

Pre-Bid Queries Response for eOffice Hardware Tender No. MMRDA/MMRC/439

Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required	Response/ Comments
1.	2.12 Earnest Money Deposit (EMD	9	The qualified bidders are requested to deposit the EMD through RTGS / NEFT mode using the System Generated Challan	Please include EMD in the form of Bank guarantee also, valid for 6 months with the claim period of 1 month	No Change. Online Payment Mandatory as it is an e-Tender
2.	1.2.5 Performance Bank Guarantee (PBG) validity period	6	PBG should be valid till for 180 days from the end of contract	Please confirm the PBG is valid for 5 years warranty period? If yes, request to change the same for 3 years	No Change
3.	4.4 Performance Bank Guarantee	19	The successful bidder shall at his own expense, deposit with department, within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalised/Scheduled Bank acceptable to MMRC, payable on demand (In Mumbai), for the due performance and fulfilment of the contract by the successful bidder. Please Refer (Section 6.1, Page no.34)	Request to delete the following in this PBG clause "unconditional and irrevocable "	No Change
4.	3.3 Payment Terms	16	I.70% of the Payment will be made after supply of	Request to change the payment terms as below	No Change

			Hardware/related Software II. 30 % after successful installation and Commissioning	90% on Delivery & 10% on Installation	
5.	3.2 Project Timelines	16	The supply and installation should be completed within three to four weeks from the issue of work order	Request to change the times lines as below Delivery in 8-12 weeks Installation 3-4 weeks from the date of delivery	No Change
6.	Section B/1	32		Tender has mentioned only 1 Qty of server, we suggest for application redundancy we should atleast have 2 servers	No Change
7.	Section 6 (7)	34		HDD RPM is not specified in server specs	HDD RPM:10 K
8.	6.1.1 b)	35		Can I quote for 8 GB Cache instead of 16 GB.	No change
9.	Section 6(10)	34		Two ports of FC adapter is asked. Do we have to quote for dual port single FC HBA or two single port FC HBA's	Dual Port Single FC HBA to be quoted.
10.	Section 6.1.1. a) server			Request you to keep memory protection for ECC and memory sparing only and remove 'memory mirroring' as it would lead to providing equal amount of memory for protection whereas with online spare we can address nearly same protection at the same time using lesser amount just for protection	No Change
11.	Section 3.1 ii	16		The application for eoffice shall be provided by MMRCI	Yes
12.	Clause 2.15	11	Patent Claim:	Please add following text as	No Change

			In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MMRC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MMRC shall give notice to the successful bidder of any such claim and recover it from the bidder if required.	clause 2.15 (II): Notwithstanding anything contrary contained herein, the liability of the Bidder in respect of Equipment/ Software not owned by the Bidder shall be restricted to the extent of amount received by the Bidder towards the infringement claims made against the concerned Licensor or owner of the intellectual property rights in the Equipment / Software.	
13.	Clause 4.10	19	4.4 Performance Bank Guarantee a. The successful bidder shall at his own expense, deposit with department, within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalised/Scheduled Bank acceptable to MMRC, payable on demand (In Mumbai), for the due performance and	Please add following text as clause 4.4 (f): Notwithstanding anything to the contrary contained in the contract, the Performance Bank Guarantee shall be reduced: (a) pro rata by the portion of the contract price payable for any Equipment(s)/ Hardware(s)/ Software(s)/ Product(s) that have achieved User Acceptance/ Operational Acceptance/Deemed Acceptance.(b) pro	No Change

			fulfilment of the contract by the successful bidder. Please Refer (Section 6.1, Page no.34) b. This Performance Bank Guarantee will be for an amount equivalent to 10 percent of complete contract value. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder. c. The Performance Bank Guarantee shall be valid till the end of 3 (three) months after the successful completion of the project as mentioned in the scope of work and should be in the format prescribed in the tender. d. The Performance Bank Guarantee may be discharged/returned by MMRC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. e. MMRC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment	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.	
--	--	--	--	--	--

			made to him due to inadvertence, error, collusion, misconstruction or misstatement.		
14.	Clause 4.10	21	Change Orders and Contract Amendments: a. MMRC may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following: · The place of delivery. · The Related Services to be provided by the successful bidder. b. If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 28 days from the date of the successful bidder's receipt of MMRC's change order. c. Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be	Please add following text as clause 4.10 (d): In case of any variation in the scope of work, the Parties shall pursue a change control procedure which will be mutually decided by the Parties	No Change

			agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.		
15.	4.2 (b)	19	4.2 (b) Arbitration: (i) In the case of dispute arising, upon or in relation to, or in connection with the contract between MMRC and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the MMRC and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MD, MMRC. The Arbitration and Conciliation Act, 1996 and any statutory	Please substitute the text of clause 4.2 (b) (i) with the following text The Customer and the Bidder shall make every effort to resolve amicably by direct negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after seven (7) days from the commencement of negotiations, the Customer and the Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred to a Sole Arbitrator to be appointed by the President of Indian Council of Arbitration, New Delhi in accordance with its rules. The Arbitration award etc. shall be binding upon the Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996.	No Change

			modification or re-enactment thereof, shall apply to these arbitration proceedings. (ii) Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MMRC and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.		
--	--	--	---	--	--