

Pre Bid Meeting queries and clarification furnished by HDC, KoPT

Name of work: Tender for supply, installation & commissioning of 200 Desktop Computers along with 200 UPS systems with 5-year comprehensive onsite warranty at Haldia Dock Complex, Kolkata Port Trust.

Tender Number : Ad/007/Computer/Clients/2017
 E-Tender Number : KoPT/Haldia Dock Complex/Admn. Div/2/17-18/ET/2
 Pre Bid Meeting Date : March 28, 2017

No representation from intending bidders was there during the pre-bid meeting. Queries received over email / letter and clarification for the same are below -

Queries submitted by : Millennium Automation & Systems Ltd.				
Sl.	Reference	Clause	Clarifications Sought/ Queries	Clarification furnished by HDC, KoPT
1	Annexure 1 (Page No. 30) SI. No. 25 of Technical Specifications for Desktop Computer	Compliance/Certification: For OEM: ISO9001 and 14001. For quoted model: UL/ FCC, EPEAT GOLD , ENERGY STAR 6 and IPv6.	We wish to bring to your kind notice that we are an OEM for our own brand of Desktop which is domestically manufactured under the "MAKE IN INDIA PMA POLICY" of DeITY, Govt of India. EPEAT Gold is an environmental standard followed by EU; most MNC brands in India use this certification as a 'non-tariff' trade barrier to put local (domestic) OEM's at a disadvantage. As per DeITY, Government of India policies, every effort has to be made to encourage local OEM(s); corollary will be to avoid all such 'non-tariff' trade barriers that put Domestically Manufacturers at a disadvantage. We request that this EPEAT Gold may please be removed or alternately, relaxation given on the same for Domestically Manufacturers OEM(s) of desktop PC.	As per Tender Document
2	Annexure 1 (Page No.	Minimum guiding specification for	As per your tender Annexure I you have specified brand	As per Tender

	29)	Desktop Computer (Make: HP / DELL / LENOVO / ACER)	name (HP/DELL/LENOVO/ACER) we wish to bring to your kind notice that as per CVC and Competition Commission of India guidelines in any of the open tender Brand name cannot be specified an as it will restrict the competition and also it is against the Government of India PMA DeITY Policy. It is also stated that all possible efforts should be made to accommodate Domestically Manufacturer and preference should be given to all Domestically Manufacturer. Hence we request to amend the clause (HP/DELL/LENOVO/ACER) OR Equivalent for larger participation. Please find attach DeITY Policy for your kind reference.	Document
	3.		Request for Inclusion of following clause in Tender to Document. 1. Include and implement "MAKE IN INDIA PMA" DeITY Policy in your tender please find attach DeITY policy for your kind reference. 2. As per PMA policy 50% of tendered Qty is to be reserved for Domestically Manufactured goods after meeting L1 prices. 3. As per MSME 20% of tendered Qty is reversed for MSME registered vendors.	Not acceded to
Queries submitted by : Millennium Cyberworks				
4	Clause 2.7 (Page No. 16) of Scope of	If any unit is not rectified within NBD from the date-time of complaint, compensation @ INR	We request you to cap Maximum penalty during warranty period under this clause shall be capped at 5%	Not acceded to

	Work	500/- shall be imposed for delay of every day or part thereof.	of PO value.	
5	Clause 3.4 – (Page No. 19)	Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting.	We requests for the inclusion of the following terms in this clause: . "Any upward/downward revision of applicable tax rates or any impact due to introduction of new taxes by the statutory authorities shall be passed onto the Customer"	Not acceded to
6	Clause3.13 (PageNo.22) Termination of Contract	If at any point of time during the period of contract it is observed that supply/services under the provisions of this contract is not being rendered in part / full or not up to the satisfaction of HDC, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Senior Deputy Manager (Administration), HDC, KoPT through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC, KoPT and /or legal obligations are not being fulfilled by the successful bidder, Senior Deputy Manager (Administration), HDC, KoPT shall terminate the full or part of the contract after giving 30 days notice and his decision in the matter shall be final and binding on the successful bidder. During the termination notice period of 30 days as above, the	We requests that a termination shall take place only in case of a material breach of the contract by the bidder, which remains uncured despite prior notice of thirty (30) days by the customer to cure the breach.	Not acceded to

		successful bidder may be asked by HDC, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.		
7	Clause 3.21 (PageNo.24)- Dispute	In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.	We requests for resolution of disputes via a binding to Arbitration wherein the sole arbitrator is mutually appointed by both the Parties.	Not acceded to
8			We requests for an inclusion of the Limitation of Liability Clause stating that HP's liability to Customer under this Agreement is limited to the Total Contract Value. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages.	Not acceded to