

PRE-BID CLARIFICATIONS 3 dtd. 11/06/2020 AGAINST NIB No. 356 DTD. 05/05/2020

Sl. No.	Clause No.		Bidder's query	NEEPCO's clarification
1.	Sec-III, Cl. 4.1	PERFORMANCE GUARANTEE: Within 30(Thirty) days from the date of issue of Letter of Intent, the Contractor shall furnish a Bank Guarantee in prescribed format, for an amount equal to 10 (ten) percent of the Contract value by way of Guarantee for the due and faithful performance of the Agreement and for the due and faithful performance of the Letter of Intent along with the other terms and conditions agreed to. The Bank Guarantee shall be initially valid for such period to cover 90 (ninety) days after the completion period of the contract as per Agreement.	<p>Our observation is in the said tender document, where you are looking for 400 no user CAL licenses from Microsoft Corporation, which is a proprietary product from Microsoft and nothing to do by us except supply. All warranty and contract agreements will be signed between Microsoft and NEEPCO only. In this regard 10% CPG on entire contract value is not clear as NEEPCO being an enterprise customer of Microsoft Corporation and we are actually implement the software when licenses are installed.</p> <p>As per OEM, there is no clause of CPG payment from Microsoft and more than 90% cost of this project will be on these licenses only.</p> <p>Hence you are kindly requested to amend the tender clause and mention the CPG on the professional services only which includes installation, customization, implementation and technical support of these licenses with post deployment maintenance till the contract periods ends.</p>	CPG is an instrument of security to protect the interest of client to ensure satisfactory performance of the product supplied. Accordingly, stipulated clause for CPG shall prevail.