

Statement of Pre-Bid Queries received from the prospective bidder in respect of Tender Notice No.HIGH COURT/AiO PC/500/2023 dated 8/12/2023

Meeting date 18/12/2023 (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	Onlineteksupport IT Solutions (P) Ltd.	Annexure - 1 : Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects & Annexure – 3 : Eligibility Criteria	40 & 43	Annexure - 1 : Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects & Annexure – 3 : Eligibility Criteria	Value of similar Project in Rs: 25,00,00,000 The bidder (s) must be an IT solution provider capable of handling Supply, Installation, Commissioning and Maintenance of AiO Computers : *Self Certification for the successfully completed similar work of Supply, Testing, Installation, Commissioning and Maintenance of AiO Computers from 2018 to 2023 (5 years) should be 50% of the estimated cost as per Annexure-1	Need clarity on the 50% of estimate cost as per Annexure -1, and as per Annexure -1 Value of Similar Completed Work Projects: 25,00,00,000. Excactly what need to be considered. Also can it be allowed to submit multiple projects for fulfil eligibility.	No Change
2	Ace Brain Systems & Software Pvt. Ltd	Annexure – 1 : Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects	40	Annexure – 1	Value of similar Project in Rs: 25,00,00,000	Please Clarify whether Desktop will be considered in similar Projects and if one single order is required or multiple orders can be considered.	No Change
3	Ace Brain Systems & Software Pvt. Ltd	Annexure – 3 : Eligibility Criteria	43	Annexure – 3 : Eligibility Criteria	The bidder (s) must be an IT solution provider capable of handling Supply, Installation, Commissioning and Maintenance of AiO Computers . : *Self Certification for the successfully completed similar work of Supply, Testing, Installation, Commissioning and Maintenance of AiO Computers from 2018 to 2023 (5 years) should be 50% of the estimated cost as per Annexure-1	Need clarification should the value of the order be 50% of the value mentioned in Annexure -1 or whole of Rs. 25,00,00,000/-	No Change
4	Ace Brain Systems & Software Pvt. Ltd	1.48 Installation Process	30	Clause No. 1.48.2	Maximum Period for Delivery from the date of Purchase order : 4 Weeks	Request you to amend the clause as Maximum Period for Delivery form the date of Purchase order – 6 Weeks	No Change

Sr. No.	Name of the Company	Tender Section No.	Tender Page No.	Tender Clause No	Existing Clause details	Clarification Sought	Reply of the Committee
5	Vcare Infotech Solutions & Services Pvt.Ltd	Annexure – 9 : Main Technical MT.01 & Annexure -16 : Blank Technical Verification Data Sheet (TVDS)	55 & 72	Sr. No. 14	Memory : 8 GB DDR-5 with 4800 MHz or higher expandable up to 64GB, Minimum 2 Physical DIMM Slots.	<p>To shed light on the advantages of DDR4 over DDR5, it's pertinent to note that DDR4 technology offers robust performance capabilities and widespread industry adoption. Some key advantages include:</p> <p>Cost Efficiency: DDR4 memory modules are generally more cost-effective compared to their DDR5 counterparts, ensuring optimal budget utilization.</p> <p>Widespread Compatibility: DDR4 memory is widely supported by a variety of hardware configurations, making it a more accessible and versatile choice for diverse system requirements.</p> <p>Mature Technology: DDR4 has been in the market for a longer duration, resulting in a mature and stable technology with proven reliability.</p> <p>We kindly request the publication of a corrigendum to communicate the revised memory requirement from DDR5 to DDR4 3200 Mhz. This adjustment aligns with the prevailing industry standards and will contribute to a more inclusive and competitive bidding process.</p>	No Change
6	HP India sales Private Limited	1.40 PLACING OF LETTER OF AWARD/PURCHASE ORDER	27	Clase No. 1.40.9	The High Court may call upon the successful Bidder to supply any additional quantity of the technically qualified products (Make and Model) at the accepted price or reduce the quantity as per the requirement.	We request to limit the maximum quantity variation to +/-25% of the quantities indicated in tender.	No Change
7	HP India sales Private Limited	Annexure -12 MF.	61	Note:	Note :- Quantity of All-in-One Computers may increase or decrease as per requirement.		No Change
8	HP India sales Private Limited	1.37 ACCEPTANCE TESTING PROCESS	25	Clause 1.37.10	The testing of items must be generally completed before the delivery date.	Kindly confirm if there will be Pre-Dispatch Inspection (PDI) done for materials. What sample % of the items will be tested during PDI?	No Change
9	HP India sales Private Limited	Manufacturer's Authorization Format for Front Line Bidder	47	Manufacturer's Authorization Format for Front Line Bidder	We, <Bidder/ Frontline OEM/SI> having our registered office at < Bidder/ Frontline OEM/SI address>, are an established manufacturer/Suppliers of name of quoted item (All-in-One Computers) . We <Frontline OEM/SI> solely authorized <bidder's name> to quote our product for above mentioned Tender.	Kindly clarify, if OEM can authorize only one partner, or can authorize multiple partres?	No Change
10	HP India sales Private Limited	Manufacturer's Authorization Format for Front Line Bidder	47	Manufacturer's Authorization Format for Front Line Bidder	We also ensure to provide the service support for the supplied equipment for a period of five year from date of delivery of the equipment as per Tender terms.	HP, as OEM, will ensure to provide OEM standard warranty support for the supplied HP Products, and Bidder will provide any enhanced support requirements as per tender. Request your confirmation.	No Change

Sr. No.	Name of the Company	Tender Section No.	Tender Page No.	Tender Clause No	Existing Clause details	Clarification Sought	Reply of the Committee
11	HP India sales Private Limited	Manufacturer's Authorization Format for Front Line Bidder	47	Manufacturer's Authorization Format for Front Line Bidder	We also undertake that in case of default in execution of this Tender by the <Indicate names of all supporting OEM/SI > , the <Bidder/ Frontline OEM/SI > will take all necessary steps for successful execution of this project as per Tender requirements. We undertake to provide priority in responding to your complaints and in respect of all locations.	In case of default in execution of this Tender by the Bidder, HP as OEM will take necessary steps for successful execution of warranty support for supplied HP products. However, HP as OEM in the opportunity, will not be in a position to ensure successful execution of the complete project. Request your confirmation on our understanding.	No Change
12	HP India sales Private Limited	1.50 COMPREHENSIVE WARRANTY AND MAINTENANCE OF ALL-IN-ONE COMPUTERS	33	1.50.6	The successful bidder shall not use refurbished components/items while repairing / replacing defective parts. The successful bidder shall use only genuine brand new spare parts/components of the supplied item/equipment.	As per HP standard warranty terms and to meet sustainability requirements, refurbished parts may be used to repair HP Hardware Products. Parts used will be functionally equivalent in performance and reliability and will be covered under original warranty of the equipment. Request your kind confirmation.	No Change
13	HP India sales Private Limited	Annexure – 7 : Support (Infrastructure Available with Bidder)	51	Annexure – 7 : Support (Infrastructure Available with Bidder)	Bidders must have infrastructure support in the form of direct service centers or their franchisees at site. Bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support for the aforementioned.	In the business model for providing warranty support, we request to allow Bidder to provide a mix of service centers of both Bidder and OEM. Request your confirmation.	No Change
14	HP India sales Private Limited	1.50 COMPREHENSIVE WARRANTY AND MAINTENANCE OF ALL-IN-ONE COMPUTERS	33	Clause No. 1.50.1	The successful bidder shall provide onsite comprehensive annual maintenance services and operations for a period of five years from the date of delivery at the desired places, which shall i) cover maintenance of All-in-One Computers. ii) include preparation and approval of preventive maintenance plan and its implementation, other than breakdown maintenance calls.	As all supplied products will be under onsite warranty , we request to remove 'preventive maintenance' from scope of warranty support.	No Change
15	HP India sales Private Limited	1.50 COMPREHENSIVE WARRANTY AND MAINTENANCE OF ALL-IN-ONE COMPUTERS	33	Clause NO. 1.50.7	The successful bidder shall guarantee a minimum uptime of 98% during the maintenance period. The successful bidder shall always maintain a detailed 'breakdown and repair' records of Computer.	We understand the uptime of 98% will be calculated on an annual basis, for the complete asset base. Kindly confirm.	No Change
16	HP India sales Private Limited	1.50 COMPREHENSIVE WARRANTY AND MAINTENANCE OF ALL-IN-ONE COMPUTERS	34	Clause No. 1.50.10	The successful bidder shall appoint well experienced Service Engineers exclusively for attending complaints and its resolution under the contract. They shall receive complaints and keep a proper call log record. Call logging to the company and follow up for receiving and replacing component will be responsibility of Service Engineers. The complaint log of such calls will have to be maintained separately.	1) We understand the 'Service Engineers' may not be exclusively appointed for High Court. Kindly confirm. 2) If exclusive service engineers are required for High Court, please confirm on the number of such exclusive engineers required.	No Change

Sr. No.	Name of the Company	Tender Section No.	Tender Page No.	Tender Clause No	Existing Clause details	Clarification Sought	Reply of the Committee
17	HP India sales Private Limited	1.51 LIQUIDATED DAMAGES	34	Clause No. 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 Computer 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 Rate Contract/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.	Considering the large quantities and widely distributed locations, we request to amend the resolution SLA to: - 2 working days for Metros and Tier 1 cities - 3 working days for other cities.	No Change
18	HP India sales Private Limited	Tender Notice	1	Tender Notice	The High Court of Judicature at Bombay invites online bids (Technical & Financial) from the eligible bidders which are valid for a minimum period of 180 days from the date of opening of bids (i.e.27/12/2023) for entering into Rate Contract for “The Supply, Testing, Installation, Commissioning and Maintenance of All-in-One Computers at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territory at Diu, Daman and Dadra Nagar Haveli at Silvassa.” This rate contract will be valid for a period of two (2) years from the date of signing of contract.	It will not be possible to have prices valid for 180 days + 2 years. Request to amend the period of Rate Contract to 6 months.	No Change
19	HP India sales Private Limited	1.48 INSTALLATION PROCESS	30	1.48.2	Maximum Period for Delivery from the date of Purchase order : 4 Weeks	We request to amend the maximum period for delivery to 6-8 weeks.	No Change
20	HP India sales Private Limited	Annexure – 9 : Main Technical MT.01 & Annexure -16 : Blank Technical Verification Data Sheet (TVDS)	55 and 72	Sr.No. 13	Chipset : Suitable chipset for quoted processor with upgradable support	request you to kindly mention the chipset of intel Q series or higher / AMD equivalent	No Change
21	HP India sales Private Limited	Annexure – 9 : Main Technical MT.01 & Annexure -16 : Blank Technical Verification Data Sheet (TVDS)	55 and 72	Sr. No. 14	Memory : 8 GB DDR-5 with 4800 MHz or higher expandable up to 64GB, Minimum 2 Physical DIMM Slots.	8 GB DDR-4 with 3200 MHz or higher expandable up to 64GB, Minimum 2 Physical DIMM Slots.	No Change

Sr. No.	Name of the Company	Tender Section No.	Tender Page No.	Tender Clause No	Existing Clause details	Clarification Sought	Reply of the Committee
22	HP India sales Private Limited	Annexure – 9 : Main Technical MT.01 & Annexure -16 : Blank Technical Verification Data Sheet (TVDS)	57 and 74	Sr. No. 25	Power efficiency : Minimum 85% Energy Efficient power supply (Internal integrated Power supply without any external power adaptor)	request you to kindly Consider Internal/external power supply adapter	No Change
23	HP India sales Private Limited	Annexure – 9 : Main Technical MT.01 & Annexure -16 : Blank Technical Verification Data Sheet (TVDS)	57 and 74	Sr. No. 26	OS Support : Latest version of Windows, Ubuntu Linux. AIO OEM need to provide latest drivers and Operating system certification for Windows and Linux (Ubuntu). Certification must available in the public domain against the quoted AIO model name (not for the quoted series name)	Ubuntu drivers integrated in Ubuntu operating system image, request you to kindly consider the same	No Change
24	Dell International Services India Pvt.Ltd	1.48 INSTALLATION PROCESS	30	1.48.2	Maximum Period for Delivery from the date of Purchase order : 4 Weeks Maximum Period for installation from the date of Purchase order including delivery period: 6 Weeks	Since the volume of units is large we have historically seen that installation requires more time since its across the state of MH. Request the esteemed High Court to modify the clause as published last time Maximum Period for Delivery from the date of Purchase order: 5 Weeks Maximum Period for installation from the date of Purchase order including delivery period: 10 Weeks	No Change
25	Dell International Services India Pvt.Ltd	1.50 COMPREHENSIVE WARRANTY AND MAINTENANCE OF ALL-IN-ONE COMPUTERS	34	1.50.12	After expiry of warranty, the concerned authority has option to enter into Annual Maintenance Contract with the successful bidder for post warranty maintenance of the systems.	Client Systems do not have shelf life or support through AMC, beyond warranty period of five years. Request High Court to remove this clause from the tender.	No Change
26	Dell International Services India Pvt.Ltd	Annexure – 5 : Bidder's Annual Turnover	49	Annexure – 5 : Bidder's Annual Turnover	Annual Turnover from sales and support services of AiO Computers (in lakhs)	Since our financial statements are provided at a high level on the sale of computers and also with restricted access to global and local information on sales of specific model of computers, we will be unable to provide this information. Request High Court of MH to relax this requirement in supply of only IDC Data, Regular CA Certified Annual Turnover and financial statements.	No Change

Note : Pre-Bid queries received after the stipulated date and time mentioned in the Tender Clause have not been considered.