

CORRIGENDUM FOR TENDER (REF. No. DGSE/2017-18/9)			
Sr. No.	Tender Doc (Page & Section)	Existing Clause	New Clause
1	Page-10, clause - c (ii) (Scope of Work)	There may be 700 - 800 faulty hardware items pending in 486 Schools covered under ICT phase-IV as hardware installed in these schools is being maintained at schools level. The no. of these hardware complaints may differ at the time of signing of agreement. The HMSP will be responsible for making all hardware functional within 45 days from date of agreement. No extra cost will be given to HMSP to make all the hardware functional even in all those conditions where hardware is non-functional before contract.	The Bidder shall provide unit rate of all hardware components like motherboard, processor, keyboard, mouse, HDD, DVD RW, UPS, Stabilizer, LED etc. of same or above specification in commercial bid (as per performa II (c)). After the signing of contract agreement, HMSP will inspect all the infrastructure and submit the report of all faulty hardware items within 30 days from the date of agreement. The report must be duly signed by school head & computer faculty of concerned school. The client reserves the right to ask HMSP to change all the faulty hardware parts on the negotiated unit rates provided in the Commercial bid (performa -II (c)) or client may get the hardware repaired from its own sources. The decision of client will be final. HMSP must replace/repair faulty hardware within 30 days of the consent given by the client. This clause is applicable only for hardware items faulty before start of contract period.
2	Page-12, clause -(ii) (Scope of Work)	There may be some non-functional hardware in some of the labs across the state under PES Phase-I, II, III & IV (mentioned above) as hardware installed in these schools is being maintained at School Level. The bidder will be responsible for making all hardware functional within 45 days from date of agreement. No extra cost will be given to HMSP to make all the hardware functional even in all those conditions where hardware is non-functional before contract. The interested bidders may conduct a survey to find the percentage of non-functional hardware installed in these schools and price may be quoted accordingly. PES shall provide the list of all schools where E-Libraries have been installed.	
3	Page-13, clause - vii (Scope of work)	Battery replacement/Refresh:- Old UPS batteries of all the School covered under PES Phase-I, II, III & IV (Total no. of schools – 2983) had been replaced and the list will be provided. The contract value include maintenance of all UPS batteries installed in 2983 schools and replacement any number of times when these become unserviceable.	Battery replacement/Refresh:- The client may ask to replace the unserviceable/faulty batteries on negotiated unit rates provided in commercial bid (performa II (b)) by the HMSP. The HMSP shall be responsible for the repair /maintance /replacment of these replaced batteries any number of time during the contract period. The payment for replacement of faulty batteries will be made within 60 days from the submission of invoice & installation reports duly signed & stamped by school head.
4	Page - 15, clause 4 (I)	DGSE also reserves the right to vary the quantity of the equipment at the time of signing the contract agreement.	DGSE also reserves the right to vary the quantity of the equipments at the time of signing the contract agreement as well as during the contract period and the payment shall be made on pro-rata basis
5	Page- 18, clause-13 (f) (Disqualifications)	Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted.	Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted in the last 5 years
6	Page- 19 & 38, clause 3 (Pre-Qualifcation cum Technical bid)	Power of attorney (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	Power of attorney (if any) in the name of the person(s) authorized by the bidder or Board resolution as authorized signatory is one of the member of board resolution to sign bid documents.
7	Page- 20 & 38, clause 8 (Pre-Qualifcation cum Technical bid)	Bidder should have been operating profitably for the last three financial years as on 31 st March 2017.	Bidder should have positive networth over the last two (2) financial years as on 31 st March 2017.

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8	Page- 20 & 39, clause 9 (Pre-Qualification cum Technical bid)	The bidder must have an average annual turnover of Rs. 5 crore for Project A and Rs. 20 Crore for Project B for last 3 years as on 31/03/2017 from IT maintenance services.	The bidder must have an average annual turnover of Rs. 5 crore for Project A and Rs. 15 Crore for Project B for last 3 years as on 31/03/2017 from IT maintenance services.
9	Page- 20 & 39, clause 10 (Pre-Qualification cum Technical bid)	The Bidder must have executed at least two similar projects worth Rs. 1 crore each for hardware maintenance support in Govt. Sector/ PSUs/ Banks in the last three years where each project should have covered more than 200 locations or more than 2000 desktop across the country.	The Bidder must have executed at least two similar projects worth Rs. 1 crore each for hardware maintenance support in Govt. Sector/ PSUs/ Banks/ reputed financial institutions/Large corporates (with minimum average annual turnover of Rs. 100 crore for last 3 years) in the last three years where each project should have covered more than 200 locations or more than 2000 desktop/server computers across the country.
10	Page- 23, Clause 21 (c) Fraud and Corruption	DGSE will reject a bid for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices, DGSE will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.	DGSE will reject a bid for award, if a court of competent jurisdiction determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices, DGSE will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found by a court of competent jurisdiction to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.
11	Page- 26-27, clause-26 (Penalty)	<p>a) 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. If at any stage of the contract department finds that the services of the HMSP are not upto the mark or as per the terms & conditions of the agreement, department reserve the right to cancel the contract or/and forfeiture of earnest money/ invoke the Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab. An unexcused delay by HMSP in the performance of its O&M obligations shall render him liable to any or all of the following penalties:-</p> <ul style="list-style-type: none"> • Operation & Maintenance period: - To be calculated as per the Service Level Agreement (SLA), attached as Annexure 'C'. The time of delay/ default for determination of penalty will be calculated from the time of lodgment of complaint at the online portal/dedicated toll free number/e-mail/ fax. The total penalty liable will be to the extent of 50% of the total contract value, after this the client reserves the right to take further actions for cancellation of contract • Any penalty due during AMC period will be adjusted against the half yearly payments. • Forfeiture of earnest money/ bank guarantee. • Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD/ bank guarantee and subsequently the firm may also be blacklisted. 	<p>a) 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. If at any stage of the contract department finds that the services of the HMSP are not upto the mark or as per the terms & conditions of the agreement, department reserve the right to cancel the contract or/and forfeiture of earnest money/ invoke the Performance Bank Guarantee. An unexcused delay by HMSP in the performance of its O&M obligations shall render him liable to any or all of the following penalties:-</p> <ul style="list-style-type: none"> • Operation & Maintenance period: - To be calculated as per the Service Level Agreement (SLA), attached as Annexure 'C'. The time of delay/ default for determination of penalty will be calculated from the time of lodgment of complaint at the online portal/dedicated toll free number/e-mail/ fax. The total penalty liable will be to the extent of 15% of the total contract value, after this the client reserves the right to take further actions for cancellation of contract • Any penalty due during AMC period will be adjusted against the half yearly payments. • Forfeiture of earnest money/ bank guarantee. • Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD/ bank guarantee.

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12	Page- 27, clause-27 (Liquidated damages)	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:	In the event of the failure of the bidder to start the mandatory replacement of the UPS batteries , then he shall be liable for penalties per school as per the following terms:
13	Page- 27, clause-27 (Liquidated damages)	The overall maximum Liquidated damages for delay in services that can be imposed on HMSP shall not exceed 15% of the value of the contract value.	The overall maximum Liquidated damages for delay in services that can be imposed on HMSP shall not exceed 12% of the value of the contract value.
14	Page- 27, clause- 28 Project A, (a) (Schedule of Payment)	The entire amount shall be released in six equal half-yearly installments during contract period of three (3) years.	The entire amount shall be released in equal installments after every four months during contract period. Payment will be made to the HMSP with 60 days from the date of submission of clean invoice and required documents.
15	Page- 27, clause-28 Project B, (a) (Schedule of Payment)	The entire amount shall be released in six equal half-yearly installments during contract period of one (1) year.	The entire amount shall be released in equal installments after every four months during contract period. Payment will be made to the HMSP with 60 days from the date of submission of clean invoice and required documents.
16	Page- 30, clause-39 (Confidentiality)	The HMSP and its personnel shall not, either during the term of this contract or after expiration of this contract , disclose any proprietary or confidential information relating to the Services, contract or the client's business or operations without the prior written consent of the client.	The HMSP and its personnel shall not, either during the term of this contract, disclose any proprietary or confidential information relating to the Services, contract or the client's business or operations without the prior written consent of the client.
17	Page- 31, clause-42 (Price Fall)	Price Fall - The prices charged for the Services under the contract by the bidder shall in no event exceed the lowest price at which the bidder offered services of identical description to the Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, during the currency of the contract. If, at any time before the signing of contract the prices are lowered on account of service tax or other related activity, the bidder shall pass on these benefits to the client.	Clause deleted
18	Page 32, clause- (f) (other conditions)	The HMSP shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.	Clause deleted
19	Page 40 to 42 Performa II(A) & II (B)	Total cost quoted above is an all-inclusive figure i.e. out-of pocket, Installation & commissioning, expenses, traveling, boarding, lodging and other operating cost etc.	Total cost quoted above is an all-inclusive figure i.e. all taxes/duties, GST , out-of pocket, Installation & commissioning, expenses, traveling, boarding, lodging and other operating cost etc.
20	Page 42 Performa II (b)	Total Amount (inclusive all applicable taxes) (INR) $C=B*C$	Total Amount (inclusive all applicable taxes) (INR) $D=B*C$
21	Page 40 to 42 Performa II(A) & II (B)	Note -New Clause	Kindly read Unit Cost/Unit Price as a AMC cost per item in case of maintenance services required.

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22	Page 51 - Annexure 'C'- Service Level Agreement	<p>No. of working days Penalty amount for Critical Equipment (*)</p> <p>Up to 2 days No penalty</p> <p>03-07 @ Rs. 350/- per day</p> <p>08-15 @ Rs. 700/- per day</p> <p>15-25 @ Rs. 1400/- per day</p> <p>No. of working days Penalty amount for Non- Critical Equipment (**)</p> <p>Up to 3 days No penalty</p> <p>04-08 @ Rs. 250/- per day</p> <p>09-16 @ Rs. 500/- per day</p> <p>17-25 @ Rs. 750/- per day</p>	<p>No. of working days Penalty amount for Critical Equipment (*)</p> <p>Up to 2 days No penalty</p> <p>03-07 @ Rs. 150/- per day</p> <p>08-15 @ Rs. 250/- per day</p> <p>15-25 @ Rs. 500/- per day</p> <p>No. of working days Penalty amount for Non- Critical Equipment (**)</p> <p>Up to 3 days No penalty</p> <p>04-08 @ Rs. 100/- per day</p> <p>09-16 @ Rs. 200/- per day</p> <p>17-25 @ Rs. 300/- per day</p>
23	New Clause	New Clause	The L1 bidder shall be liable to negotiate the unit rates of UPS batteries (Performa - II(b) for Project B and unit rates of various hardware items (Performa-II (C)) with the Lowest unit rates provided by any other bidder for these items regarding this RFP.
24	Page 5, Dcoumet Control Sheet	<p>Last date and time for submission of bids - 19th September 2017 till 1700hrs</p> <p>Date and time of opening of Pre-Qualification cum Technical bid - 20th September 2017 at 1100hrs</p> <p>Date of Opening of Commercial bids - 22nd September 2017 at 1100hrs</p>	<p>Last date and time for submission of bids - 25th September 2017 till 1700hrs</p> <p>Date and time of opening of Pre-Qualification cum Technical bid - 26th September 2017 at 1100hrs</p> <p>Date of Opening of Commercial bids - 27th September 2017 at 1100hrs</p>