



**KSFE**

# **REQUEST FOR PROPOSALS**

**(Additional Document- I)**

FOR  
FACILITY MANAGEMENT SYSTEM (AC)

**Re.TENDER NO: KSFE/IT/14002/RT/AC/2017/2  
DATED 15<sup>th</sup> Mar 2017**

**(Re tender of our Previous Tender No: KSFE/IT/14002/AC/2016-17/3 dated  
22-09-2016)**

**The Kerala State Financial Enterprises Ltd.  
(A Government of Kerala undertaking)  
Regd. Office: "Bhadraatha", Museum Road,  
P.B.No: 510, Thrissur – 680 020, Ph: 0487-2332255,  
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**Web site: [www.ksfe.com](http://www.ksfe.com)**



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## 1. INTRODUCTION

The Kerala State Financial Enterprises Limited, popularly known as KSFE came into existence in 1969, as a Miscellaneous Non Banking Company (MNBC) owned by the Government of Kerala, started with the objective of providing an alternative to the private Chit promoters with a view to socialize the Chit fund business. The Company, which started in a humble manner, has now grown into an institution doing business worth over Rs.30,000 Crores annually, employing over 6000 persons directly and around 10,000 persons indirectly. The main activities of the Company are Chitties, Sugama, Loans and Fixed Deposits. The Company with its Head Office at Thrissur presently has a network of over 600 Branches 10 SDT Offices and 11 Regional Offices. With a view to effectively serve its customers across the State, KSFE has leveraged Information Technology and the Company is functioning in a fully automated environment.

## 2. PROJECT OVERVIEW

At present KSFE has a stock of more than 500 Air conditioners spread across different KSFE Offices. Details of equipments are enclosed in Annexure-1. The task before the Company is to ensure maintenance of these equipments in good working condition. The process involves planning and coordination of various maintenance activities. Effective management of the process not only ensures guaranteed uptime for each of these equipments but also reduces the maintenance cost. KSFE looks forward for a Facility Management System/Annual Maintenance Contract that will enable it to achieve the above-mentioned goals. The FMS/AMC shall provide the following infrastructure and related services to KSFE.

1. Annual Maintenance Contract for hardware as detailed in the RFP and P.O
2. Maintenance of equipments (Air Conditioner and Stabilizer) with stringent SLA.(excluding Compressor and Condensor)
3. Insurance cover to all equipments against theft, fire, riots, natural calamities, lightning and other unforeseen calamities.

AMC/FMS will be initially for a period of 1 year (could be extended for a further period of 2 years on same terms & conditions based on the actual performance during the previous year). The scope of work under Facility Management System is provided in Section 4.

### 3. ADMINISTRATIVE INFORMATION

KSFE invites competitive tenders in sealed cover from reputed Original Equipment Manufacturers (OEM) or their Service Providers for providing Facility Management System/AMC for the maintenance of Air conditioners including Stabilizer at its various offices across Kerala. Interested bidders can participate through the e- tender process hosted in <https://etenders.kerala.gov.in>

#### 3.1 Tender Summary

Tender Summary		
1.	Tender No: and date	KSFE/IT/14002/RT/AC/2017/2 Dated 15/03/2017
2.	RFP title	FMS/AMC for Air conditioners.
3.	Cost of Tender Form	Rs.2100/- (Rupees Two Thousand and one Hundred only)
4.	Earnest Money Deposit	Rs.10,000 (Rupees Ten Thousand only)
7.	Last Date for receipt of Tender Form	03/04/2017, 06.00 P.M
8.	Date and Time of opening of Technical Bid	07/04/2017, 10.00 A.M
9.	Pre-bid Conference	<b>This is a Retender of our previous Tender No: KSFE/IT/14002/AC/2016-17/3 Dated 22-09-16. So the decision taken in the prebid meeting held on 05-10-2016 will be applicable to this tender also.(Decision Attached in the Tender Document)</b>

#### 3.2 Procedure for Submission of Bids

The bidders shall submit their Technical bid and Commercial bids through the e tender site <https://etenders.kerala.gov.in>

##### 3.2.1 Contents of the Technical Bid

1. Every Tender should be accompanied by an agreement in the prescribed form (Annexure-2) of Store Purchase manual on Kerala Government stamp paper worth Rs.200/- Any

additional stamp duty legal charges etc. in respect of agreement will be borne by the bidder.

2. A copy of the RFP duly signed on all the pages.
3. Bidder eligibility and references as in Section 5.
4. Additional information as in Section 6.

### **3.2.2 Contents of the Commercial Bid**

Format of Commercial Bid is given in Proforma-1. The bidder should provide the annual FMS/AMC 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.

### **3.2.3 Period of validity of Bids**

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.

In exceptional circumstances, KSFE may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing, (or by fax/e-mail). The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

### **3.2.4 Due Date and Time**

The last date for submission of Request For Proposal is 06.00 P.M on 03/04/2017.

### **3.2.5 Right to accept or reject any or all bids**

a) KSFE reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for its action.

b) The acceptance of tender will rest with the KSFE, which does not bind itself to accept the lowest bid and reserves itself the right to reject any or all the tenders received without the

assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

c) KSFE does not bind itself to accept the lowest or any tender and reserve to itself the right of accepting the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.

### **3.2.6 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of courts at Thrissur.

### **3.2.7 Tender Document**

The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

Amendment of Tender Document.

- a. At any time up to the last date for receipt of bids, KSFE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender Document by an amendment.
- b. The amendment will be notified at KSFE's website [www.ksfe.com](http://www.ksfe.com) as well as in writing or by fax or email to the prospective Bidders who have received the Tender Documents and will be binding on them.
- c. In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the KSFE may, at its discretion, extend the last date for the receipt of Bids.

#### 4. SERVICE LEVEL AGREEMENT

The scope of work under Facility Management System is summarized as follows.

- a) Complaint/Call Management.
  - b) Service Level Management
  - c) Reporting
1. Insurance coverage to all equipments against theft, fire, riots, natural calamities, lightning and other unforeseen calamities
  2. Equipments covered in the scope
    - a) Existing equipment (List of equipments included as Annexure 1)
    - b) Equipments that will be added later. (Items under warranty)
  3. The contractor shall carryout on-site maintenance of the equipments according to a Service Level Agreement (SLA), the terms of which are summarized as follows:

Equipment	Maximum down time allowed in a single instance	Downtime penalty
Air Conditioners	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.	<p>No penalty will be charged if the complaint is settled either by repair or by providing standby equipment within the stipulated time. If the complaint remains unsettled after this allowed downtime Rs.200 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.</p> <p>If standby equipment of equivalent/higher capacity is provided, then the original equipment (after carrying out the necessary repairs) in working condition has to be brought back within a maximum period of one month.</p> <p>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.</p>



4. Contractor should log all user calls – relating to Branches, Application and provide them a trouble ticket, track it, timely resolve it, prepare report on the same and submit to controlling section/coordinator on daily basis. Software for logging the call will be provided by KSFE and will provide access to the contractor for helpdesk management. Log tickets in the Service Desk tool on behalf of users calling service desk over phone/email. Resolution/Assignment of calls as per agreed SLA & Prioritize/categorize and assign the calls to the respective team as per a defined matrix.
5. Provide daily updates on the status of the tickets to the end users and also to update the call status in the software provided by KSFE.
6. Service/Call reports with respect to all call should be provided by the contractor.
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.
8. All parts including remote control of the AC should be repaired/ replaced with equal or higher specification. Plastic parts of the equipment are not exempted.
9. Any part, which violates AMC/FMS cover due to physical or other type of damage, shall be reported to KSFE within two days of such complaint and if KSFE wishes to repair it, the same shall be repaired by the vendor within two days after getting confirmation from KSFE. If such complaints were not reported to KSFE in time, it should be the responsibility of the contractor to resolve the issue without any additional cost.
10. Maintenance of equipments not under warranty shall comprise of supply of all spares and on-site support, supply of additional spares and standby equipments to meet the stringent service levels. The spares used will not be more than one year old.
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. The preventive maintenance should be completed preferably within first fortnight of every quarter, but not later than first three weeks of each quarter. PM reports with date should be approved by the Branch Manager with his/her remarks and should be submitted to KSFE along with the quarterly invoice.
12. The contractor should verify the working condition of all the items reported by KSFE/handed over by the previous AMC/FMS 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 AMC/FMS vendor/KSFE immediately within 30 days 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 AMC/FMS 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

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.
14. In the case of Air Conditioners, the maintenance shall include replacement of sensor, oscillation motor, plastic/fiber parts, remote control, filling of gas, stabilizers etc. All tools needed for the proper maintenance/repair of AC like ladder, stand should be arranged by the contractor.
15. The major part of the Air conditioner such as Compressor and Condensor will not come under the scope of the AMC. In case of Compressor/Condensor complaint, the bidder may quote the actual price for repairing/replacing the equipment and KSFE may decide whether to repair/replace the items. If KSFE do not wants to replace the items, it will be removed from AMC. All replaced items should have minimum one year warranty. Labor charges, refilling of gas etc. for replacing the Compressor/Condensor will not be paid additionally for this.
16. Following Reports to be submitted by the Contractor
  1. Daily Call report – Open, closed with reason for open calls.
  2. Daily SLA Compromise Report.
  3. Monthly SLA performance report.
  4. In case of replacement of major parts, a detailed report in this regard should be submitted weekly/monthly.
  5. List of items for which standby arrangements have been made(weekly/monthly).
  6. Monthly report of assets taken for repair from our offices.

## **SPECIAL TERMS AND CONDITIONS**

17. The Service Engineers handling different domains should be well experienced in maintenance of Hardware.(A declaration from the contractor with regard to the exposure/ level of knowledge of the various service engineers would suffice).
18. The Contractor should carry out scheduled preventive maintenance on a quarterly basis for all equipments/ items covered under the ambit of this project. Preventive maintenance means quarterly servicing of the equipment irrespective of whether the equipment has suffered a breakdown or not, and it would include (even though not a comprehensive list) the following:
  - i) Cleaning & removal of dust and dirt from the interior and exterior of the machines
  - ii) Cleaning of Filters.
  - iii) Checking gas level.
19. Contractor should have his own facility for repairing and testing the products as listed in ANNEXURE-1. He should also ensure that sufficient stock of spares is maintained at all times.
19. The repairing works will have to be carried out at the original location of the equipment in all cases with the exception of extraordinary circumstances where the equipment or any component may be required to be taken out for repairs. In such cases it is mandatory that standby arrangement shall have to be made by the contractor and in no way the normal working environment (as at the time when the equipment taken out for repairs was functioning properly at the original location) shall be held up for want of any stand by arrangements.
20. In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible equipment/item.
21. KSFE shall have the right to alter/add attachments to the equipments/items, provided such alterations or attachments does not hamper proper maintenance of the same being performed, or unreasonably increase the successful contractor's cost of performing repair and maintenance service.

22. The AMC/FMS Contract (FMS) is initially for a period of 1 year (could be extended for a further period of 2 years on same terms & conditions based on the satisfactory performance during the previous year). No demand for revision of rates on any account shall be entertained during the contract period. The KSFE reserves the right to extend (after the expiry of the original contract) the period of the contract further for any period not exceeding 3 months at a time or till the next tender is finalized. The terms and conditions for the extended period will be same as that for the existing one.
23. The vendor should remit an amount equal to **Rs. 10,000** as Earnest Money Deposit through the e-tender site <https://etenders.kerala.gov.in>. It is also clarified that the quotations received without earnest money will be summarily rejected.
24. **Bidders who have participated in the previous tender no KSFE/IT/14002/AC/2016-17/3 dated 22-09-2016 need not remit the Tender Fee.**
25. **The Decisions taken in the Prebid meeting held on 05-10-2016 for the tender no KSFE/IT/14002/AC/2016-17/3 dated 22-09-2016 is also part of the Tender document.**
26. **The bidder should submit hardcopy of all the documents submitted through the e-tender website to KSFE within 3 days after the last date of submitting the tender.**
27. 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 his 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.
28. The contractor must enclose a signed copy of the tender document in support of their acceptance of the terms and conditions of the tender. All pages and all sections of the tender documents must be signed in full at the bottom right hand corner and also signed wherever stipulated in the tender papers by the contractor or a person holding a power of attorney authorizing him to sign on behalf of contractor before submission of the tender (In such an eventuality original power of attorney has to be produced for verification).
29. KSFE will have the right to add new items at any point of time into the scope of the AMC/FMS contract. AMC/FMS charges will be paid for these equipments from the date of such addition at the rates specified in the contract (necessary addition will be made in Annexure-1).

30. 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 AMC/FMS 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.
31. 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 a new Tender Process. 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 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.
32. 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 three months will be recovered from the contractor.
33. KSFE reserves the right to shift any of the equipments covered under the AMC/FMS (as detailed in Annexure-1) from any of its original location to another, without assigning any reason. Upon intimation of the same, the contractor is liable to provide the service and maintenance for theses equipments at the new location. In case of shifting of any equipments/ items, de-installation at the old location and installation at new location comes under the purview of AMC/FMS. No payment shall be paid for such shifting. The cost for gas refilling, labour charges if any may be borne by the contractor.
34. The cost of all spare parts that may have to be replaced for the satisfactory functioning of all the equipments/items will be covered under the AMC/FMS.

35. The inventory of all equipments/items proposed to be included in Annexure-1 has to be completely verified by the successful contractor in such a manner that the AMC/FMS arrangement is in place at all the offices of KSFE from the commencement of AMC/FMS contract. Verification of any further addition/deletion to Annexure-1 has to be planned by the contractor in such a manner that the AMC/FMS arrangement is carried out without any hindrance. The vendor should identify the working condition of all assets within 15 days from the acceptance of the contract. If the vendor is unable to identify the preexisting cases within 15 days from the commencement of AMC/FMS the bid, rectification of such cases should be the responsibility of the vendor. During the inspection of equipment unused/damaged cases of the equipment should be reported to KSFE.
36. KSFE will host software for tracking and recording the complaints and issues of the equipments reported from branches. The contractor should monitor the complaints (tickets) and resolve it in a timely manner. After successful completion of the repairs and corrections, it is contractor's responsibility to make sure that the complaint (ticket) is closed in the software hosted by KSFE. The service level penalty will be calculated based on the software.
37. If the same complaint (ticket) is repeated within three days of closing the previous complaint, the latter complaint will be ignored and the first complaint registered will be considered as unresolved in all means from its registered date and penalty is calculated and other actions will be taken.
38. The vendor shall sign contract, SLA, NDA with KSFE incorporating following parameters.
1. If any of the equipment has been replaced/standby arrangements made , the contractor should intimate the details of such items to KSFE details like make and model of the new items, that have been replaced
  2. Vendor's complete escalation matrix should be shared to KSFE.

## 5. CRITERIA FOR THE ELIGIBILITY OF BIDDERS & REFERENCES

The bidding is open to all qualified Bidders who fully meet the following qualifying requirements.

1. The bidder must be a Company registered under The Companies Act 1956 as evidenced by duly enclosed certified copy of Certificate of Incorporation.
2. The bidder should be a manufacturer / dealer of related equipments for the last 3 years with a minimum annual turnover of **Rs.50 Lakhs** for at least one year during the block of immediately preceding three financial years (2013-14 to 2015-16). Certified copies of audited financials (last three financial years i.e. 2013-14 to 2015-16) to be enclosed.
3. The bidder must have previous experience in maintaining Air-conditioners in Govt. organization/PSUs /Banks during the block of last three financial years (i.e. 2012-13 to 2014-15). Copy of minimum one such order (bagged during the block of aforesaid three years) from the aforesaid categories of institutions should be furnished.
4. The bidder should have valid agreements / tie-up with supplier / manufacturer / IT solution providers (at least one from the following group) for the distribution and maintenance of their products in India as evidence by certified photocopies of all the supporting documents.  
AC:- Voltas, Samsung, LG, Haier, Blue Star, Godrej
5. The bidder should have office setup preferably at all district head quarters of the State, compulsorily at Thiruvananthapuram, Ernakulum and Kozhikode / Thrissur. Also they should have Service Centers in Kerala. (Details should be separately attached)
6. Evidence that the bidder has the necessary technical skills, technical staff and financial resources to perform the contract. The bidder should also provide the details of technical personnel proposed to be deployed for this project (along with their scope/ span of supervision- both in terms of location / reportees and their reporting structure) in the following format:

Sl.No	Name	Technical qualifications	Area of specialization & experience	Scope of Supervision	
				Location	No of Reportees

7. The bidder should provide list of 3 references (of clients with similar projects) along with details such as name, designation, address (both postal as well as e-mail) & telephone number of the contact person along with the value of the contract in the format specified below-

Sl. No.	Name, designation, address (postal as well as e-mail) & telephone number of the contact person	Details of equipments and numbers (Air conditioners)	Period of Contract	Contract Value (in lakh)

All the above details are mandatory to prove the eligibility conditions of the bidder, and should be supported with copies of documents concerned. These details form an integral part of the technical bid. The bidder should submit hardcopy of all the documents submitted through the e-tender website to KSFE within 3 days after the last date of submitting the tender

### **5.1 Pre-Bid Conference**

KSFE has conducted prebid meeting on 05-10-2016 at our Regional Office, Thiruvananthapuram against our previous Tender no : KSFE/IT/14002/AC/2016-17/3 Dated 22-09-2016. The decision taken in the meeting is valid for this re-tender also and the copy of the decision is attached with the Tender Document.

### **6. BIDDER's SECTION**

The bidder shall provide any additional information that is not covered in the RFP. Information such as additional product features that are outside the scope of the RFP, requirements that have been left out in the RFP, issues they feel relevant to the project that have not been covered in the RFP and a statement of deviations shall be provided along with the technical bid. The bidder shall indicate in the BOQ file, the total bid prices of the equipments under the contract.



## **7. PRICING SECTION**

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.

NB: The Increase or Decrease in the service tax in future will be adjusted in this base rate making it beneficial to both the parties.

## **8. AGREEMENTS AND CONTRACTS**

The successful bidder shall execute the following agreements with KSFE

1. Agreement in stamp paper and a security deposit in the form of a Bank Guarantee for 5% of the contract amount for the prompt performance of the contract.
2. Detailed Service Level Agreement for maintenance of equipments.

## **9. PAYMENT TERMS**

1. 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.
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.
3. The contractor should submit the list of inventory/assets with cost which are under AMC/FMS along with the invoice.
4. PM reports of all assets signed by the Branch Manager should be presented along with the invoice.

## 10. PROFORMA FOR BIDS

### Proforma– 1 : Format of Commercial Bid – AMC/FMS rate/unit in percentage (Existing or new equipments)

(The bidder should fill the BOQ with the annual AMC/FMS rates (including insurance and taxes), for existing/new items that may be added to the contract in future after the expiry of their warranty period, as percentage of purchase price of equipment)

Sl. No.	Item Description	Total Amount	BASIC RATE including all taxes In Percentage of Total Amount (3) To be entered by the Bidder	TOTAL FMS AMOUNT Including All Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Air Conditioner (excluding Compressor and Condensor)	12248340.000		0.00	INR Zero Only
<b>Total in Figures</b>				<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>		

## 11. ANNEXURES

### Annexure 1: Details of Equipments

#### DETAILS OF EQUIPMENTS

Type	Model	Specifications	Unit Price	Purchase Date	Count	Total Price
FAN MOTOR TYPE	FAN MOTOR	FAN MOTOR TYPE 3 TON 12370	83500	20-03-96	1	83500
SPLIT AC	Videocon	Split – 1.5 Ton	20608	04-03-05	8	164864
SPLIT AC	VOLTAS VERTIS	Air Conditioner ( 1 Ton Split A/C) with adequate stabilizer	25987	01-06-06	74	1923038
SPLIT AC	Blue Star	Split – 1.5 Ton	29568	01-06-07	5	147840
SPLIT AC	AS	Split – 2 Ton	27150	20-11-07	2	54300

	18XBXTL					
SPLIT AC	INTER COOLER	Split – 1.5 Ton	19000	23-07-09	1	19000
SPLIT AC	LSA-SNW	Split – 1.5 Ton	19000	23-07-09	3	57000
SPLIT AC	BIO SLEEP PLUS	Air Conditioners with Energy Star rating (2 stars) - Split type, 1 Ton, Thermostat temperature control with adequate stabilizer	19500	23-07-09	99	1930500
SPLIT AC	TR SILVER 5S	Voltas 1.5 Ton 5 Star Silver 5S Split Air Conditioner	30850	01-11-12	254	7835900
WINDOW AC	Blue star w	Window 1.5 Ton	16199	13-11-08	2	32398

#### DETAILS OF EQUIPMENTS UNDER WARRANTY

Type	Model	Specifications	Unit Price	Purchase Date	Count	Total Price
SPLIT AC	125 CY	Voltas 1 Ton 5 Star 125 CY Split Air Conditioner	39700	18-08-14	72	2858400
SPLIT AC	125 CY	Voltas 1 Ton 5 Star 125 CY Split Air Conditioner	39700	28-01-15	33	1310100

**Annexure 2: Format of Agreement**

**Agreement**

Articles of agreement executed on this the .....day of ..... two thousand sixteen **BETWEEN** the Managing Director , KSFE Ltd., (hereinafter referred to as "KSFE") of the one part and Sri..... (H.E. name and address of the tender) (hereinafter referred to as "the bounden") of the other part.

**WHEREAS** in response to the Notification No.....dated..... the bounden has submitted to the Government a tender for the ..... the specified therein subject to the terms and conditions contained in the said tender;

**WHEREAS** the bounden has also deposited with the Government a sum of Rs.....as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

**NOW THESE PRESENTS WITNESS** and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the KSFE and the contract for ..... is awarded to the bounden, the bounden shall within ..... days of acceptance of this tender execute an agreement with the KSFE incorporating all the terms and conditions under which the KSFE accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the KSFE shall have power and authority to recover from the bounden any loss or damage caused to the KSFE by such breach as may be determined by the KSFE by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the KSFE under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as through such sums are arrears of land revenue and in such other manner as the KSFE may deem fit.

In witness whereof Sri..... (Name and designation) for and on behalf of the KSFE and Sri.....the bounden have hereunto set their hands the day and year shown against respective signatures.

Signed by Sri..... (date).....

In the presence of witnesses:

5. ....

6. ....

Signed by Sri..... (date).....

In the presence of witnesses:

1. ....

2. ....

**Annexure 3: Pre bid Document**

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

S L	Vend or	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 -	Clarification given in previous queries. Only Resolution time is considered

			within 24 hours, PCs & other devices - within 48 Hours)	
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,	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.

			SHREELIPI Malayalam word processing software, Antivirus Software etc., Databases like Oracle, MY-SQL, MS-ACCESS,FOXBASE) - Please clarify the support level required for software	
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	<p>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 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</p>	<p>Comment: “30 days” advance written notice to be given by KSFE to the Contractor.</p>	<p>In the case of Termination of contract, three months written notice to either party should be served.</p>
17	CMS		<p><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</p>	<p>The contractor is handling a high value infrastructure of KSFE. So it is not possible to include liability cap.</p>



			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.	
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	Kindly help on the SOW on the PM activity to be maintained	Preventive maintenance means quarterly servicing of the equipment irrespective

		basis preferably at non office hours for all equipments/ items as detailed in ANNEXURE –1.		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	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	Sir Some of the OEM Mentioned in the Computer Hardware are no more in the business kindly advice	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
31	HCL	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	Request KSFE to add at the end of the clause:-  Notwithstanding anything to the contrary contained in the contract, the	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>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>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>	
32	HCL	General	<p>Request KSFE to add this clause:</p> <p>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 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</p>	Such clause could not be added.

			<p>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,	Following text be added	Clarification Given in

		<p>Page 14 - 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 a <b>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>after new tender 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>	<p>previous queries.</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</p>	<p>Following text be substituted in place of 'without assigning any reason' highlighted in bold:-</p>	<p>Clarification Given in previous queries. Prior intimation of 15 days for shifting the equipment is not possible.</p>

		original location to another, <b>without assigning any reason.</b> Upon 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.	With prior intimation of 15 days to the Contractor.  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	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	Clarification Given in previous queries.

		tender website.	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.	
39	HCL	KSFE/IT/14002/PC/2016-17/1 , Page 6 - 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.	Request KSFE to modify the same as below:  Proposal and the terms and conditions are valid till < 60 DAYS > unless extended in writing by HCL.	Firm period is changed to 90 days instead 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	Request KSFE to modify the same as below:	No changes possible in RFP.



		<p>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.</p>	<p>Client to pay for all services and products delivered till date of termination.</p> <p>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. 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.</p>	
43	HCL	<p>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</p>	<p>Request KSFE to modify the same as below:</p> <p>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</p>	<p>Clarification Given in previous queries.</p>

		materials to be supplied & in case of works to be executed. The offer must be quoted in Indian Rupees only.	Proposal are exclusive of all taxes, (VAT if applicable, and central CST) duties, levies, Service tax	
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 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.	Request KSFE to modify the same as below: Need to replace with working equal/higher spare.	In the case of failure of any 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 ,	Please confirm the	LCD panels are included

		General	coverage of LCD panel in contract.	under FMS/AMC cover.
48	HCL	<p>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 contractor(<b>also mentioned in Page 15 clause - 40</b>)</p>	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'.
49	HCL	<p>KSFE/IT/14002/PC/2016-17/1, Page 10 Clause 14 Software &amp; Applications include, but not limited to the following</p>	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	<p>KSFE/IT/14002/PC/2016-17/1, Page 11 Clause 19 Installation and support of</p>	Kindly clarify the below: Whether covered the Maintenance of	Clarification Given in previous queries.

		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.	LAN cabling, crimping, and IO outlet.	
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 ROUTER fortigate 40C	Kindly clarify on the firewall license.	Clarification Given in previous queries.

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?	<p>As the battery cost vary frequently, the Rate contract for battery will be reviewed each year and finalized with the approval of KSFE.</p> <p><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></p> <p>The bidder needs to specify only one brand of battery. The battery manufacturer should have valid ISO certification.</p>
55	Hykon		It is said that Office setup is needed at least three districts. Whether any proof for the same is required?	<p>In the case of Office setups in Kerala, bidder should have to provide proof for the same. Office is clarified as own office.</p>
56	Hykon		Whether battery water is included in FMS/AMC?	<p>Supply and refilling of Battery water is included in FMS/AMC.</p>
57	Hykon		Is there any exception be given to SSI, NSIC units.	<p>There is no exception for Tender Fee and EMD for any bidders.</p>

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