

**PROCEEDING OF PRE-BID MEETING FOR OPERATION AND MAINTENANCE OF NETWORKING EQUIPMENTS AND OTHER HARDWARE/ SOFTWARE AT ICFRE (HQ) AND ITS INSTITUTES / CENTRES HELD ON 20.09.2022.**

The tender for Operation and Maintenance of Networking Equipments and Other Hardware/Software at ICFRE (HQ) and its Institutes / Centres was invited vide tender ID No. 2022\_ICFRE\_710908\_1 dated 08.09.2022 on CPP Portal. Pre-bid meeting was held on dated 20.09.2022 at ICFRE (HQ), Dehradun.

The representatives from the following firms were present:-

1. M/s Progillity Technologies Pvt. Ltd., New Delhi
2. M/s Takyon Networks Pvt. Ltd., Lucknow
3. M/s Sknet Broadband Pvt. Ltd., Dehradun

The following members were present in the meeting:



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|------------------------------------|------------------|
| 1. Asstt. Director General (Admin) | Chairman         |
| 2. Head (IT Div.)                  | Member           |
| 3. Procurement Officer             | Member Secretary |

The queries received from the representative of firms through email and in person during the meeting were placed before the committee for deliberations and recommendations:-



E-tender clause Reference No	Description of Clause	Clarification Request from the firm	ICFRE Recommendations
(1)	(2)	(3)	(4)
Page 5 and clause No: 3a	<b>Scope of Work</b> Schedule VII List of Centers and VI-B List of Equipments	In the scope of work it has been mentioned that O&M is required for Switches and also Passive component (Fiber and IO) but no details about passive Component with Qty is mentioned in Annexure VIB for the O&M to be covered. Please clarify what is the Qty to be considered for passive Component in each location where O&M is required.	The firm may visit the site as per clause h under para 6 GENERAL TERMS AND CONDITIONS.
Page 5 and clause No: 3c	Maintenance Contract to be Comprehensive includes preventive maintenance / regular service of LAN Nodes and LAN Switches, Conduit Pipes, Optical Fiber for keeping them in perfect working order and condition	No details of Passive Component Cables, Fiber and Conduit details have been mentioned in tender RFP at Annexure VI B Please share the details?	The firm may visit the site as per clause h under para 6 GENERAL TERMS AND CONDITIONS.

*Asst. Dir. Gen.*

Page 5 and clause No: 3g	The firm has to replace the defective I/O Boxes, if any punching of the same and cable labeling	Details of existing passive Components not mentioned in Annexure VI-B Please share the details.	The firm may visit the site as per clause h under para 6 GENERAL TERMS AND CONDITIONS.
Page 6 and clause No: 3i	The Firm shall Provide Comprehensive maintenance support for O&M of switches, Network equipments, Hardware and software licenses by following SLA as specified in tender Document. The Firm shall arrange back to back replacement facility of the OEM supplied faulty Equipments	Back to Back OEM Replacement facility would be provided for those equipments that are still covered under Warranty with the Department (ICFRE), It has been clearly evident from annexure VI B that most of the equipments are installed in 2009-2010- 2011 and most of the Products are already end of Support and Sale from the OEM so OEM back to back replacement warranty would be really impossible for any OEM to commit. We request you to please amend the clause and instead of OEM back to back replacement warranty department should allow Bidder to arrange the replacement of Defective Product on best effort basis	Back to Back OEM Replacement facility would be provided for those equipments which are not declared end of life. For the equipments which are declared end of life, the Firm shall Provide Comprehensive maintenance support following SLA as specified in tender Document.
Page No:10 and Clause No: 6l	Schedule VIII - Bidder to mention the details of Service centers. Further the bidder should have Service center in each of the state Where ICFRE locations are located.	Practically it is impossible for any Bidder/ vendor to have Operational Service centers in each locations where ICFRE Centers and institutes are located. Please allow the bidder to provide Services from any one registered Service Center / Registered Office located in India	The Bidder should have at least one service centre in Eastern India, West India, North India, South India and Central India.
Page No:14 and Clause 9 h (i)	Penalty Applicable in case of fault not resolved by supplier/vendor 1) Upto 1 day beyond the resolution time (24 Hours) - 1000 Rupees/Day/ Equipment 2) Beyond 3 days - 2000 Rupees /Day /Equipment	Penalties mentioned in the RFP is Uncapped and we request to capped the penalties applicable as below 1) Upto 1 day beyond the resolution time (24 Hours) - 1000 Rupees /Day/Equipment, the maximum Limit of Penalty to be imposed would be 10% of Quarterly Invoice value 2) Beyond 3 days - 2000 Rupees /Day/Equipment, the maximum Limit of Penalty to be imposed would be 10% of quarterly invoice Value	The maximum limit of penalty against deviation of Clause 9 h (i) would be 20% of the quarterly invoice value.

  
  
 Ashish Kumar


<p>Page No:14 and Clause 9 h (i)</p>	<p>Penalty Applicable in case of absence of Service Engineer at respective locations  1) Engineer not available upto 2 days - Rupees 500 per day  2) Engineer not available beyond 2 days - Rs 1000 per day</p>	<p>Penalties mentioned in the RFP is Uncapped and we request to capped the penalties applicable as below  1) Engineer not available upto 2 days- Rupees 500 per day with Max Penalty Limit of 10% of quarterly Invoice Value of the vendor  2) Engineer not available beyond 2 days - Rs 1000 per day with Max Penalty Limit of 10% of quarterly Invoice Value of the vendor</p>	<p>The maximum limit of penalty against deviation of Clause 9 h (i) would be 20% of the quarterly invoice value.</p>
<p>Page No:18 and A Point i</p>	<p>Tender Fee :- Submission of Tender Fee should be done in form of Physical submission of tender fee in the Form of DD</p>	<p>Please allow the bidder to submit the Tender Fee Payment through Online mode only through NEFT/RTGS. We request department not to have Physical submission of Tender fee at ICFRE Location</p>	<p>Tender fee should be deposited in physical form only as mentioned in the Tender Document.</p>
<p>Page No:18 and A Point ii</p>	<p>EMD Fee : Hard Copy of the FDR against EMD submission to be send to ADG (Admin) ICFRE Site</p>	<p>Please allow the bidder to submit the EMD Fee Payment through Online mode only through NEFT/RTGS. We request department not to have Physical submission of EMD fee at ICFRE Location</p>	<p>Tender fee should be deposited in physical form only as mentioned in the Tender Document.</p>
<p>Page No:19 and B Point d</p>	<p>Authorization Certificate from the OEM / Authorized Service Partners in India. Failing to provide the authorization certificate would lead rejection of bid.</p>	<p>Authorization Certificate / Letter from the OEM would be provide for those Equipments that would be in existing running warranty contract however for those existing equipment that has been installed in 2009-2010-2011 is already end of Support declared by respective OEM and authorization letter from such OEM would be practically impossible to be provided.   Please allow bidder to provide the Authorization certificate for the Product that can be covered with OEM under warranty contract.</p>	<p>Authorization letter from the OEM to be provided for the equipments which is not declared end of support by OEM and for rest of the items the bidder has to submit the Undertaking to provide the support for the product during O&amp;M contract period.</p>

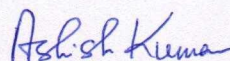
  
  
Asish Kumar

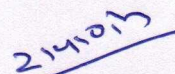
Page 21 and Point No 15 (b)(i) Point C	Technical Evaluation Point No c. The location and feasibility and fault booking centers as per requirement listed in Schedule VII-A and correspondence center at schedule VIII	As requested above Please allow relaxation in setting up Fault service centers at the locations where ICFRE have institutes as it is practically impossible for any bidder to have Fault Service centers at each locations where ICFRE institute are located. Also we request to relax on the Score of evaluation that is being mentioned at point no C from 30 to 10 and give more weightage of Point No A	The Bidder should have at least one service centre in Eastern India, West India, North India, South India and Central India.
Page 21 and clause No: VI-B	Schedule VI-B (Sr. No. mentioned for the equipments to be covered under O&M for 5 Years)	Schedule VI-B (Most of the Serial Nos. has been mentioned in the Schedule but there are details of the switches with No Serial Nos.) Please mention the Sr. Nos. also for our records if any.	The Serial No's cannot be provided at this stage. If needed by the firm, the firm may visit the site as per the clause under para 6 GENERAL TERMS AND CONDITIONS.

In addition to the above, the committee also recommended the followings:

- The clause that "Bidder should not have incurred losses in last 3 financial Years. Declaration from the Company CA should be enclosed with the Bid" shall be included in the tender document.
- The Format of Bank Guarantee for EMD shall be provided.
- The committee recommends that there is no difference between the list of items in tender document on page No. 51-55 and BOQ.
- The last date of submission of tender may be extended upto 20.10.2022.

  
Procurement Officer  
Member Secretary

  
Head (IT)  
Member

  
Asstt. Director General (Admin)  
Chairman

**BANK GUARANTEE PROFORMA FOR EMD**

(To be formulated on the Rs. 100/- non-judicial stamp paper by the issuing bank)

Ref : \_\_\_\_\_ Bank Guarantee : \_\_\_\_\_

Date : \_\_\_\_\_

Dear Sir,

In consideration of Indian Council of Forestry Research and Education, Dehra Dun (Hereinafter referred as the 'ICFRE', which expression shall, unless repugnant to the context of meaning thereof include its successors, Administrators and assigns) having awarded to M/s \_\_\_\_\_ (hereinafter referred to as the vendor, which expression shall, unless repugnant to the context of meaning thereof include its successors, Administrators and assigns) resulting in a Contract Valued for \_\_\_\_\_ hereinafter called the 'Contract' .

We \_\_\_\_\_ (Name of Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, Administrators executors and assigns) do hereby guarantee and undertake to pay the ICFRE immediately on demand an or, all amount payable by the firm to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ any demur, reservation, contest, resource or protest and / or without any reference to the firm. Any such demand made by the ICFRE on the Bank shall be conclusive and binding notwithstanding any difference between the ICFRE and firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the ICFRE discharges this guarantee.

The ICFRE shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee, from time to time to vary the advance or to extend the time of Bank guarantee of the Contract by the firm. The ICFRE shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise or any powers vested in them of any right which they might have against the vendor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the ICFRE and firm any other course or remedy or security available to the ICFRE. The bank shall not be relieve of its obligations under these presents by any exercise by the ICFRE of its

liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the ICFRE or any other indulgence shown by the ICFRE or by any other matter or thing whatsoever which under lay would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the ICFRE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the vendor and notwithstanding any security or other guarantee that the ICFRE may have in relation to the firm's liabilities.

Notwithstanding anything contained herein above our liability under the guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall extend from time to time for M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this day of \_\_\_\_\_ 202 at \_\_\_\_\_

Signature & Seal of Authorised Signatory of Bank

