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# THE KERALA STATE FINANCIAL ENTERPRISES LIMITED

(A GOVERNMENT OF KERALA UNDERTAKING)

REGD. OFFICE: BHADRATHA P. B. NO. 510 MUSEUM ROAD, THRISSUR - 680 020, KERALA

Grams : STATENTERPRISES

OUR REF. NO: IT/14061/ FMS 2016

DATE: 13/10/2016

**Sub: Pre bid Conference-Amendments in FMS Tender Document –Reg**

Based on the Pre bid conference held on 05/10/2016, the following amendments have been made in the corresponding FMS tender documents with immediate effect.

  
**Joshi Paul Veliyath**  
**Managing Director**

**Pre Bid Queries and decision for KSFE FMS(PC,UPS,AC,GEN)**

SL	Vendor	Related Clause	Query	Decision Taken
1	Keltron		We would like to know whether we can participate in the tender with a consortium partner.	Contract would be a One to one contract. So Consortium partner is not allowed to participate in the Tender.
2	Accel		Call logging process is centralized or decentralized?	Call logging process is centralized.
3	Accel		Helpdesk setup at KSFE site is required or not? If centralized call logging, whether KSFE provide sufficient infrastructure for setting the HD	Since there is Centralized Software no need to setup a helpdesk support. Contractor can access to the system from anywhere.
4	Accel		Dedicated manpower required at HO or not?	One Engineer is exclusively required at Head office for coordinating FMS/AMC services.
5	Accel		Clarity required on the support coverage timing (ex: 10 AM to 5 PM)	All calls reported should be resolved before 10 AM of the second working day after reporting the complaint irrespective of the working time.
6	Accel		Clarity required on response time for various devices (ex: servers & network - within 2 hours, PCs & other devices - within 4 Hours)	Response time for any of the device is not mentioned in the RFP. KSFE's intention is that all calls reported should be resolved before 10 AM of the second working day after reporting the complaint.
7	Accel		Clarity required on resolution time for various devices (ex: servers & network - within 24 hours, PCs & other devices - within 48 Hours)	Clarification given in previous queries. Only Resolution time is considered

8	Accel		Repair charges for the pending pre-existing problems	Successful bidder may submit the list of pre-existing problems and provide KSFE an estimate required to rectify it. If KSFE approves the estimate, the amount shall be paid by KSFE. But if the estimate is rejected by KSFE and the item remains unrepaired, such items shall be removed from the contract without paying any FMS/AMC charges.
9	Accel		Whether the PO shall be for 1 year or 3 year? It is required to issue the PO for 3 years to retain the AMC rate for 3 years	This Contract is for 3 year. But PO will be given for one year at a time and PO will be issued in the next year based on the satisfactory performance of the AMC/FMS in the previous year.
10	Accel		Clarity on FM charges for devices under Warranty	No FMS/AMC charges for warranty machine. But as and when the warranty expires, it will be included in the FMS/AMC list. Also no AMC/FMS support is needed for warranty items.
11	Accel		Please share the excel format of asset details	It will be available from KSFE website soon.
12	Accel		Installation and support of Operating Systems (Windows, Linux, Novell Netware, MS-DOS etc.) and other software like MS-Office, Glass fish, web logic, Visual Basic, Open Office, SHREELIPI Malayalam word processing software, Antivirus Software etc., Databases like Oracle, MY-SQL, MS-ACCESS,FOXBASE) - Please clarify the support level required for software	Equipments have to be reinstated to the original working condition. So all software installation and initial set up comes under the purview of FMS/AMC.KSFE shall provide copy of the software for installation.

13	Accel		Monitoring and troubleshooting LAN connection - Please clarify the support level required for network items and the devices to be covered under scope (ex: UTP cable, RJ45 jack etc)	While troubleshooting LAN connection, only active components like Switches and Routers come under FMS/AMC. Identification of the LAN connection issues should be done by FMS/AMC provider. Others can be charged separately with the approval of KSFE.
14	Accel		What will be the upper cap for penalty	It is clearly specified in the RFP, that if the quarterly penalty amount exceeds 10% of the contract value, KSFE may warn the bidder and may terminate the contract. So no need for an upper cap. Penalty upper cap is already there in an indirect way.
15	Accel		If the complaint remains unsettled after this allowed downtime Rs.500 will be charged for each day, from the date of reporting the call up to the rectification of the call or up to 30 days whichever comes earlier - If the call remains pending for more than this period, what will be the next action from KSFE side	If the complaint remains unsettled after 30 days from the date of reporting the call, KSFE will rectify/replace the item/equipment or may remove it from the FMS/AMC equipment list (Annexure I) and in such cases the penalty amount will be doubled (ie. Two times of the actual penalty amount) up to a maximum of 30 days.
16,	CMS	Page No. 10, Clause 12 The contractor should verify the working condition of all the items handed over by KSFE/ by the previous FMS/AMC vendor within 15 days from the date of acceptance of the contract and if there is any pending pre existing problems, it should be reconciled/settled with the previous FMS/AMC vendor/KSFE immediately within 30 days from the date of commencement of AMC/FMS. Otherwise it will be the responsibility of the	Comment: "30 days" advance written notice to be given by KSFE to the Contractor.	In the case of Termination of contract, three months written notice to either party should be served.

		contractor to rectify such problems without any additional cost. In case of Termination of the contract, it is the responsibility of the contractor to hand over all the items to the proposed FMS/AMC vendor/KSFE in good working condition. KSFE may seek the help of third parties to assess the working condition of the asset, if required. In case any items is not in good working condition at the time of handing over the assets to KSFE/new contractor, the actual amount required for rectifying the issue/replacing the asset should have to be borne by the contractor		
17	CMS		<input type="checkbox"/> <b>Clause on Limitation of Liability to be added</b> as, “Notwithstanding the other provisions of this Agreement, in no event shall the CMS IT be liable to the Company or any third party for a monetary amount greater than the total contract value. Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising.	The contractor is handling a high value infrastructure of KSFE. So it is not possible to include liability cap.
18	CMS	Page 4 Clause 2.3 Insurance cover to all equipments against theft, fire, riots, natural calamities, lightning and other unforeseen calamities	Would require relaxation in the same as the Vendor cannot be penalized for the clauses for natural calamities	Actual insurance amount will be paid by KSFE. But the liaison service for claiming the insurance will have to be done by the bidder.
19	CMS	Page 8, Clause 4.3 Equipment has to be repaired or Standby equipment of equivalent/higher capacity to be provided before start of the second working day (ie. Before 10 AM) after reporting the complaint.	Would require relaxation in this clause - Providing Stand cannot be provided as the multiple spares have to be maintained at each location and most of the AMC will be dependent on the B2B engagement with the OEM.	No relaxation is possible.

20	CMS	Page 9, Clause 4.7 In the case of failure of any hardware/software component for more than 3 consecutive times in a month under AMC/FMS period, contractor is obliged to replace the respective component with a new and fresh/updated component	Would require relaxation any failure our local team would be there to resolve the issue ASAP, also here the Aging of the asset would play an important role as we are uncertain of the asset age.	Age wise asset list is provided in RFP as Annexure I
21	CMS	Page 9, Clause 4.8 All parts should be repaired/ replaced with equal or higher specification. Plastic parts of the equipment are not exempted.	Kindly mention the exclusion list, as consumable and the plastic part will not be covered by the OEM also, as they are easily breakable and would not be a part of the AMC	Consumables are not considered in FMS/AMC but plastic parts are to be covered in FMS/AMC. Fuser assembly of Printers is treated as Consumables.
22	CMS	Page 10, Clause 4.11 Contractor should carry out scheduled preventive maintenance on a quarterly basis preferably at non office hours for all equipments/ items as detailed in ANNEXURE –1.	Kindly help on the SOW on the PM activity to be maintained	Preventive maintenance means quarterly servicing of the equipment irrespective of whether the equipment has suffered a breakdown or not. It is required to assure performance of the equipments. Essential PM activities are explained in RFP.
23	CMS	Page 11, Clause 4.18 Maintenance of equipments not under warranty also includes Operating System and Database support.	Operating System and also the Database system cannot be a part of the AMC, this should be maintained by the Client	Clarification Given in previous queries.
24	CMS	Page 11, Clause 4.20 In the case of dot matrix printers, maintenance shall include replacement of all parts including printer head, head cable, Data cable, carrying unit, knobs, gears, plastic/fiber parts etc	Kindly mention the exclusion list, as consumable and the plastic part will not be covered by the OEM also, as they are easily breakable and would not be a part of the AMC	Clarification Given in previous queries.
25	CMS	Page 11, Clause 4.21 In the case of Laser printers, the maintenance shall include replacement of Teflon sheet, fuser assembly, gears, plastic/fiber parts, rollers etc.	Kindly mention the exclusion list, as consumable and the plastic part will not be covered by the OEM also, as they are easily breakable and would not be a part of the AMC	Clarification Given in previous queries.
26	CMS	Page 11, Clause 4.22 In the case of LCD projectors, the maintenance shall include all complaints including LCD projector lamp.	Kindly mention the exclusion list, as consumable and the plastic part will not be covered by the OEM also, as they are easily breakable and would not be a part of the AMC	Clarification Given in previous queries.

27	CMS	Page 14, Clause 4.36 The Company will have the right to terminate the contract at the end of a quarter, based on their performance. If the Total Penalty amount exceeds 10% of the Quarterly AMC/FMS value, KSFE will warn the contractor for the poor performance and if the contractor could not improve the performance in the next quarter also	Request relaxation for the first 2 quarters as this would be a learning phase for any vendor and to stream line the process	No relaxation is possible.
28	CMS	Page 14, Clause 4.38 In case of shifting of any equipments/ items (including PC, Printers etc.), de-installation at the old location and installation at new location comes under the purview of FMS/AMC. No payment shall be paid for such shifting, labor charges if any may be borne by the contractor also	Request for relaxation on the same clause as the shifting from one location to other would incur in addition al closing for any vendor hence we cannot also factor this in the original costing sheet, we would like to raise the invoice for the same for settlement.	Shifting of equipment from one location to other will be carried out by KSFE. FMS/AMC provider need to provide service/support in installation /de installation at both locations.
29	CMS	Page 16, Clause 5.3 The bidder should have bagged/successfully implemented a minimum of 5 numbers AMC/FMS orders of which at least one should be for a contracted value of minimum Rs. 25 lakhs each year in Kerala, during the last 3 years. Copy of supply orders and completion certificate should be furnished.	Would request fro relaxation in the same to 10 Lakhs in Kerala, also can the vendor supply any PAN India order more than 25 lakhs	No relaxation is possible.

30	CMS	<p>Page 16, Clause 5.5 The bidder should have valid agreements / tie-up with supplier / manufacturer / IT solution providers (at least one from each of the following 3 groups) for the distribution and maintenance of their products in India as evidence by certified photocopies of all the supporting documents. Computer Hardware - IBM, HP, WIPRO, ACER, HCL Printers- WEP, LIPI, EPSON, LG, SAMSUNG, CANON, TVS Networking Equipments - CISCO, DAX, D-LINK, KRONE, DIGISOL</p>	<p>Sir Some of the OEM Mentioned in the Computer Hardware are no more in the business kindly advice</p>	<p>The list of OEM's will be modified as follows: For FMS/AMC PC, Computer Hardware - IBM, HP, ACER, DELL, LENOVO Printers - WEP, LIPI, EPSON, LG, SAMSUNG, CANON, TVS Networking Equipments - CISCO, DAX, D-LINK, KRONE, DIGISOL The list of OEM's will be modified as follows: For FMS/AMC UPS, - NUMERIC, HYKON, EMERSON, IGATECH, APC, CONSUL</p>
31	HCL	<p>KSFE/IT/14002/PC/2016-17/1 - Pg 13, Clause 32 32. The successful contractor will be required to furnish a Security Deposit in the form of a Bank Guarantee for an amount equal to 5% of the quoted value for a period of 12 months with a claim period of further 3 months (i.e. 15 months from the date of commencement of contract). In the event of the contract being extended, the contractor will have to submit fresh bank guarantee covering the extended contract period as increased further by a period of 3 months for lodging the claim.</p>	<p>Request KSFE to add at the end of the clause:- 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 rata by the portion of the value calculated on quarterly basis for the warranty period. The Performance Bank Guarantee shall be returned to the Bidder no later than thirty days after its expiration.</p>	<p>No relaxation is possible. The amount of Bank guarantee required to submit by the vendor will be the same for all the three years.</p>
32	HCL	<p>General</p>	<p>Request KSFE to add this clause: Contractor's right to suspend performance of obligations in case of delay in payment: KSFE shall release the payment due to the successful Contractor on or before the due</p>	<p>Such clause could not be added.</p>

			<p>date. In the event the KSFE fails to pay any amount to the successful Contractor on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the successful Contractor shall be entitled to suspend performance of its obligations under the Contract, following written notification to the KSFE, until realization of full outstanding amount in respect of the Services actually delivered and rendered and not paid for. In the event of suspension by the successful Contractor of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the successful Contractor shall be reimbursed by the KSFE for any damage or additional cost incurred as a result of such suspension. In case the period of suspension exceeds two months, the KSFE shall have the right to terminate the Agreement.</p>	
33	HCL	General	<p>Request KSFE to add this clause:</p> <p>Limitation of Liability Notwithstanding anything else contained in this Agreement HCL shall not be liable to the customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever. HCL's maximum liability shall not exceed 10% of total fee paid by the customer.</p>	Such clause could not be added.
34	HCL	KSFE/IT/14002/PC/2016-17/1, Page 14 -	Following text be added after new tender	Clarification Given in previous queries.

		<p>Clause 36 36. The Company will have the right to terminate the contract at the end of a quarter, based on their performance. If the Total Penalty amount exceeds 10% of the Quarterly AMC/FMS value, KSFE will warn the contractor for the poor performance and if the contractor could not improve the performance in the next quarter also, KSFE will make arrangement for <b>a new Tender Process</b>. In such an event, the contractor should handover all the equipments / items as specified in Annexure-1, in good working condition to the Company. If the contractor wishes to terminate the Contract, it should be intimated to KSFE in advance, not less than <b>three months</b> of such termination. It is the responsibility of the contractor to hand over all assets in good working condition to KSFE. In case any items is not in good working condition at the time of handing over the assets to KSFE/new contractor, the amount required for rectifying the issue/replacing the asset should have to be borne by the contractor.</p>	<p>process highlighted in bold:- after issuing 30 days notice to the Contractor.  '30 days' be substituted instead of three months highlighted in bold in the clause.</p>	
35	HCL	<p>KSFE/IT/14002/PC/2016-17/1, Page 14 - Clause 37 If the contractor quits the contract before the notice period (ie three months), KSFE will make ADHOC arrangements and the full expense for the next <b>three months</b> will be recovered from the contractor.</p>	<p>30 days be substituted instead of three months highlighted in bold in the clause.</p>	<p>No change in RFP is possible.</p>
36	HCL	<p>KSFE/IT/14002/PC/2016-17/1 , Page 14 - Clause 38 KSFE reserves the right to shift any of the equipments covered under the FMS/AMC (as detailed in Annexure-1) from any of its original location to another, <b>without assigning any reason</b>. Upon</p>	<p>Following text be substituted in place of 'without assigning any reason' highlighted in bold:-  With prior intimation of 15 days to the Contractor.</p>	<p>Clarification Given in previous queries. Prior intimation of 15 days for shifting the equipment is not possible.</p>

		intimation of the same, the contractor is liable to provide the service and maintenance for these equipments at the new location. In case of shifting of any equipments/ items (including PC, Printers etc.), de-installation at the old location and installation at new location comes under the purview of FMS/AMC. No payment shall be paid for such shifting, labour charges if any may be borne by the contractor also.	No payment shall be paid for such shifting, labour charges if any may be borne by the contractor also - Request removal of this clause	
37	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 19 - Clause 9 2. Income Tax / Work Contract Tax will be deducted as per rates in force at source, under relevant Government rules. However, if any new legislation comes into effect for deduction of Tax at source at any other rate, deduction will be made at that rate. Service Tax as applicable to be borne by the contractor. The Increase or Decrease in the service tax in future will be adjusted in this base rate making it beneficial to both the parties.	Request KSFE to modify the same as below:  Tax will be on actual. In case of change in tax law, tax rate or introduction of new tax , customer shall pay on actual. The price indicated in the said Proposal are exclusive of all taxes, (VAT if applicable, and central CST) duties, levies, Service tax etc. which may be applicable at the time of billing and shall be fully payable by customer unless otherwise specified in the proposal submitted by HCL Services Ltd.	Rate quoted by the bidder should be inclusive of prevailing tax structure. At the time of letter of intent (LOI), the detailed tax structure applicable to the successful bidder should be given to KSFE.
38	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 6 - Clause 3.2.2 Format of Commercial Bid is given in Proforma-1. The bidder should provide the annual AMC/FMS rates (inclusive of all taxes) for all items listed in ANNEXURE -1 in the given format. Duly filled BOQ files should be uploaded in the e tender website.	Request KSFE to modify the same as below:  Tax will be on actual. In case of change in tax law, tax rate or introduction of new tax , customer shall pay on actual. The price indicated in the said Proposal are exclusive of all taxes, (VAT if applicable, and central CST) duties, levies, Service tax etc. which may be applicable at the time of billing and shall be fully payable by customer unless otherwise specified in the proposal submitted by HCL Services Ltd.	Clarification Given in previous queries.
39	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 6 -	Request KSFE to modify the same as	Firm period is changed to 90 days instead

		Clause 3.2.3 Bids shall remain valid for 180 days from the date of opening of commercial bid prescribed by KSFE. A bid valid for a shorter period may be rejected by KSFE as disqualified.	below: Proposal and the terms and conditions are valid till < 60 DAYS > unless extended in writing by HCL.	of 180 days. And the clause becomes as follows: "Bids shall remain valid for 90 days from the date of opening of commercial bid prescribed by KSFE. A bid valid for a shorter period may be rejected by KSFE as disqualified."
40	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 10 - Clause 13 For each quarter, if the Penalty amount goes greater than 10% of the total contract value, then KSFE will consider the service as below par and may take further corrective actions including the Termination of the contract.	Request KSFE to modify the same as below:  LD / Penalty to be capped to Max 5% of Monthly/quarterly billing.	Clarification Given in previous queries.
41	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 13 - Clause 31 The vendor should remit an amount equal to Rs. 1.86 lakhs as Earnest Money Deposit through the e-tender site <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> . It is also clarified that the quotations received without earnest money will be summarily rejected.	Please confirm that EMD can be submitted in the form of Bank Guarantee	EMD cannot be submitted in the form of Bank Guarantee.
42	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 14 - Clause 36 If the contractor wishes to terminate the Contract, it should be intimated to KSFE in advance, not less than three months of such termination. It is the responsibility of the contractor to hand over all assets in good working condition to KSFE. In case any items is not in good working condition at the time of handing over the assets to KSFE/new contractor, the amount required for rectifying the issue/replacing the asset should have to be borne by the contractor.	Request KSFE to modify the same as below:  Client to pay for all services and products delivered till date of termination. In case of any termination customer shall make payment for any unrecovered value of service and product and any unamortized onetime costs. In case of Termination for other than HCL default, customer shall pay Exit Fee equivalent to 6 Month Charges. In case of any termination of contract, customer will pay for unrecovered value of all tools, hardware or software. No Refund. Reverse Transition and any continuing Service / Product will be agreed through CR.	No changes possible in RFP.

			On the termination of this Agreement the customer shall not be entitled to any refund of such portion of the Maintenance Charge as have been paid in advance and relate to Maintenance Services which will not now be provided.	
43	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 18 - Clause 7 The bidder should quote the rate for all items given in Annexure-1. The Commercial Bid should give the total composite price inclusive of all levies and taxes i.e. Sales Tax, Excise Duty, Service Tax, VAT, Packing, Forwarding, Freight and Insurance charges etc. in case materials to be supplied & in case of works to be executed. The offer must be quoted in Indian Rupees only.	Request KSFE to modify the same as below:  Tax will be on actual. In case of change in tax law, tax rate or introduction of new tax , customer shall pay on actual. The price indicated in the said Proposal are exclusive of all taxes, (VAT if applicable, and central CST) duties, levies, Service tax	Clarification Given in previous queries.
44	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 19 - Clause 9 The payment towards AMC/FMS charges shall be made on a quarterly basis in equal installments each at the end of each quarter against invoice and on production of satisfactory reports from the concerned users (PM reports etc.) and penalty statements, if any.	Request KSFE to modify the same as below:  The payment shall be quarterly in advance within 15 days of submission of invoice. If the payment is not received within 30 days from the due date while HCL has submitted its Invoice HCL reserves the right to suspend the services by prior intimation.	Within 15 working days, payment should be given to the FMS/AMC provider after accepting invoice/bills. But it could not be included as a clause in the agreement.
45	HCL	KSFE/IT/14002/PC/2016-17/1, Page 8 Clause 3 Equipment has to be repaired or Standby equipment of equivalent/higher capacity to be provided before start of the second working day(ie. Before 10 AM) after reporting the complaint.	Need clarity on "Before 10 Am after reporting the compliant.	Clarification Given in previous queries.
46	HCL	KSFE/IT/14002/PC/2016-17/1, Page 9	Request KSFE to modify the same as	In the case of failure of any

		Clause 7 In the case of failure of any hardware/software component for more than 3 consecutive times in a month under AMC/FMS period, contractor is obliged to replace the respective component with a new and fresh/updated component.	below: Need to replace with working equal/higher spare.	hardware/software component, contractor can replace the component with a working equal/higher spare. But if the same failure repeats for more than 3 consecutive times in a month, contractor is obliged to replace the respective component with a new and fresh/updated component. Software related issues will not be considered for this.
47	HCL	KSFE/IT/14002/PC/2016-17/1 General	Please confirm the coverage of LCD panel in contract.	LCD panels are included under FMS/AMC cover.
48	HCL	KSFE/IT/14002/PC/2016-17/1, Page 10 Clause 12 The contractor should verify the working condition of all the items handed over by KSFE/ by the previous FMS/AMC vendor <b>within 15 days</b> from the date of acceptance of the contract and if there is any pending pre existing problems, it should be reconciled/settled with the previous FMS/AMC vendor/KSFE immediately <b>within 30 days</b> from the date of commencement of AMC/FMS. Otherwise it will be the responsibility of the contractor to rectify such problems without any additional cost. In case of Termination of the contract, it is the responsibility of the contractor to hand over all the items to the proposed FMS/AMC vendor/KSFE in good working condition. KSFE may seek the help of third parties to assess the working condition of the asset, if required. In case any items is not in good working condition at the time of handing over the assets to KSFE/new contractor, the actual amount required for rectifying the issue/replacing the asset should have to be borne by the	Request KSFE to modify the bold highlighted to "30 Days" and 50 days respectively.	After issuing LOI the success bidder can start the verification process. KSFE wants the bidder to get in to the contract as early as possible. To speed up the process KSFE will provide location wise asset details at the time of issuing the letter of intent. Also '15 Days' and '30 days' in the clause is changed to '15 working days' and '30 working days'.

		contractor(also mentioned in Page 15 clause -40)		
49	HCL	KSFE/IT/14002/PC/2016-17/1, Page 10 Clause 14 Software & Applications include, but not limited to the following	Kindly confirm whether KSFE will provide the media and license for all software.	All software installation and initial set up comes under the purview of FMS. But KSFE shall provide copy of the software and licenses if required.
50	HCL	KSFE/IT/14002/PC/2016-17/1, Page 11 Clause 19 Installation and support of Operating Systems (Windows, Linux, Novell Netware, MS-DOS etc.) and other software like MS-Office, Glass fish, Web logic, Visual Basic, Open Office, Shreelipi Malayalam word processing software, Antivirus Software etc., Databases like Oracle, MY-SQL, MS-ACCESS,FOXBASE etc. as well as maintenance/troubleshooting of Network also come under the purview of this AMC/FMS.	Kindly clarify the below: Whether covered the Maintenance of LAN cabling, crimping, and IO outlet.	Clarification Given in previous queries.
51	HCL	KSFE/IT/14002/PC/2016-17/1, Page 14 Clause 35 KSFE will have the right to remove any item at any point of time without assigning any reason from the scope of the AMC/FMS contract. No FMS/AMC charges will be paid for these equipments from the date of such removal (necessary deletion will be made in Annexure-1). Such removal/addition should be recorded /identified in the software.	Request KSFE to intimate the asset change prior to 30 days of quarter billing.	If any of the items is removed from FMS/AMC, it will be affected in the billing from the beginning of next quarter.
52	HCL	KSFE/IT/14002/PC/2016-17/1, Page 15 Clause-43 The necessary support for maintaining virus free computer environment at all the offices of KSFE and help in upgrading the software's virus detection mechanism should be provided by the contractor.	Kindly confirm whether KSFE will provide antivirus license /media/update software.	All software and licenses shall be provided by KSFE.
53	HCL	KSFE/IT/14002/PC/2016-17/1 ,Page 24	Kindly clarify on the firewall license.	Clarification Given in previous queries.

		ROUTER fortigate 40C		
54	Hykon		Is battery cost is same for three year? In the case of FMS/AMC of UPS, clarification is needed in selecting the L1 bidder?	As the battery cost vary frequently, the Rate contract for battery will be reviewed each year and finalized with the approval of KSFE. <b>For identifying the L1 bidder for UPS, KSFE will consider the value quoted for UPS without batteries and the price for 700 number of 12 V 40 AH tubular battery</b> The bidder needs to specify only one brand of battery. The battery manufacturer should have valid ISO certification.
55	Hykon		It is said that Office setup is needed at least three districts. Whether any proof for the same is required?	In the case of Office setups in Kerala, bidder should have to provide proof for the same. Office is clarified as own office.
56	Hykon		Whether battery water is included in FMS/AMC?	Supply and refilling of Battery water is included in FMS/AMC.
57	Hykon		Is there any exception be given to SSI, NSIC units.	There is no exception for Tender Fee and EMD for any bidders.

Note: Unless specified all decisions are applicable for all FMS/AMC of PC, UPS, AC and Generator



**Sri. Joshi Paul Veliyath**  
Managing Director