be in a position to participate.	As per RFP
2	HCL/M Intergraph/Biosh	Page 6, Note	The payments of Tender form fee and EMD through online mode should be submitted before 1st Sept 2015.	Kindly clarify on the Tender Form fee and EMD submission date as the date mentioned has already passed.	Kindly refer to corrigendum
3	HCL	Page 9, Point 4.0.4	The bidder shall quote those makes and models of equipment, which are not end of life in next 2 years from the date of bidding.	Request to kindly seek this from respective OEMs as this is OEM dependent.	Kindly refer to corrigendum
4	HCL	Page 10, Validity of Bids, Point 6.0.1	Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Commercial Bid. The PICTES reserves right to reject a bid valid for a shorter period as non-responsive.	Bids shall remain valid for a period of 90 (one hundred and eighty) days from the date of opening of Commercial Bid. The PICTES reserves right to reject a bid valid for a shorter period as non-responsive.	Kindly refer to corrigendum
5	HCL	Page 10, Validity of Bids, Point 6.0.2	Prior to the expiration of the validity period, PICTES will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process is not completed within the stipulated period, PICTES may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Bid.	Bidder shall not be liable for any cost, expense or responsible in any manner in case Bidder chooses not to extend the bid validity. In case Proposal is agreed by both parties prior to expiry of Proposal Validity as per Bidder proposal and this agreement is signed off then this clause Proposal Validity shall no longer be operative.	As per RFP
6	HCL	Page 10, Deviations, Point 8.0	Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission	Request to consider acceptance of bids with Deviations, assumptions and recommendations.	As per RFP
7	HCL	Page 14, 16.0.1 Pre-qualification Bid, Point 6	Bidder should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008	Request to consider "Bidder or its Parent / Subsidiary Company should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008	As per RFP
8	HCL	Page 15, 16.0.1 Pre-qualification Bid, Point 7	Registered with the Service Tax Authorities	Request to consider "Bidder or its Parent / Subsidiary Company should be registered with the Service Tax Authorities	As per RFP
9	HCL	Page 15, 16.0.1 Pre-qualification Bid, Point 8	Certifications The Bidder should be ISO 9000/9001:2008 certified.	Request to consider Certifications The Bidder or its Parent / Subsidiary Company should be ISO 9000/9001:2008 certified.	As per RFP

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10	HCL	Page 15, 16.0.1 Pre-qualification Bid, Point 9	Should have been operating profitably for the last three financial years as of 31st March 2015.	Request to consider "Bidder or its Parent / Subsidiary Company Should have positive networth for the last three financial years as of 31st March 2015.	As per RFP
11	HCL	Page 15, 16.0.1 Pre-qualification Bid, Point 10	The bidder must have an average annual turnover of Rs. 10 Crores and positive networth over last 3 years as on 31/03/2015 from IT Hardware supply, installation and Maintenance Services	Request to consider " The Bidder or its parent/ subsidiary company should have an average annual turnover of at least Rs. 10 Crores and positive net worth over last 3 years as on 31/03/2015 from IT Hardware supply, installation and Maintenance & services business in each of the last 3 financial years.	Kindly refer to corrigendum
12	HCL/Spectra Computech	Page 15, 16.0.1 Pre-qualification Bid, Point 12	The Bidder must have executed at least two similar projects worth Rupees One Crore each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years where each project should have covered more than 100 locations across the country.	Request to consider "The Bidder or its parent / subsidiary company" must have executed at least two similar projects worth Rupees One Crore each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years where each project should have covered more than 100 locations across the country.	Kindly refer to corrigendum
13	HCL	Page 16, 16.0.2 Technical Bid, Last Point	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per Annexure „I“.	Request to consider taking this certification from respective OEM & have Annexure "I" submitted by the OEM as well for their respective part.	As per RFP
14	HCL	Page 17, 16.0.3 Commercial Bid, Point "a"	Bidders shall submit the commercial bid as per bid formats (ANNEXURE –'G')	Request to consider seeking Commercial bid with Capex and Opex prices separately so that the prices for Product and services gets paid separately and the prices for Opex (services) once quoted on yearly basis will also become a reference in case of extension of support services required beyond the contract period of 3 years.	As per RFP
15	HCL	Page 17, 16.0.3 Commercial Bid, Point "b" 1	The prices will be valid for a period of One Year from the date of issue of work order. PICTES reserve the right to release any additional order of any item(s) to the successful bidder during this price validity period without any cost escalation.	Request to seek this from respective OEMs as the price validity is totally OEM dependent.	Kindly refer to corrigendum

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16	HCL	Page 18, PBG, Point 20.0.1	<p>20.0.1 The successful bidder will furnish Performance Bank Guarantee within 15 working days from the notification of award, for a value equivalent to 10% of the total cost of contract.</p> <p>20.0.2 PBG shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.</p> <p>20.0.3 The successful bidder will be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the successful bidder fails to submit performance guarantee within the time stipulated, the PICTES at its discretion, may cancel the award of contract to the successful bidder without giving any notice.</p> <p>20.0.4 The THSP will not be entitled for any interest on the PBG submitted.</p> <p>20.0.5 PICTES shall forfeit the PBG in full or part in the following cases:</p> <ul style="list-style-type: none"> * When the terms and conditions of contract are breached/ infringed * When contract is terminated due to non-performance of the Service provider * Notice of reasonable time will be given in case of forfeiture of PBG. The decision of PICTES in this regard shall be final. 	<p>Request to consider PBG for a value equivalent to 10% of the Annual contract value for products and services separately. Maximum 5% of Annual Contract Value PBG (by whatever name called) should apply and PBG can be invoked only in case of material breach after reasonable cure period and 30 days notice. Also request to add the following text at Clause 20.0.6</p> <p>Notwithstanding anything to the contrary contained in the contract, the Performance Bank Guarantee shall be reduced: (b) pro rata by the portion of the value calculated on quarterly basis for the warranty period. Any Bank Guarantee shall automatically become null and void once all the obligations of the Bidder under the respective Bank Guarantee(s) have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The Performance Bank Guarantee shall be returned to the Bidder no later than thirty days after its expiration.</p>	As per RFP
17	HCL/M Intergraph	Page 20, Terms & Conditions of Performance, Point 25.0.3	THSP will hand over all the equipment's in working order to the new Service provider within two month after the expiry of contract. A certificate to this effect is required to be obtained by the THSP from the new service provider and to be produced along with the final claim/release of PBG of the contract.	Request to consider hand over of all the equipment in working order to new service provider by the last day of expiry of contract and in case if the same has to be done in one or two months, the proportionate amount of services be paid to the existing service provider.	As per RFP
18	HCL	Page 20, Terms & Conditions, Point 25.0.8 & 25.0.9	<p>25.0.8 THSP will be responsible for onsite comprehensive maintenance/ support during 3-year contractperiod.On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, UPS, system software, and networking (excluding nothing) etc. during 3-year contract period.</p> <p>25.0.9 In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of THSP, from a</p>	<p>Request to kindly add following text as clause 25.0.9</p> <p>Wherever purchase of goods and related services from alternative sources, at the risk and cost of the THSP is envisaged under this Agreement [e.g. on account of termination of Agreement, short supply failure to maintain the delivery schedule etc.], the resultant liability of the THSP shall be limited to the difference between the cost at which other sources shall be providing the deliverables/equipments/services of equivalent specifications and the cost at which the THSP agreed to provide the same under the Agreement. PROVIDED FURTHER THAT the THSP shall not be liable to such resultant liability in excess of five percent (5%) of the value of deliverables/equipments/ services which the Purchase is entitled to buy at the risk and cost of the THSP.</p>	As per RFP

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19	HCL	Page 20, Terms & Conditions of Performance, Point 25.0.9	In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of THSP, from any other source and shall be deducted from his next lease/contract payment	Request to consider incorporating in the existing clause "The aggregate maximum cost on account of risk purchase in any quarter shall not exceed 5% of the quarterly billing of the defaulted component/service. Notwithstanding anything contrary contained in this contract, in case, there is a delay in the delivery or acceptance testing of the Deliverable(s)/ Equipment(s)/Product(s) and/ or performance of Services, in accordance with the time schedule for the reasons solely attributable to the THSP, then the Client may claim from the THSP, in respect of the default, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the Client's claims in respect of delay and no further amounts may be claimed for damages or compensation from the HMSP in respect thereof.	As per RFP
20	HCL	Page 21, Terms & Conditions of Performance, Point 25.0.12	Client can move the equipment from one location to another with the help of THSP.	Request to add " Client can move the equipment from one location to another with the help of THSP however at the cost of the client."	Kindly refer to corrigendum
21	HCL/M Intergraph	Page 21, Terms & Conditions of Performance, Point 25.0.20	The Selected bidder will provide two day training to all teachers in each school regarding use of I.T equipments in teaching.	Request to confirm that this will not have any implication on the release of payment of delivered and installed Hardware.	Kindly refer to corrigendum
22	HCL/M Intergraph	Page 21, Helpdesk, Point 26.0.	The THSP will setup a helpdesk having Toll free number with minimum landline phone to log calls at their office.. PICTES will provide a web portal having all functionalities like call logging, call close, all type of reports, calculation of penalty etc.	Request to clarify on "minimum landline phone".	Kindly refer to corrigendum
23	HCL/M Intergraph/	Page 22, Delivery & Installation period, Point 28.0.1	The Supply and Installation period would be 45 days from the date of signing the contract & site readiness.	Request to consider 60 days from the date of signing of the contract & site readiness.	Kindly refer to corrigendum
24	HCL/M intergraph	Page 22, Penalty, Point 29.0.	All below penalties shall be levied on the selected Bidder for any failure happened on selected bidder part in any of the agreed terms & Condition. However, in any case, the total penalty value shall not be greater than 20% of the total contract value after which department reserve the right to cancel the contract or/and forfeiture of earnest money/ Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab.	Request to consider incorporating " However, in any case, the total penalty value shall not be greater than 10% of the Annual contract value for Products and 5% of the quarterly billing value for the services portion" instead of 20% of the total contract value.	Kindly refer to corrigendum

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25	HCL/M Intergraph	Page 22, Installation, Point 29.0.1	In the event of delay in the supply and installation, specified above, the bidder shall be liable to pay a penalty @ Rs. 2% of value of delayed item per week or part thereof for the delay at the respective location/site, For the purpose of this clause, part of a week shall be considered to be a full week. The delivery period should be adhered to as will be mentioned in the Award of Contract. The supply shall actually be deemed to have been completed on the actual date of entire installation of all equipment/ items.	The maximum penalty shall not exceed 5% of the billing of the defaulted component/service. Please add following Text Notwithstanding anything contrary contained in this contract, in case, there is a delay in installation, in accordance with the time schedule for the reasons solely attributable to the THSP, then the Client may claim from the THSP, penalty in respect of the delay, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the Client's claims in respect of delay and no further amounts may be claimed for damages or compensation from the HMSP in respect thereof.	As per RFP
26	HCL/M Intergraph	Page 23, Schedule of Payment, Point 30.0, A	Payment will be released to the bidder on successful delivery, installation & commissioning of all items at all the locations. The successful bidder will get the three (3) copies of installation report duly signed & stamped from the respective head of the school and District Education Officer (S.E). One copy of report shall be submitted at School, one at DEO office and one at PICTES head office. Turnkey Hardware & Service Provider shall inform in writing about complete installation and commissioning. However, 20% of the total value of the contract will be deducted as security which will be released as under:- * 20% of the Security will be released in six equal half yearly instalments after deducting any penalty during the three (3) years on the basis of THSP performance. The first six monthly instalments would be due after six months on successful delivery, installation & commissioning of all items at all the locations and final acceptance given by the PICTES.	Request to consider the payment terms as: For Products: 90% Payment will be released to the bidder on successful delivery, and balance 10% on installation & commissioning of all items at all the locations. For Services / Operations & Maintenance: Payment will be released in advance quarterly during the contract period.	As per RFP
27	HCL/M Intergraph/ Ricoh	Page 23, Schedule of Payment, Point 30.0, B	The department may conduct inspection of hardware through a committee constituted from department or through any other agency (third party) before making first payment.	The inspection of delivered hardware through a committee constituted from department or through any other agency (third party) before making the first payment 90% of the Product value, should not get delayed beyond 15 days of submission of Invoice & proof of delivery and in case of such delay the payment should be made on the 15th day itself.	Kindly refer to corrigendum

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28	HCL	Page 23, Taxes and Duties, Point 31.0	The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc if any	Request to consider " The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc if any, however all such taxes and duties would be recovered from department as and when there is a change made by GOI / State Government at the time of raising the invoice(s).	As per RFP
29	HCL	Page 23, Insurance, Point 32.0	The installed equipment under the contract shall be fully insured throughout the contract period of three (3) years by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, THSP shall replace those items within 4 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA. PICTES will not provide Non-Traceable Reports (NTR) to THSP in case of any theft. However, the required assistance would be provided to the THSP in this regard.	Request to consider " In case of any loss, theft, fire, burglary or damage, THSP shall replace those items within 6-8 weeks after the receipt of FIR copy." Also PICTES should provide Non-Traceable Reports (NTR) to THSP in case of any theft.	The installed equipment under the contract shall be fully insured throughout the contract period of three (3) years by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, THSP shall replace those items within 6
30	HCL/M intergraph	Page 24, Liquidated Damages, Point 34.0	<p>In the event of the failure of the bidder to start delivering the maintenance services to the Client, then he shall be liable for penalties per school as per the following terms:</p> <ul style="list-style-type: none"> • Per week, 1% of the total contract value shall be deducted for unfinished tasks subject to maximum of 4% (4 weeks). • After 4 weeks, the penalties shall be doubled. • If for another 4 weeks, the THSP is not able to complete the unfinished tasks, the client reserves the right to take further actions for cancellation of contract. • The overall maximum Liquidated damages for delay in services that can be imposed on THSP shall not exceed 15% of the value of the delayed deliverable. 	<p>Request to consider "The aggregate maximum liquidated damages, shall not exceed 5% of the value of the delayed deliverable.</p> <p>Please add following Text</p> <p>Notwithstanding anything contrary contained in this contract, in case, there is a delay in the delivery or acceptance testing of the Deliverable(s)/ Equipment(s)/Product(s) and/ or performance of Services, in accordance with the time schedule for the reasons solely attributable to the THSP, then the Client may claim from the THMP, as liquidated damages in respect of the delay, a sum equivalent to 0.25% of the value of the delayed Deliverable(s)/ Equipment(s)/ Product(s) and/or Services for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 5% of the value of delayed Deliverable(s)/Equipment(s)/Product(s) and/or Services. Payment of this amount shall fully satisfy the Client's claims in respect of delay and no further amounts may be claimed for damages or compensation from the THSP in respect thereof.</p>	As per RFP
31	HCL	Suggested New clause	Maximum Penalty Cap	<p>The aggregate maximum liquidated damages, penalty and risk purchase shall not be greater than 10% of the Annual contract value for Products.</p> <p>For services / Operations & Maintenance part the penalty shall not exceed 5% of the quarterly billing value in any quarter of the defaulted component/service. Penalties and Liquidated Damages shall not run concurrently for the same cause.</p>	As per RFP

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32	HCL	Page 24, Limitation of Liability, Point 34.0	Notwithstanding anything contained herein, the THSP shall not be liable for any indirect damages such as in the nature of loss of profit or loss of revenue and liability towards direct damages arising direct on account of the cat of omission or commission on the part of THSP shall not exceed the contract value in this agreement.	Please substitute following text for the existing clause Not with standing anything contained herein, the THSP shall not be liable for any indirect damages such as in the nature of loss of profit or loss of revenue and liability towards direct damages arising direct on account of the cat of omission or commission on the part of THSP shall not exceed 10% of the Annual contract value.	As per RFP
33	HCL		<p>The client may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the THSP, terminate the contract in whole or in part if:</p> <ul style="list-style-type: none"> * The THSP fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the client. * The THSP fails to perform any other obligation(s) under the Contract. * Penalty for non-achievement of Service Level requirement Reaches upto 15 % of six monthly payments in successivethree payments. * The THSP shall be given maximum of two opportunities of 30 Days each to improve his service level and meet the Obligations as per the contract. 	<p>Please add the following text as clause 35.0</p> <p>In the event of termination of the Contract by the Client for any reason whatsoever, the Client shall pay the THSP the following amounts:</p> <p>(a) The Contract Price, attributable to the parts of the System(s)/Work(s) executed including goods and services delivered (including also the Work in Progress) by the HMSP up to the date of termination. In respect of capital items deployed in the Project, the Client must purchase at the Written Down Value (WDV) from the THSP all IT & non-IT infrastructure and the software deployed. Written Down Value (WDV) shall be computed at depreciated value by applying ten per cent (10%) depreciation per annum on written down value basis, on the value of the infrastructure deployed hereunder. VAT and other taxes as applicable shall be payable by the Client on such WDV. In case the Client is unable to purchase as mentioned above, the Client must pay as Liquidated Damages on written down value of all IT & non-IT infrastructure and the software deployed by applying depreciation @ fifteen per cent (15%) per annum.</p> <p>(b) The costs reasonably incurred by THSP in the ramp down / disengagement of HMSP's and its subcontractors' personnel;</p> <p>(c) Any amount to be paid by THSP to its subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</p> <p>(d) Costs incurred by THSP in protecting the System(s)/ Work(s) and leaving the site in a clean and safe condition pursuant to this clause; and</p> <p>(e) The cost of satisfying all other obligations, commitments, and claims</p>	As per RFP

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34	HCL	Page 24, Termination for Default, Point 35.0		<p>The Agreement shall be valid only up to the Service period as specified in the contract, unless terminated earlier under any of the following clauses:</p> <p>a) Forthwith by Vendor on giving notice in writing to the Department, if the Department fails to pay any sum due under the terms of this Agreement (other than as a consequence of any default on the part of Vendor) and such sum remains unpaid for fifteen days after written notice from Vendor requesting such sum to be paid.</p> <p>b) Forthwith by either party on giving notice in writing to the other if the other party is in material breach of any term of this Agreement (other than any failure by the Department to make payment in which event the provisions of paragraph (a) above shall apply) and (in the case of a breach capable of being remedied) shall have failed to have remedied, within 30 days of receiving a written notice requiring it to do so.</p> <p>c) Forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an</p>	As per RFP
35	HCL			<p>(2) Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.</p> <p>(3) On the termination of this Agreement the Department shall be not entitled to any refund of the Maintenance Charge paid in advance and which relates to Maintenance Services not availed by the Department until the effective date of termination.</p> <p>(4) Upon any termination, the Department shall also be liable to pay for products and services delivered till effective date of termination. In case of termination for reason other than breach of contract by Vendor, Department shall also pay a Termination fee. Termination fee shall be equal to 1/4th of annualized services billing, taking twelve months billing immediately preceding effective date of termination as basis. In case there is unrecovered Vendor investment then the same shall be paid by Department in lump sum.</p> <p>(5) Any reverse transition requirement, charges and methodology shall be mutually agreed after notice of termination. Such reverse Transition charges and termination fee shall be paid in advance.</p>	As per RFP

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36	HCL	Page 25, Suspension, Point 38.0	<p>The client may by a written notice of suspension to the THSP, suspend all payments to the THSP under the contract, if the THSP failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:</p> <p>* Shall specify the nature of the failure and</p> <p>* Shall request the THSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the THSP.</p>	<p>Request to incorporate "Vendor reserves the right to suspend services under the contract in the event of delay in realization of payment 15 days beyond invoice date. The suspension in services shall take place following a written notification to the Department, until payment in full of the outstanding amounts. In the event of suspension as aforesaid, the time schedule shall be automatically extended for the actual duration of the suspension of services and Vendor shall be reimbursed by the Department for additional costs, if any incurred, as a result of such suspension." Please add following text as clause 38.0</p> <p>However Payment for satisfactorily performed services shall not be suspended by the Client.</p>	As per RFP
37	HCL	Page 26, Force Majeure, Point 43.0	<p>43.0.1 Notwithstanding the provisions of the tender, the THSP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>43.0.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the THSP and not involving the THSP and not involving the THSP fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>43.0.3 If a Force Majeure situation arises, the THSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the THSP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the THSP, if as a result of Force Majeure, the THSP being unable to perform a material portion of the services for a period of more than 60 days.</p>	<p>Please add following text at the end of clause 43.0.3</p> <p>However, Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.</p>	As per RFP

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38	HCL	Page 26, Contract Period, Point 45.0	The total final contract period shall be for three (3) years from the time of final acceptance given by PICTES after successful installation of hardware. In case of any delay in the project not attributable to the Service provider, or extension of project beyond contract period, the service provider has to provide the services as per the unit rates quoted in commercial bid submitted. The operation and maintenance contract can be extended on same rates & Term/ Conditions.	Kindly consider "The total final contract period shall be for three (3) years from the time of final acceptance given by PICTES after successful installation of hardware, subject to final acceptance is not delayed beyond 7 days by PICTES. If not accepted within 7 days of submission of Invoice & Installation notes, the commencement of contract be effective from 7th day. * Please clarify how can the service provider extend the services when the reference of unit rates of services has not been sought as a separate line item. Hence have suggested above the revised commercial bid format which should have the product and the service unit prices quoted separately.	Kindly refer to corrigendum
39	HCL	Page 27, Resolution of Disputes, Point 46.0	The cost of such arbitration shall be borne by the THSP.	Kindly consider "The cost of such arbitration shall be borne by the respective parties".	As per RFP
40	HCL	General	Delay in Payment	Request for inclusion of the following clause: Interest on delayed payment and suspension. Client shall release the payment due to the THSP on or before the due date. Late payments shall automatically bear interest at an annual rate equal to 18% per annum for the relevant delayed period, calculated from the date due until date of full payment. In the event Client fails to pay any amount to the THSP on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the THSP shall be entitled to suspend performance of its obligations under the Contract, following written notification to Client, until realization of full outstanding amount in respect of the Services actually delivered and rendered and not paid for. In the event of suspension by the THSP of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the THSP shall be reimbursed by Client for any damage or additional cost incurred as a result of such suspension. In case the period of suspension exceeds two months, the THSP shall have the right to terminate the Agreement.	As per RFP
41	M. Intergraph Pvt. Ltd.	Page - 9, Clause 4.0.5	Replacement of hardware in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the contract period of three (3) Years.	Replacement after theft /fire/damage is not possible at all. After the product has been sold and handed over to PICTE, the vendor cannot insure or claim insurance for PICTE's property. The insurance has to be done through PICTE only, at most vendor can pay for insurance charges. the claim to be taken directly by PICTE and new equipment can be purchased.	As per RFP

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
42	M. Intergraph Pvt. Ltd.	Page 16, Clause 16.0.2 Point 5	The bidder must submit MAF certificate from the principal hardware company with a validity product life of 4 years.	OEM cannot mention product life in MAF, we can provide separate letter indicating that the Spare and support will be available for next 4 years/ Throughout the warranty period	Kindly refer to corrigendum
43	M. Intergraph Pvt. Ltd.	Page 18, Clause 20.0.1	The successful bidder will furnish Performance Bank Guarantee within 15 working days from the notification of award, for a value equivalent to 10% of the total cost of contract.	We request you to kindly Modify the payment term and release the final 10%/20% against this bank Guarantee.	As per RFP
44	M. Intergraph Pvt. Ltd.	Page 20, Clause 25.0.4	If any equipment/partis damaged for any reason during the contract period, the THSP is liable to replace the same with the same or higher configuration with no extra cost. The downtime due to such components would be taken into account for calculation of SLA.All breakdown calls in Hardware/Software installed in labs are to be resolved by THSP irrespective of reason of fault i.e. Physical & Electrical damage.	we request you to kindly delete this clause: any equipment stolen/ burned/ physically damaged cannot be covered under the warranty and hence cannot be replaced in any case.	As per RFP
45	M. Intergraph Pvt. Ltd.	Page 21, Clause 25.0.18	The Selected Bidder shall be required to maintain a school engineer minimum ratio of 45:1 to achieve the SLA.	Kindly clarify if any dedicated resident engineer is required to be provided at schools.	As per RFP
46	M. Intergraph Pvt. Ltd.	Page 23, Clause 32.0	The installed equipment under the contract shall be fully insured throughout the contract period of three (3) years by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, THSP shall replace those items within 4 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA. PICTES will not provide Non-Traceable Reports (NTR) to THSP in case of any theft. However, the required assistance would be provided to the THSP in this regard.	we request you to kindly delet this clause. Insurance by vendor after handover of quipements to PICTE is technically not possible. Replacement after theft /fire/damage is not possible at all. After the product has been sold and handed over to PICTE, the vendor cannot insure or claim insurance for PICTE's property. The insurance has to be done through PICTE only, at most vendor can pay for insurance charges. the claim to be taken directly by PICTE and new equipment can be purchased.	As per RFP
47	M. Intergraph Pvt. Ltd.	Page 30: specification for Desktop	Bus Architecture Integrated Graphics, 2 PCI full height , 1 PCI Express x 1	Fulllength PCI is Obsolete and 2 PCI full length is not available with Most of OEMs hence we request you to kindly remove this parameter	Kindly refer to corrigendum
48	M. Intergraph Pvt. Ltd.	Page 30: specification for Desktop	Operating System Operating System would be procured by Education Department separately and would be supplied to each school directly. The tenderer would be responsible to install and maintain this operating system on the desktops at no extra cost in all schools during the entire project period.	We requeust you to kindly confirm that the procurement of Operating System is completed prior to the delivery of equipments so that the installation workisnot delayed. In case the Operating system is not available at the time of delivery of equipments under this project, the payment should be released considering the site not ready.	Clarified in Pre Bid meeting that the license will be procured seperately by the department and will be given to THSP for installation.
49	M. Intergraph Pvt. Ltd.	Page 30: specification for Desktop	Power 250 W or higher SMPS to withstand the load of 2 shared computing devices installed inside system.	Please note that no shared computing device is to be installed inside the Desktop/ Server system, hence we request you to kindly remove this parameter.	Kindly refer to corrigendum

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
50	M. Intergraph Pvt. Ltd.	Page 15 Clause 12	The Bidder must have executed at least two similar projects worth Rupees One Crore each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years where each project should have covered more than 100 locations across the country.	Conflicting parameters: kindly confirm if the previous experience is required for 100 locations or 200 locations. We further request you to kindly accept purchase order worth more than 1.0cr even with fewer number of locations	Kindly refer to corrigendum
51	Spectra Computech?N-Computing	Page 15, Point 11	The average turnover of OEM of quoted products – Computers, UPS, Shared Computing device, Printer must be Rs. 250 crore, Rs.10 crore, Rs.50 crore, Rs. 50 crore respectively in last three years as on 31/03/2015. (Document required -Authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover.)	The average turnover of OEM of quoted products – Computers, UPS, Printer must be Rs. 250 crore, Rs.10 crore, Rs. 50 crore respectively in last three years as on 31/03/2015. (Document required -OEM balance should be applicable. NO FCA Certificate required from OEM) . N-Computing - As we do not bill our product directly to customers, We bill our product to our national distributors only, So we can't produce our balance sheet. You are requested to relax this criterion for shared computing, However we have a customer base of more than 13 Lacs units in india in last 5 years.	Kindly refer to corrigendum
52	Ricoh	Item Description (Page no 8)Networking and conduiting for One Server and upto four shared (dummy) computers as the case may be	Networking and conduiting for One Server and upto four shared (dummy) computers as the case may be	Please clarify about I/O switch insltalltion We suggest please add 4U Rack, Patch Cord 1m or 2m,Cable Manager, Patch Pannel	Kindly refer to corrigendum
53	Ricoh	Pre Qualification Bid Consisting (Page no 14 point no 9)	Should have been operating profitably for the last three financial years as of 31st March2015.	Please ease the norms by (Should have been operating profitably for the last two financial years as of 31st March2015.0	Kindly refer to corrigendum
54	Ricoh	25 .0 (Term and condition of performance) 25.0.7 page no 20	The services shall be provided Mondays to Saturdays on working hours of the Government Schools	We requeest you to kindly make it Monday to Friday	As per RFP
55	Ricoh	39.0 THSP'S Service support personnel (Page No 25)	The THSP shall employ and deploy qualified and experienced service support personnel as per the requirements of O&M support to provide quality services under the contract.	Please clarify qualification of personnel and number of personnel and at what ratio per school	Clarified in Pre Bid meeting
56	Ricoh	40.0 THSP Project Manager Page no 25	The THSP shall ensure that all the times during the contract period, dedicated project Manager, acceptable to the client, shall take charge of the performance of the contract.	Please clarify qualification of personnel and number of personnel	Clarified in Pre Bid meeting
		Annexure B Point 4 Laser Printer			
		Print speed	22 ppm (A4) or higher	22 PPM/33 PPM	
		First-Page-Out	As fast as 8 sec	Less than 6 sec/6.5 sec	
		Resolution	1200 dpi effective output	1200x600 dpi	
		Duty Cycle	Up to 8000 pages	20000 pages/50000	

Sr. No.	Company Name	Tender Doc (Section & Page)	Clause	Request	Response of Department
57	Ricoh/Canon/Samsung	Processor	750 MHz or higher	360 MHz/OEM /600 Mhz	Kindly refer to corrigendum
		Std	8 MB	128 MB/64	
		Input	10-sheet priority feed slot; 250-sheet input tray	150- sheets Input tray, 1-sheet bypass tray/ 1 sheet priority feed slot	
		Output	150-sheet face-down bin	50-sheets output/100 sheet face down	
		Duplex	In-built (driver support provided)	Manual Duplex	
		Sizes	A4, Letter,A5,A6,B5,B6	A4, Letter,A5,A6,B5,B6	
		Paper Weights (g/m ²)	60 to 163 g/m ²	60 to 105 g/m ²	
		Types	Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, transparencies, postcards	Plain Paper, Recycled Paper/All laser supported paper based media	
		Power Consumption	active: 450 watts ; standby: 1.2 watts ; powersave: 0.9 watts (auto-off) ; off: 0.5 watts or better	356W (Printing Mode), 2.6W (Sleep mode)/sleep mode 1.4/ 700 Watt (active), 10W (ready), 1.1 W (sleep)	
		Languages	Host-based printing	Host-based/UFR	
		Interfaces	Hi-Speed USB 2.0 port & Ethernet 10/100	High-Speed USB2.0, Ethernet 10/100BASE-TX, IEEE 802.11 b/g/n	
58	Ricoh	1 KVA Online UPS page no 33	Battery Brands	Please mention battery warranty	As per RFP
59	Ricoh	Battery Brands page no 34	Reputed & Reliable brands like Exide, Panasonic, Rocket, Hitachi, Quanta, CSB, Base Terminal, Okaya, Luminous, Amaraja or same brand of UPS OEM.	Reputed & Reliable brands like Exide, Panasonic, Rocket, Hitachi, Quanta, CSB, Base Terminal, Okaya, Luminous, Amaraja , either same brand of UPS or battery OEM.	As per RFP