

Statement of Pre-Bid Queries received from the prospective bidder in respect of Tender Notice No.HIGH COURT/DISPLAY SYSTEM /519/2022 dated 25/11/2022

Meeting date 06/12/2022 (Through Video Conferencing)

Sr. No.	Name of the Company	Tender Section No.	Tender Page No.	Tender Clause No	Existing Clause details	Clarification Sought	Reply of the Committee
1	Earth Syscom Pvt. Ltd.	1.48	32	1.48.2	Maximum Period for Delivery from the date of Purchase order =4 Weeks (excluding acceptance testing Period)	Requesting you to Extend Delivery Date up to 8 weeks from the receipt of Purchase order	No Change
2	Earth Syscom Pvt. Ltd.	1.48	32	1.48.2	Maximum Period for installation from the date of Purchase order including delivery period = 6 weeks	Requesting you to Extend Delivery Date up to 10 weeks from the receipt of Purchase order	No Change
3	Earth Syscom Pvt. Ltd.	1.49	36	1.49.3	100% payment will be made after satisfactory delivery, installation and commissioning thereof.	Requesting to you change payment terms as 70% on delivery and 30% on Installation	No Change
4	Earth Syscom Pvt. Ltd.	1.49	36	1.49.4	As far as possible, payment will be made within 60 days after submission of duly signed and stamped Delivery Challans.	Requesting you change the payment within 30 days after submission of duly signed and stamped.	No Change
5	Earth Syscom Pvt. Ltd.	1.50	37	1.50.15	In case of any problem in Hardware or Software, the Bidder shall depute its expert Engineer / technician for resolving the issues at the Bombay High Court, Bench at Nagpur or Aurangabad within 3 hours from logging a Call with the Bidder through Telephone / email / Letter or any mode of communication. No telephonic or online resolution is allowed	Requesting to you to change resolving time period of any issue to 6 hours from the logging of the call.	No Change
6	Earth Syscom Pvt. Ltd.	Annexure 9 : Main Technical MT.01	56	Sr. No.29	•Grade: Industrial	Change to Industrial (metal frame)	No Change
7	Earth Syscom Pvt. Ltd.	Annexure 9 : Main Technical MT.01	57	Sr. No. 46	•Certificate: ROHS, CE, FCC, and UL	Change to BIS, FCC	No Change
8	Godrej & Boyce Mfg. Co.Ltd.	1.48	32	1.48.2	Maximum Period for Delivery from the date of Purchase order =4 Weeks (excluding acceptance testing Period) Maximum Period for installation from the date of Purchase order including delivery period = 6 weeks	Request you to kindly change the clause as per below: Maximum Period for Delivery from the date of Purchase order: 8 Weeks (excluding acceptance testing period) Maximum Period for installation from the date of Purchase order including delivery period: 10 weeks.	No Change
9	Godrej & Boyce Mfg. Co.Ltd.	1.49	36	1.49.3	100% payment will be made after satisfactory delivery, installation and commissioning thereof.	Request you to kindly consider the following payment terms: 1. 30% Payment Advance along with the purchase order. 2. 50% Payment on delivery of material. 3. 20% Payment on Handover of the project	No Change

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10	Godrej & Boyce Mfg. Co.Ltd.	1.49	36	1.49.4	As far as possible, payment will be made within 60 days after submission of duly signed and stamped Delivery Challans.	Request you to kindly consider, payment to be made within 30 days after submission of duly signed and stamped Delivery Challans.	No Change
11	Godrej & Boyce Mfg. Co.Ltd.	1.51	38	1.51.2	If the successful bidder fails to complete the delivery and installation within the stipulated time and unable to meet the targets specified in the tender, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of the contract, a sum of equivalent to 0.5% (Zero point five percent) per week or part thereof of the delay on the Purchase Order Value of the undelivered, uninstalled and/or delayed items to a maximum limit of 10% of the of the contract price. Once the maximum is reached, the High Court holds the option of cancellation of the Order and reprocure the same from any other Vendor at the cost of the bidder and forfeit the Security deposit of the successful bidder.	Request you to kindly consider, Liquidated Damages a sum one half of one percent [0.5 percent] of the contract price of the undelivered stores for each calendar week of delay or part thereof. The total liquidated damages shall not exceed Five percent [5 percent] of the Contract price of the unit or units so delayed	No Change
12	Godrej & Boyce Mfg. Co.Ltd.	1.51	38	1.51.3	In case the successful bidder fails to meet the maintenance requirements within two days at the site, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of contract, a sum of equivalent to 0.5% of the value the Display System per week or part thereof from the date of call logging. The Liquidated damages shall be deducted from the Performance guarantee. If the total Liquidated damages reaches an amount equal to or more than 10% of the order value, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee. The High Court holds an option of cancellation of the order and engage another contractor to carry out the work at the cost of the successful bidder and forfeit the security deposit of the successful bidder.		

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13	Godrej & Boyce Mfg. Co.Ltd.	Annexure 12: MF.01B	69	MF.01B	AMC Rates after warranty period	Please confirm if AMC charges would be considered in the TCO for deciding the L1 bidder.	No Change
14	Godrej & Boyce Mfg. Co.Ltd.	1.44	30	1.44.4	During the contract period if any of the part/product/items are declared as a manufacturing defect, it will be the sole responsibility of the OEM to replace the same within one month time of its declaration. Any delay in replacing the defective part/product will be considered as non-responsive to the contract condition. In such case, its quantity contract will be suspended and the bank guarantee against such supplied item will be forfeited by the High Court.	Request you to kindly change the clause as per below: During the contract period if any of the part/product/items are declared as a manufacturing defect, it will be the sole responsibility of the OEM / bidder to repair the same within one month time of its declaration. Any delay in repairing the defective part/product will be considered as non-responsive to the contract condition. In such case, its quantity contract will be suspended and the bank guarantee against such supplied item will be forfeited by the High Court.	No Change
15	Godrej & Boyce Mfg. Co.Ltd.	Annexure 9 : Main Technical MT.01	56 and 59	Sr. No. 22	Mounting: Both Table (If required) and customized wall mount bracket suitable to be mounted in the Court corridors/Halls	Request you to confirm if two mounting options is to be provided with each display according to the shared technical specifications, i.e., wall mount and floor / table stand both.	No Change
16	Godrej & Boyce Mfg. Co.Ltd.			Request for New Clause	Request for New Clause	Request you to add the below clauses in the RFP : 1. The total liability of the contractors/bidder to the purchaser, whether in contract, in tort, or otherwise shall not exceed the total amount specified in the purchase order /contract.	No Change
17	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 1: 55" or more screen	56	Sr. No. 26	Feature: Internal Memory 8GB or more, Built in WiFi, Brightness Sensor, Web OS, Screen Share, Play via URL, SNMP, Built in Speaker, Content Management Software	Requested to add the Tizen as choice along with Web OS.	Add "/Tizen" after Web OS
18	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 1: 55" or more screen	57	Sr. No. 35	Audio (In and Out): Required	Requested that, no need of Audio In, as Internal Speakers are available in Display.	Add Audio In : Optional Audio Out : Required

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19	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 1: 55" or more screen	55	Sr. No. 14	Brightness: 450cd/m2 or above	Requested to change brightness to 500nits	No Change
20	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 1: 55" or more screen	56	Sr. No. 13	Resolution (Pixels): (1920 x 1080) Full HD or better	Requested to change the resolution to 3840 x 2160	No Change
21	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 2: 43" or more screen	59	Sr. No. 26	Feature: Internal Memory 8GB or more, Built in WiFi, Brightness Sensor, Web OS, Screen Share, Play via URL, SNMP, Built in Speaker, Content Management Software	Requested to add the Tizen as choice along with Web OS.	Add "/Tizen" after Web OS
22	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 2: 43" or more screen	60	Sr. No. 35	Audio (In and Out): Required	Requested that, no need of Audio In, as Internal Speakers are available in Display.	Add Audio In : Optional Audio Out : Required
23	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 2: 43" or more screen	59	Sr. No. 14	Brightness: 450cd/m2 or above	Requested to change brightness to 500nits	No Change
24	Samsung Electronics	Annexure 9 : Main Technical MT.01 Item No. 2: 43" or more screen	59	Sr. No. 13	Resolution (Pixels): (1920 x 1080) Full HD or better	Requested to change the resolution to 3840 x 2160	No Change