

REPLY / CLARIFICATION TO BIDDERS QUERIES RAISED DURING PRE-BID MEETING IT FACILITY MANAGEMENT SERVICES – END USER SUPPORT ACROSS GGL LOCATIONS					
Tender ID- Tender Type- Open		Date / Time of Pre- Bid :			
No.	Tender Clause No. / Annexures	Page No.	Bidders Comments / Queries	Gujarat Gas Reply / Clarifications to All Bidders	
1	CONTRACT BANK GUARANTEE (CBG): 6.1 CONTRACTOR shall submit the CBG within 15 days from date of award of CONTRACT/ SERVICE ORDER, in the prescribed format, issued by an approved Bank; for an amount equivalent to 5% of the Basic CONTRACT VALUE/ SERVICE ORDER VALUE. 6.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CBG @ 5% for the applicable amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT. 6.3 CBG shall be valid till the entire CONTRACT PERIOD of 3 years + 3 months' claim lodgment period. PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE: An amount equivalent to 3% of basic value of each invoice shall be retained against Performance Security and same shall be released after end of DEFECT LIABILITY PERIOD + 3 months claim lodgment period.	Page number -2	We Request GGL to have a single Bank Gurantee As GGL has asked both CONTRACT BANK GUARANTEE (CBG); and PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE: Request GGL Team to consider only one Gurantee.	Tender conditions prevails	
2	SECTION -V STC CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG CONTRACTOR shall submit the CBG within 15 days from date of award of CONTRACT/ SERVICE ORDER, in the prescribed format, issued by an approved Bank; for an amount equivalent to 5% of the Basic CONTRACT VALUE/ SERVICE ORDER VALUE.	Page number -2	Please clarify GGL would provide the Order for full 3years contract period or year on year basis and 5% Bank Gurantee would be for yearly order or total order value for 3 years	Tender conditions prevails	
3	PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE: An amount equivalent to 3% of basic value of each invoice shall be retained against Performance Security and same shall be released after end of DEFECT LIABILITY PERIOD + 3 months claim lodgment period.	Page number -2	If the CBG is submitted timely then Performanace security would be dedcuted or not	Tender conditions prevails	
4			Bid Document Fee / Bid Processing Fees : 2000 (two thousand only) Bid Processing Fee Payable To : Gujarat Gas Limited, Ahmedabad. Bid Security/EMD/Proposal Security (INR) : Rs. 274,650.00 (two lacs seventy four thousand six hundred fifty only) - payment mode if EMD as DD is accepted	Demand draft is accepted	
5	Section VI	2	CONTRACT BANK GUARANTEE (CBG): 6.1 CONTRACTOR shall submit the CBG within 15 days from date of award of CONTRACT/ SERVICE ORDER, in the prescribed format, issued by an approved Bank; for an amount equivalent to 5% of the Basic CONTRACT VALUE/ SERVICE ORDER VALUE. request to modify 3% of contract value PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE: An amount equivalent to 3% of basic value of each invoice shall be retained against Performance Security and same shall be released after end of DEFECT LIABILITY PERIOD + 3 months claim lodgment period.	Tender conditions prevails	
6	NA	clause to be added	Below addition suggested: non Solicitation Clause ; Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	Tender conditions prevails	

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7	NA	clause to be added	In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation	Tender conditions prevails	
8	NA	clause to be added	Termination Right for the bidder; Bidder/Contractor shall have right to terminate the contract for default or material breach by Bank (including non payment of fees) and Bank does not remedy the default or material breach within 30 days from the notice of such default by the Contractor.	Tender conditions prevails	
9	SECTION IV: GENERAL TERMS OF CONTRACT (GTC) 3.4	6	The CONTRACTOR and/or CONTRACTOR's personnel shall be responsible and are fully aware of and abide by all the provisions of the CONTRACT that relate to them and the CONTRACTOR shall be entirely responsible for the compliance by the CONTRACTOR'S personnel with the provisions of the CONTRACT. The CONTRACTOR shall adhere to, and shall ensure that all the CONTRACTOR'S personnel are aware of, and comply with all legislations and the OWNER's policies and procedures, as amended from time to time, including those affecting the health, safety and environmental aspects of the SERVICES/GOODS supplied.	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.	
10	SECTION IV: GENERAL TERMS OF CONTRACT (GTC) 3.9	6	The CONTRACTOR shall arrange for the gate pass & valid identity cards for CONTRACTOR'S PERSONNEL, as per design approved by OWNER, wherever required, at CONTRACTOR's cost. The CONTRACTOR'S PERSONNEL shall be required at all times to carry their respective Identity Cards while on duty and produce on demand. The CONTRACTOR shall provide from time to time a list of the personnel with names, and their brief work profile, whenever demanded by OWNER.	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.	
11	Section IV 6.1_PBG	2	CONTRACTOR shall submit the CBG within 15 days from date of award of CONTRACT / SERVICE ORDER, in the prescribed format, issued by an approved Bank; for an amount equivalent to 5% of the Basic CONTRACT VALUE/ SERVICE ORDER VALUE. As per new Government guidelines, we have to submit 3% of TCV as PBG. Request to check and ammend it.	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.	
12	Section iv 31.5 - v_Insurance	22	Comprehensive Automobile Insurance: This insurance shall be in such a form as to protect the CONTRACTOR against all claims for injuries, disability, disease and death to members of public including OWNER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the ownership of such vehicles. We are bidding for IT support Services, there is no need to Automobile insurance. Hence we request to remove this clause.	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.	

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13	Section iv 31.5 - vi_Insurance	22	<p>The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the CONTRACTOR) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Thirty Lakh per death, Fifteen Lakh per full disablement and Ten Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the OWNER._We are bidding for IT support Services, there is no need to third party insurance.</p> <p>KITL Have the some policies as below for interest of our employees;</p> <ul style="list-style-type: none"> • Workman Compensation insurance • Group term Life insurance • Medical insurance Policy <p>Hence we request to remove the third party insurance clause.</p>	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.
14	Section iv 32.2_Indemnity	23	<p>The CONTRACTOR shall at all times indemnify and keep indemnified OWNER against all CLAIMS, loss, demands, proceedings, charges and expenses, liability of personal injury (including death), and/or damage omission or default by the CONTRACTOR or his representative and arising out of or connected with the performance of CONTRACT and arising out of non-compliance with the Law._We can indemnify only direct damages with 10% maximum capping of Total Contract Value.</p>	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.
15	Section iv 35.1_Limitation of Liability	24	<p>Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of:</p> <ol style="list-style-type: none"> Breach of Applicable Laws by the CONTRACTOR Gross negligence, fraud, or willful misconduct of the CONTRACTOR. Infringement of any Intellectual Property Rights of the OWNER. Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT . Provisions under Clause 17.2 of GTC_Limitation of Liability should be 10% of Total contract value 	Tender terms and conditions prevail. Kindly note that these are GGL's approved General Terms and Conditions which are applicable for all its tenders / orders and no deviation to the same is acceptable.