

Response to Pre-Bid Queries

(Tender No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015)

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
1	45	11/ 10.1.1 Desktops	<u>Rear I/O</u> (2) USB 2.0 ports, (2) USB 3.0 Ports (1) VGA video port; (1) DisplayPort/DVI-D Port (1) RJ-45 Integrated Gigabit (10/100/1000 NIC (1) RS-232 serial port 3.5mm audio in/out jacks <u>Front I/O</u> (2) USB 2.0 ports 3.5mm headphone output and microphone jack	Every OEM has different design for placement of ports. While we deliver the same type & same number of ports as asked in the RFP, Can we quote in following placement. Ports -Rear I/O - (4) USB 2.0, 1 VGA port, 1 HDMI/DP/DVI, (1) RJ-45, (1) RS-232 serial port, 3-stack audio jacks supporting 5.1 surround sound. Front I/O - (2) USB 3.0, Universal Audio Jack.	Yes, Bidder may quote the same type & same number of ports as asked in the RFP.
2	46	1/10.1.3 Network Switch	The switch should support a minimum of 24 nos. 10/100 Ethernet Interfaces and minimum of 2 (SFP and 1000BASE-T) Uplinks	The switch should support a minimum of 24 nos. 10/100/1000 Ethernet Interfaces and minimum of 2 SFP+ Uplinks	As per RFP
3	46	1/10.1.3 Network Switch	The switch should support Forwarding bandwidth of minimum 12.8 Gbps	The switch should support Forwarding bandwidth of minimum 128 Gbps	As per RFP
4	46	1/10.1.3 Network Switch	The switch should support 64-Byte Packet Forwarding Rate of 6.5 Mbps or more.	The switch should support 64-Byte Packet Forwarding Rate of 65 Mbps or more.	As per RFP
5	46	1/10.1.3 Network Switch	The switch should support 64 MB of Flash memory and 128 MB of DRAM	The switch should support 16 MB of Flash memory and 128 MB of DRAM or for gigabit Switch 256 Mb flash and 512 MB Dram	As per RFP
6	47	12/10.1.3 Network Switch	OEM Eligibility: OEM should be present in "Leaders" magic Quadrant for the Wired and Wireless LAN Access Infrastructure Published by Gartner in Year 2015.	OEM Eligibility: OEM should be present in "Leaders/Challengers/Visionary" magic Quadrant for the data Centre Networking Infrastructure Published by Gartner in Year 2015.	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
7	21 25	4.1 4.23	<p>1) OICL intends that the contract, which is contemplated herein with the Bidder, <u>shall be for a period of three months.</u></p> <p>2) The prices quoted (as mentioned in Appendix 01- Bill of Materials submitted by the Bidder) for the solution and services <u>shall be firm throughout the period of contract</u> and shall not be subject to any escalation.</p> <p>3) We agree to abide by this Scope Offer for 180 days after the last date of submission of commercial bid and our Offer shall remain binding on us and may be accepted by OICL any time before expiry of the offer.</p>	Kindly confirm if required price validity is 3 months or 180 days?	<p>Point No. 1 & 2 are applicable post award of the contract and contract validity is 3 months as already specified in the RFP.</p> <p>Point 3 specifies the 180 days bid validity from the submission of bid proposal.</p>
8	37	9.2 (3)	We agree to abide by this Scope Offer for 180 days after the last date of submission of commercial bid and our Offer shall remain binding on us and may be accepted by OICL any time before expiry of the offer.	We understand that all PO's will be released from HO of OICL. Kindly confirm.	Yes
9	19	3.1.2.8	During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.	Post award of contract, any variation in pricess will be on mutual discussion and agreemet with Vendor. Any comparition of prices will be based on same configuration, and same terms and conditions as in this tender.	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
10	17 27 36	3.1.2.8 4.32 9.1	<p>1) OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. <u>Bidder agrees that there is no limit on the quantities that can be altered under this contract.</u></p> <p>2) OICL may place <u>Repeat Order against the original order for a quantity up to 50% of the original order quantity.</u></p> <p>3) OICL reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by OICL.</p>	As specified in Clause 4.32, we understand that the max upper limit for quantity variation will be 50% of the quantity mentioned in RFP. Any repeat order will be placed within the price validity period (3 months or 180 days). Kindly confirm.	Repeat order clause shall be applicable for 180 days from the placement of original PO.
11	27	4	Pre delivery / acceptance Inspection will be carried out by the OICL through its staff / consultant at any of the OICL's site / location . The vendor shall keep ready the equipments for inspection and vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection.	<p>1) Kindly confirm that PDI will not be applicable.</p> <p>2) If PDI is applicable, kindly confirm the sample % of machines which will be inspected during PDI. The PDI will be done at vendors warehouse in India. The time taken by OICL to conduct PDI will be excluded from total delivery period of vendor. Kindly confirm.</p>	During Pre delivery / acceptance, Selected Bidder shall deliver two quoted make & model desktops at OICL Head Office New Delhi & OICL shall conduct the testing of mentioned parameters in the technical specifications along with testing of various applications being used currently. Further Bidder shall also create the customized host image of all the softwares/applications..

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
12	15	1.7	The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software shall be completed within a period of 12 Weeks from the date of placement of order.	<p>1) Please specify the estimated number of delivery locations / approximate quantity distribution across the states.</p> <p>2) For locations where road permit is required, OICL will support with required documents/applications for vendor to arrange road permits. Kindly confirm.</p>	Delivery locations are enclosed as <u>Annexure-6</u> along with response to pre-bid queries.
13	15	1.7 (a)	OICL, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.	We understand any change in delivery schedule/quantities will be before order is placed on vendor. Kindly confirm.	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
14	16 19	2 3.1.8	<p>1) Successful Bidder shall submit all the duly signed Installation Note(s) at OICL Head office. Post completion of atleast 70% of locations, OICL shall arrive at common acceptance dates for the entire lot of H/w items delivered and installed at respective offices. Accordingly, the warranty period of 03 months starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.</p> <p>2) The Bidder shall be responsible for supply, installation and commissioning of the proposed hardware with technical specification as mentioned in Annexure-1. At the direction of OICL, the acceptance test of the proposed hardware shall be conducted by the successful Bidder in the presence of OICL's authorized representative(s) and/or any other team or agency nominated by OICL. All expenses for acceptance test shall be borne by the Bidder. The acceptance tests should include verification of documentation for equipment start-up procedures; shutdown procedures; configuration. Draft Acceptance test procedure should be submitted by Bidder. The final acceptance test procedures will be discussed and mutually agreed after the implementation.</p>	<p>We understand the signing of the Installation report will be considered as final acceptance, and there will be no separate acceptance test. Kindly confirm.</p>	<p>Successful Bidder shall submit the ATR based on Point 2 & 6 of Scope of Work mentioned in the RFP.</p>

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
15	16	2	<p>1) 'The Bidder will also coordinate with Networking and application vendors and provide the necessary assistance for successful installation, integration and functioning of application.</p> <p>2) Bidder shall generate the configuration / specification report from the Desktops, Laptops and Network Switch and present the printout of same along with installation report to the branch/office for their verification & signatures. The signed report is to be submitted to head office.</p>	<p>We understand that LAN / SAN cabling and networking is not in vendors scope. Installation scope of switches only include basic h/w installation of switches. Kindly confirm.</p>	<p>Understanding is correct</p>
16	16 36	2 (8) 9.1 (5)	<p>1) Accordingly, the warranty period of 03 months starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.</p> <p>2) The warranty will start from the date of signing the Contract.</p>	<p>We request for the warranty to start from the date of installation (same as acceptance), or 30 days from delivery, whichever is earlier. Kindly confirm.</p>	<p>As per RFP</p>
17	36	9.1	<p>1) Buyback Cost; Grand Total - TCO (A-B)</p> <p>2) Table-B Buyback Cost: - Desktops HCL Infinity M 6025 - 3934 - Laser Jet Printer HP P 1022 - 903 - Network Switch Cisco 2950 & CE 500 - 1013</p>	<p>1) We request to exclude the buyback cost from TCO for the purpose of evaluation of commercials.</p> <p>2) Request your confirmation on below points related to Buyback: - We assume that the equipments under buy back will be in working condition. - The old machine can be picked up immediately after installation of new machine is completed. - All the information on Buyback requirements will be made available with the relevant PO.</p>	<p>As per RFP</p>

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
18	18	3.1.6	<p>Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Appendix - 5, which shall be equal to 10 percent of the value of the contract - valid till date of expiry of six year Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.</p> <p>Failure by Bidder to submit the Performance security will result in invocation of Bid security held by the Company (OICL).</p>	<p>We understand that the Performance security will be valid till the completion of 3 months warranty period, and not for a period of six year as mentioned in Clause 3.16. Kindly confirm and amend.</p>	<p>six year Contract period may be read as three months Contract</p>
19	43	9.8	<p>Appendix 8: Non-Blacklisting Declaration form: With reference to your above referred tender regarding procurement of Computer Hardware and Software, we hereby confirm that we are not debarred / black listed by any State Govt or Central Government in India or any of its agencies or any PSU/BFSI as on the date of RFP and there has been no occasion of disassociation with any of our customers in India on account of delayed / defaulted deliveries or services.</p>	<p>We understand that the declaration on no occasion of disassociation is as on date of RFP. Kindly confirm.</p>	<p>Clause is self explanatory</p>

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
20	19	3.1.10	<p>1) The payment will be made as per the tentative milestones identified below as percentage of cost of the product (Hardware + Software + Warranty):</p> <ul style="list-style-type: none"> - Delivery of equipment (Delivery Challan): 70% - Successful implementation and integration of equipment (Proof of Installation report and ATR): 20% - Post Completion of Contract: 10% 	<p>1) We understand that the last 10% will be released on completion of installation and submission of 10% Performance Security valid till completion of 3 months warranty period. Kindly confirm.</p> <p>2) We understand that the bill submission and payment release will be from a single centralized location in OICL HO. Kindly confirm.</p> <p>3) The payment terms do not specify the payment period, i.e. the time taken by OICL to process payments after vendor submits bills with required supporting documents. We request for a payment period of 2 to 3 weeks from bill submission.</p>	<p>1. Last 10% shall be released at the completion of contract.</p> <p>2. Yes</p> <p>3. Payment shall be released to the successful vendor after completion of mentioned milestone and submission of all the documentation against invoice submission.</p>
21	21	4.2	<p>The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable / transferable to any successor entity of OICL. OICL reserves the right to use the excess capacity of the licenses supplied by the Bidder for any internal use of OICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further the Bidder also agrees that such use will not infringe or violate any license or other requirements.</p>	<p>The only 3rd party licensed software is the Operating system of Desktops, and its use will be governed as per OEM licensing terms. Kindly confirm.</p>	<p>Yes</p>

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
22	23	4.13	<p>The hardware and software proposed as part of this contract</p> <p>a. should not reach end of support during the period of contract</p> <p>b. should not have been announced End of Life /Sales</p> <p>In the event if the proposed hardware and software reached end of support during the period of contract, in such case the Bidder is required to replace the end of support hardware/ software at no cost to OICL</p>	<p>We understand that the contract period mentioned here is 180 days. Kindly confirm.</p>	<p>Contract period is 3 months</p>
23	24	4.14	<p>If the Bidder fails to meet the Project Timelines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract.</p>	<p>We understand that the LD will be calculated @ 0.5% of the contract price of the particular site/branch. Kindly confirm.</p>	<p>As per RFP</p>
24	45	10.1.1	<p>#1) Intel Pentium G3260 processor or later or Equivalent x86 Processor. (If the processor quoted is other than Intel, the name of the processor to be specified along with documentary proof as per benchmark results report to verify the qualifying parameter with the technical bid.)</p>	<p>Request to kindly confirm on the accepted benchmark for equating two processors from different platforms. Keeping it open will lead to ambiguity.</p>	<p>Clause is self explanatory</p>
25	45	10.1.1	<p>#8) 1 x PCIe16, 1xPCIe1</p>	<p>suggest to add traditional PCI slot as well considering the future expansion</p>	<p>As per RFP</p>

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
26	45	10.1.1	NO HARDWARE BASED SECURITY FEATURE MENTIONED	Kindly add TPM 1.2 or better Security Chip. The TPM (Trusted Platform Module) is a computer chip (microcontroller) that can securely store artifacts used to authenticate the platform (your PC or laptop). These artifacts can include passwords, certificates, or encryption keys. A TPM can also be used to store platform measurements that help ensure that the platform remains trustworthy. Authentication (ensuring that the platform can prove that it is what it claims to be) and attestation (a process helping to prove that a platform is trustworthy and has not been breached) are necessary steps to ensure safer computing in all environments	As per RFP
27	45	10.1.1	Energy Star ver 6 OR EPEAT certified for India	Request to make both compulsory for stricter compliance	As per RFP
28	46	10.1.2	Laser Jet Printer	Request to add Network. As for desktop host based printer 25ppm speed is on higher side. Generally such speed is required for network printer. Hence requesting for the same.	As per RFP
29	46	10.1.2	# 4) Print Quality Normal--- Minimum 1200 x 600 dpi	Request to change to--- Minimum 1200 x 1200 dpi as it is standard resolution (recommended same resolution across X & Y axis) specs and provides better output.	As per RFP
30	46	10.1.2	# 7) Paper (Input)--- 250-sheets	Request to kindly add 10 sheet priority tray for better paper handling (250 + 10 Priority for Letterheads/Postcards etc). It will provide versatility of printing)	As per RFP
31	46	10.1.2	#6) Processor Speed Not mentioned	Request to add the processor speed @ min 500MHz. Processor speed helps to determine spooling time & faster processing of various print jobs (text/ graphics/ various file formats)	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
32	46	10.1.2	#10) Power Cord with 5 Amp Plug & USB Communication Cable	Kinldy remove 5Amp plug as the printers come with std 2 pin plug.	Power Cord with 5 Amp Plug or standard plug & USB Communication Cable
33	45	Annexure-10 : 10.1.1 point no. 19 : OEM Eligibility	OEM of Desktop should be listed " Leaders " magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014.	<p>We request you to kindly change it to " OEM of Desktop should be listed in "magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014" or Top vendors as per IDC Reports.</p> <p>Our submission is that we are one of the top manufacturers of Desktops, Laptops, servers,Tablets, projectors etc and have more than 70% market share in BFSI segement in india with customers like, LIC of India,OBC,PNB,SBI,IDBI,PSB,SBBJ, J&K BANK, Canara bank, BOB,SBBJ,UBI,APPOLO MUNICH, MAX NEW YORK,ICICI BANK,AXIS BANK,Bank of Maharashtra and many many more. The Gartner report asked by you takes into consideration various parameters on the basis of which reports are published and which includes enterprise services globally.</p> <p>we are only company apart from other OEM's who are focussed on manufacturing of hardware only and are not into services globally and that is the reason we are not there in the Leaders quadrant. even big companies like Apple, samsung etc are also not in the leaders quadrant and it does not mean that they are not good companies.</p>	<p>It is clarified as -</p> <p>OEM of Desktop should be listed in magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014.</p>
34	16	Scope of work point no.4	The Bidder shall ensure compatibility of the hardware and software that they supply with the hardware and software systems being used in the OICL.	We request you to kindly mention which softwares are used by you.	Plesae refer the RFP section 1.1

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
35	6	10.1 Annexure 1: Technical Specifications , 10.1.3 Network Switch:	Layer-3 Features:	Layer-3 Features: Switch shall have hardware enabled advance IP routing protocols RIP V1/V2, OSPF, BGPv4, PIM-SM, PIM-DM ,policy based routing etc.	As per RFP
36	7	10.1 Annexure 1: Technical Specifications , 10.1.3 Network Switch:	OEM Eligibility:OEM should be present in "Leaders" magic Quadrant for the Wired and Wireless LAN Access Infrastructure Published by Gartner in Year 2015.	OEM Eligibility:OEM should be present in "Leaders/ Visionaries" magic Quadrant for the data center networking Published by Gartner in Year 2015.	As per RFP
37	29	5.2	Bid Security in the form of Bank Guarantee (BG) / Bank Draft of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) favouring „The Oriental Insurance Company Ltd" valid for 180 days from the last date of submission of Commercial Bid should be submitted.	We request the department to amend the same to 1% of the total bid value as per standard practice.	As per RFP.
38	-	-		ERV clause is not mentioned in the document. We request the department to add ERV clause of +/-3%	Please refer RFP clause 4.23
39	-	-		Order Split clause is not mentioned in the document. Order split should be there as it will be difficult to execute such a big order by bidder's which may effect the project timelines of OICL We request the department to add order split clause as 60:40	As per RFP
40	15	1.7.1	The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software shall be completed within a period of 12 Weeks from the date of placement of order.	We request the department to increase the project timelines to 14-16 weeks as offices in North eastern states and Kashmir Valley requires additional installation time of 3 weeks is required.	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
41	24	4.14	OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price.	We request the department to amend the same with maximum capping upto 5% of value of undelivered supply , configuration, installation and commissioning	As per RFP
42	22	4.7	All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL"s auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	We request the department to remove this clause	As per RFP
43	18	3.1.6	Bidder shall furnish performance security to OICL, which shall be equal to 10% of the value of the contract - valid till date of expiry of six year Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the RBI norms.	Please remove this clause as 3 months onsite warranty has been asked & bidders are required to submit the security deposit as well.	six year Contract period may be read as three months Contract
44	19	3.1.10	70% on delivery of equipment, 20% on Successful implementation and integration of equipment & 10% Post Completion of Contract	Please amend the payment terms to 90% on delivery & 10% against installation within 30 days	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
45	-	-	Number of locations of delivery & equipments per locations is not mentioned.	We request the department to provide details on the same.	Delivery locations are enclosed as <u>Annexure-6</u> along with response to pre-bid queries.
46	36	9.1	Buyback of material is mentioned in RFP document	Buyback certificate shall not be linked with release of payment. Also please confirm if it is mandatory to pick the material OR department can dispose the material if we keep zero value of buyback items.	It is mandatory to pick the material
47	27	4.31	Pre delivery / acceptance Inspection will be carried out by the OICL through its staff / consultant at any of the OICL's site / location.	We request the department not to conduct Pre delivery Inspection for printers and network switches. However, if the same is still conducted by department then please mention the place where PDI of desktops will be conducted by department. We request the department to conduct the same at OEM's premises.	During Pre delivery / acceptance, Selected Bidder shall deliver two quoted make & model desktops at OICL Head Office New Delhi & OICL shall conduct the testing of mentioned parameters in the technical specifications along with testing of various applications being used currently. Further Bidder shall also create the customized host image of all the softwares/applications..
48	27	4.32	OICL may place Repeat Order against the original order for a quantity up to 50% of the original order quantity.	Please clarify if the Repeat Order will be placed in bid validity period i.e. 180 days from the last date of submission of Commercial Bid. If not, please define the time period in which repeat order can be placed by department.	Repeat order clause shall be applicable for 180 Days from the date of original PO.
49	19	3.1.8	The final acceptance test procedures will be discussed and mutually agreed after the implementation.	Please provide clarification on the same & this needs to be decided before start of the project.	The final acceptance test procedures will be discussed and mutually agreed during the implementation.
50	16	2.8	Successful Bidder shall submit all the duly signed Installation Note(s) at OICL Head office. Post completion of atleast 70% of locations, OICL shall arrive at common acceptance dates for the entire lot of H/w items delivered and installed at respective offices.	We request OICL to arrive at common acceptance dates of 5% of locations instead of 70%.	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
51	19	3.1.9	<p>Delay in Bidder's performance</p> <p>Implementation of the Solution and performance of service shall be made by the Bidder in accordance with the time schedule specified by OICL in the contract.</p> <p>Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.</p> <p>If at any time during performance of the contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify OICL in writing of the fact of delay, it's likely duration and cause(s), before the scheduled delivery / installation / implementation date. OICL shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery / installation / implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the Bidder's request to delay the implementation of the Solution and performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.</p>	<p>Delay in Bidder's performance</p> <p>Implementation of the Solution and performance of service shall be made by the Bidder in accordance with the time schedule specified by OICL in the contract.</p> <p>Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to either one any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.</p> <p>If at any time during performance of the contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify OICL in writing of the fact of delay, it's likely duration and cause(s), before the scheduled delivery / installation / implementation date. OICL shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery / installation / implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the Bidder's request to delay the implementation of the Solution and performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
52	26	4.23	The prices quoted (as mentioned in Appendix 01- Bill of Materials submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.	<p>In case any national or state statute or any local law or regulation or by-law of any duly constituted authority is changed or comes into force which results in extra costs/tax in relation to the provision of the Equipment/ Software/ Services, the consequential effect shall be to the account of the and the same shall be borne by the Customer.</p> <p>Any additional Cost (in terms of tax) on account of change in law- customer to bear that cost .</p>	Taxes shall be paid on actuals.
53	21	4.4	OICL may assign the hardware and software provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.	<p>Please amend the same to:</p> <p>OICL may assign the hardware and software provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
54	24	4.17	<p>Force Majeure</p> <p>The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.</p> <p>For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>If a Force Majeure situation arises, the Bidder shall promptly notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>	<p>We request the department to please add at the end of the clause: "Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly."</p>	As per RFP
55	24	4.18	<p>Termination for Insolvency</p> <p>OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:</p>	<p>We request the department to define number of days in the written notice.</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
56	25	4.19	<p>Termination for Convenience</p> <p>Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by OICL at the contracted terms and prices. For the remaining goods and services, OICL may elect:</p> <p>i. To have any portion completed and delivered at the contracted terms and prices; and/ or</p> <p>ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder.</p>	<p>We suggest that:</p> <p>In the event of termination of the Contract by the OICL for any reason whatsoever, the OICL shall pay the Bidder the following amounts:</p> <p>(a) The Contract Price, attributable to the parts of the System(s)/Work(s) executed including goods and services delivered (including also the Work in Progress) by the Bidder up to the date of termination. In respect of capital items deployed in the Project, the OICL must purchase at the Written Down Value (WDV) from the Bidder all IT & non-IT infrastructure and the software deployed. Written Down Value (WDV) shall be computed at depreciated value by applying ten per cent (10%) depreciation per annum on written down value basis, on the value of the infrastructure deployed hereunder. VAT and other taxes as applicable shall be payable by the OICL on such WDV. In case the OICL is unable to purchase as mentioned above, the OICL must pay as Liquidated Damages on written down value of all IT & non-IT infrastructure and the software deployed by applying depreciation @ fifteen per cent (15%) per annum.</p> <p>(b) The costs reasonably incurred by Bidder in the ramp down / disengagement of Bidder's and its subcontractors' personnel;</p> <p>(c) Any amount to be paid by Bidder to its subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</p> <p>(d) Costs incurred by Bidder in protecting the</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
				<p>System(s)/ Work(s) and leaving the site in a clean and safe condition pursuant to this clause; and</p> <p>(e) The cost of satisfying all other obligations, commitments, and claims that Bidder may in good faith have undertaken with third parties in connection with the contract</p> <p>Work in progress. The term “work in progress” shall include but not limited to the value of goods meant for delivery to the OICL for which prior to the date of termination (i) manufacturing process was initiated by Bidder or its Vendors; or (ii) order was placed by Bidder on its Vendors.</p>	
57	15 & 17	1.7 & 3.1.2.8	<p>Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration.....</p> <p>Project Timelines Note:</p> <p>a) OICL, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises</p>	<p>In case of any variation in the scope of work, the Parties shall pursue a change control procedure which will be mutually decided by the Parties.</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
58	26	4.28	<p>Limitation of Liability</p> <p>Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.</p>	<p>Please amend the same to:</p> <p>Notwithstanding anything to the contrary contained in the contract Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, shall be limited to the amount actually paid by OICL to the Bidder in respect of the Equipment / Software / Services that are subject matter of a claim subject to a maximum of 10% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.</p>	As per RFP
59	-	-	<p>Interest on delayed payment clause in not mentioned</p>	<p>We request the department to include the clause as:</p> <p>Notwithstanding anything to the contrary contained anywhere in the Agreement, OICL agrees that any delay in payments beyond due date i.e. 30 days from the receipt of invoice, shall automatically bear interest at an annual rate equal to 18% per annum for the relevant delayed period, calculated from the date due until date of realization of full payment. The Bidder reserves the right to suspend/terminate this Agreement with immediate effect, if OICL fails to release the payment within 45 days from the date of receipt of invoice.</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
60	-	-	Deemed Acceptance clause	<p>We request to accept the clause as: The Deliverable(s)/Equipment(s)/Software(s)/Product(s) which requires acceptance test shall be deemed to be accepted (without requiring supporting signatures of the OICL), for the purpose of release of payment and for start of the warranty period and otherwise, on occurrence of any one of following events, whichever occurs earliest:</p> <p>a. if OICL fails to conduct or attend the acceptance test or does not provide a written notice of any rejection/confirmation of acceptance test, within seven (7) days from the date of Test readiness notification by the Bidder, or</p> <p>b. if OICL puts the Deliverable(s)/Equipment(s)/Software(s)/Product(s) into operational/ productive/ normal use prior to successful acceptance test, or</p> <p>c. if Equipment(s)/Software(s)/Deliverable(s)/Product(s) has been installed but, due to reasons beyond the control of the Bidder, it has not been possible during a period of seven (7) days from the date of notice by the Bidder, to proceed with the acceptance tests.</p>	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
61	-	-	Site Not Ready Clause	Please accept the SNR clause as: In order to enable the Bidder to commence work and meet its obligations under the contract, the OICL shall be responsible for acquiring and providing physical possession of the site and access thereto, and also all other areas reasonably required for the proper execution of the contract and making the site ready complete in all respect in accordance with the Bidder's specifications for site readiness. The OICL agrees that the Bidder shall not in any manner be liable for any delay in supply of Hardware/Software and provisioning of Services under the terms of this contract, if such delay is attributable to OICL's failure to make the site ready within seven (7) days of Bidder's direction in this regard.	As per RFP
62	46	1	The switch should support forwarding bandwidth of minimum 12.8 Gbps	Request to OICL that please change the clause with "The switch should support Forwarding bandwidth of 16 Gbps and must have a CPU and fan based architecture."	As per RFP
63	46	3	The switch should support RFC 768 - UDP,TFTP,BOOTP,IP Multicast,SNMPV2,RADIUS,IPV6 Auto discovery and configuration, RFC 2597, RFC 2474, RFC 3046,RFC 3376	Request to OICL that please change the clause with "The switch should support RFC 768 - UDP,TFTP,BOOTP,IP Multicast, SNMPV2, RADIUS, IPV6 Auto discovery and configuration, RFC 2597, RFC 2474, RFC 3046,RFC 3376 and RFC3580 for 802.1x"	As per RFP
64	11	-	AMC is mentioned in Definition & Acronyms	However AMC is not mentioned anywhere in the SOW/ RFP	AMC is not applicable
65	16	2.6	Bidder shall generate the configuration / specification report from the Desktops, LIPs and Network Switch and present the printout of same along with installation report to the branch/office for their verification & signatures.	Configuration / specification report from the Desktops, LIPs and Network Switch presentation alongwith installation report is not a standard industry practice. Suggest collation of i-notes only	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
66	16	2.5	Bidder should provide comprehensive on-site three months warranty for supplied hardware. All the parts of items supplied would be covered under comprehensive warranty except consumables (toner and cartridges only).	We request the department to exclude all consumables as defined by OEM from the scope of work (for e.g. Battery should be excluded from Warranty). Also clarify whether comprehensive support includes operating system related calls?	As per RFP
67	34	Section 8, last line	SLA Penalty will be charged subject to a maximum of 10% of the total contract price.	Penalty should be capped to 5% of the contract value as per standard practice	As per RFP
68	46	10.1.2 (Point No:3)	Print Technology: Laser	We request the department to add Duplex Print as the same would be easy as well as financially and environmentally beneficial.	As per RFP
69	46	10.1.2 (Point No:5)	USB: High Speed USB 2.0 port	We request the department to add Ethernet Network 10/100 Tx as it Reduce capital and maintenance costs by removing redundant equipment from their network. Network Printer providing a high-speed connection between the printer and the host database, and by allowing printing across a LAN. You can simplify the process of adding printers to the network to interact directly with a printer.	As per RFP
70	45	10.1.1 (Point No:8)	Slots: 1 x PCIe16, 1xPCIe1	We request the department to change the same to 1 PCIe16 and add M.2 Port for future upgrade on additional PCI Slot	As per RFP
71	45	10.1.1 (Point No:9)	Bays: (2) 3.5" Internal drive bays	We request the department to change the same to 1 HDD Bay only	As per RFP
72	45	10.1.1 (Point No:14)	Security: Serial, parallel, USB enable/disable (via BIOS)	No Parallel Port asked in the ports requirement only serial port asked so please confirm the same. Also please remove the serial/parallel enable/disable through BIOS	Clause may be read as - Serial, USB enable/disable (via BIOS)
73	45	10.1.1 (Point No:17)	Monitor: 18.5" (Monitor of the same brand as OEM)	Please change the same to change to 1440 x 900 resolution and TCO Certified	As per RFP
74	45	10.1.1 (Point No:18)	Cables & Connectors: Power cords for CPU and Monitor. Connecting cord for monitor and display adapter.	We request the department to only ask for power cord & exclude display adaptor from the requirement.	As per RFP

S.N.	Page No	Point / Section#	Existing Clause	Query sought/Request for change	OICL's Reply
75	45	10.1.1 (Point No:12)	Keyboard/Mouse: 104 keys bi-lingual (Hindi/English) keyboard. (Stickers are not allowed) & with 2 Button Scroll Mouse (Same make as Desktop)	We request the department to allow use of 3rd party keyboard/mouse.	It is clarified as- 104 keys keyboard of Same make as Desktop (Same make as Desktop) & with 2 Button Scroll Mouse (Same make as Desktop) System Integrator shall also place the Stickers of Hindi Alphabets on keyboard.
76	14	1.6	1) The Bidder should have supplied and installed atleast 1000 Desktops to one customer with in BFSI/ PSU/Government sector in India in Multi-locations during last 5 years. 2) The Bidder should have supplied and installed atleast 200 Printers to one customer with in BFSI/ PSU/Government sector in India in Multi-locations during last 5 years. 3) The Bidder should have supplied and installed atleast 200 Network Switches to one customer with in BFSI/PSU/ Government sector in India in Multi-locations during last 5 years.	We request to keep any two of the three h/w requirements as eligibility criteria, as supply of 'Network Switches' are mostly part of turnkey Networking projects.	It is clarified that: The bidder is free to quote independently or for combination of Desktops / Laser Jet Printer / Network Switch Accordingly Point No. 7, 8 & 9 of RFP Section 1.6 (Eligibility Criteria) shall be applicable for quoted products only. Part-A: Desktops (Qty 5000) Part-B: Laser Jet Printers (Qty 910) Part-C: Network Switch (Qty 1020) There shall be separate evaluation for each of the above Part. Revised Bill of Material and Technical Evaluation is enclosed herewith on Page-25 & Page-27 respectively of this document.

Revised Bill of Material (RFP Section 9.1 – Appendix 1)

Part-A (Desktops)

S.N.	Item	Make & Model	Total Units	Unit Price	Total Price
1	Desktops		5000		
2	Buyback Desktops	HCL Infinity M6025	3934		
Total (1-2)					

Grand Total in Numbers – (Rupees.....)

Grand Total in Words – (Rupees.....)

Part-B (Laser Jet Printer)

S.N.	Item	Make & Model	Total Units	Unit Price	Total Price
1	Laser Jet Printer		910		
2	Buyback LJP	HP 1022	903		
Total (1-2)					

Grand Total in Numbers – (Rupees.....)

Grand Total in Words – (Rupees.....)

Part-C (Network Switch)

S.N.	Item	Make & Model	Total Units	Unit Price	Total Price
1	Network Switch		1020		
2	Buyback Network Switch	Cisco 2950 & CE 500	1013		
Total (1-2)					

Grand Total in Numbers – (Rupees.....)

Grand Total in Words – (Rupees.....)

Note (for Part A/Part B/Part C)

1. Prices of the quoted item should include 3 months warranty, Installation & all applicable taxes.
2. Bidder should strictly follow the format given in Table.
3. OICL reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by OICL.
4. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.

Revised Technical Evaluation (RFP Section 6.2)

Total Marks 100. Minimum Overall Qualifying marks to become eligible for qualifying for Commercial Evaluation are 70% i.e. 70 out of 100.

Category	Criteria	Max Marks
A.	Bidders Project Experience	50
B	Response to RFP & Design, Implementation Methodology	50
	Total	100 Marks

A. Bidders Project Experience (As Applicable for Part-A/Part-B/Part-C)

S.N.	Bidder's Profile & Project Experience	Marks Allocation	Max Marks	Support Documentary Proof
1	The Bidder should have supplied and installed atleast 1000 Desktops / 200 Printers / 200 Network Switches (as applicable) to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	>= 2 Projects : 50 1 Project : 25	50	Copy of original PO / Contract highlighting the following: a) Date of PO / Contract b) Name of Parties c) Scope of Work.

B. Response to RFP & Design, Implementation Methodology

S.N.	Response to RFP & Design, Implementation & Project Management	Marks
1	Understanding OICL's scope of work and requirements	10
2	Proposed Products – Key Features and Functionalities	30
3	Project Plan / approach/ implementation methodology	10
	Total	50

-End of Document-