



Reply against Pre-Bid Queries
for

Tender Ref No: OICL/HO/ITD/PC/2019/01 Dated 20.03.2019 for RFP for Supply & Installation of Desktops

S.No.	Page No.	Clause No.	Point/Section #	Existing Clause	Query Sought	OICL's Response
1	15	Eligibility Criteria	1.6: Bidder's Eligibility Criteria; Pt. 3	The bidder should have an annual turnover of Rs.100 crore (Rupees One hundred Crores) per annum for each of the last 3 financial years (i.e. 2015-16, 2016-17 & 2017-18).	This being a Prestigious and a Large Tender, requesting Annual Turnover to be increased to atleast 300 Crs. per annum for each of the last 3 financial years (i.e. 2015-16, 2016-17 & 2017-18). This shall ensure Quality and able bidders who can complete the project within stipulated timelines	As per the terms of the RFP
2	15	Eligibility Criteria	1.6: Bidder's Eligibility Criteria; Pt. 3	The bidder should have an annual turnover of Rs.100 crore (Rupees One hundred Crores) per annum for each of the last 3 financial years (i.e. 2015-16, 2016-17 & 2017-18).	We request you to kindly increase the Turnover to Rs 300 crore as this is a prestigious project and Bidder with positive financial capability is participating	As per the terms of the RFP
3	16	Eligibility Criteria	1.6: Bidder's Eligibility Criteria; Pt. 6	If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'	Requesting to add a clause ensuring One OEM - One Bidder here. This shall ensure fair practices and Competitiveness in the Bid.	As per the terms of the RFP
4	15	Eligibility Criteria	1.6: Bidder's Eligibility Criteria; Pt. 6	The Bidder should be original equipment manufacturer (OEM) for Desktop / authorized reseller of the Desktops in India. In case the bidder is an Authorized partner of the OEM, Bidder has to submit the authorization letter from the OEM.	We request you to kindly mention "The bidder should be either Original Equipment Manufacturer or onle one authorised partner of Desktop OEM". This will help OICL to get pariticipation from serious bidders with competitive offering authorised by OEM. This is being following by other PSU banks also	As per the terms of the RFP



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5	16	Eligibility Criteria	1.6: Bidder's Eligibility Criteria; Pt. 7	16.The Bidder should have executed atleast 1 single order for supply of at least 3,000 Desktops in PSU/BFSI/Govt. Organization in India in the last 3 years (i.e. 1st Jan 2016 to date of Bid Submission)	Kindly amend the clause as " The Bidder should have executed atleast 1 single order for supply of at least 2500 Desktops in PSU/BFSI/Govt. Organization in India in the last 3 years (i.e. 1st Jan 2016 to date of Bid Submission)"	As per the terms of the RFP
6	16	Eligibility Criteria	1.6: Bidder's Eligibility Criteria; Pt. 7	The Bidder should have executed atleast 1 single order for supply of at least 3,000 Desktops in PSU/BFSI/Govt. Organization in India in the last 3 years (i.e. 1st Jan 2016 to date of Bid Submission)	Quantity in this tender is itself 6100, hence requesting this Eligibility Clause to be amended to "The Bidder should have executed atleast 1 single order for supply of at least 4,500 Desktops in PSU/BFSI/Govt. Organization in India in the last 3 years (i.e. 1st Jan 2016 to date of Bid Submission)"	As per the terms of the RFP
7	16	Eligibility Criteria	1.6: OEM's Eligibility Criteria; Pt. 9	The Desktop make offered should have been sold for minimum of One lakh and Fifty Thousand numbers in last financial year i.e. 2017-2018 in India	To ensure Quality Products being bided here, requesting to amend to "The Desktop make offered should have been sold for minimum of 2 Lac Numbers in last financial year i.e. 2017-2018 in India".	As per the terms of the RFP
8	17	Project Timelines	1.7: Project Timelines	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 that any change in the agreed delivery schedule will be mutually discussed with vendor. Kindly confirm.	As per the terms of the RFP



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9	17	Project Timelines	1.7: Project Timelines	The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software Within 12 weeks from the date of issuance of Purchase Order	We request the delivery timeline to be 12 weeks and installation timeline to be 5 weeks	Revised Clause: The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software : Within 16 weeks from the date of issuance of Purchase Order
10	17	Project Timelines	1.7: Project Timelines	The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software - Within 12 weeks from the date of issuance of Purchase Order	We are requested to amend the timeline as 16-18 weeks from the date of issuance of Pos. Hence ,OEM do have standard 10-12weeks of timeline for delivery of their Hardware at Proposed Sites.	Revised Clause: The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software : Within 16 weeks from the date of issuance of Purchase Order
11	17	Project Timelines	1.7: Project Timelines	Within 12 weeks from the date of issuance of Purchase Order	Owing to the fact that Deliveries are scattered across the nation and include remote branches in majority, requesting to increase the Project Completion timelines to at least 20 Weeks from the date of Purchase Order.	Revised Clause: The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software : Within 16 weeks from the date of issuance of Purchase Order



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12	18	Detailed Scope of Work	2.3: Detailed Scope of Work; Pt. 12	The Installation engineer to install any additional software as instructed by OICL at the time of installation in respective offices.	Requesting this to be specified during Image Creation Stage Only.	As per the terms of the RFP
13	18	Detailed Scope of Work	2.3: Detailed Scope of Work; Pt. 16	The bidder should ensure asset tagging of each desktop in the format provided by OICL	Please confirm in detail the asset tagging required	Clarification: OICL shall provide the format of Assets IDs & Hostname, bidder is required to paste the stickers on the equipment containing the Assets IDs & Hostnames
14	19	Detailed Scope of Work	2.3: Detailed Scope of Work; Pt. 18	Bidder shall generate the configuration / specification report from the Desktops 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.	Please confirm on the exact requirement of configuration / specification report	As per the terms of the RFP



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15	19	Detailed Scope of Work	2.3: Detailed Scope of Work; Pt. 19	Successful Bidder shall submit all the duly signed Installation Note(s) at OICL Head office. Post completion of at least 90% of PC's, OICL shall arrive at common acceptance dates for the entire lot of desktops delivered and installed at respective offices. Accordingly, the contract period and warranty period of three month (3 Month) starting from the date of acceptance, shall be determined and conveyed to the vendor.	Kindly help ensure that this time is date of Completion of the Project.	As per the terms of the RFP
16	19	Detailed Scope of Work	2.3: Detailed Scope of Work; Pt. 20	The bidder to ensure the migration of data to the new desktop. The bidder will provide a location wise report post transfer of data to new desktop, specifying that there is no data loss and no OICL data is being transferred out of the location.	Bidder can do this activity on a best effort basis. However the Bidder will not be able to submit such a report. Request to please remove the requirement of data transfer	As per the terms of the RFP
17	24	Payment terms	3.1.11: Payment Terms	3. Post Completion of Contract-10% cost would be payable post completion of Contract.	Bidder is giving PBG of requisite amount for the duration of project, hence we are requested to deleted the clause.	As per the terms of the RFP
18	24	Payment terms	3.1.11: Payment Terms	Delivery of Hardware-70% Successful Implementation and Integration of Equipment-20%	Kindly amend the clause as following:- 90% payment on Delivery of Hardware with in 15 Days after submission the invoice and	As per the terms of the RFP



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					10% Successful Implementation and if Delay the installation by End user few hardware or side not ready so request release the payment with in 30 days .	
19	24	Payment Terms	3.1.11: Payment Terms	70% against Delivery, 20% against Successful Implementation and Integration of Equipment, 10% Post Completion of Contract.	Requesting Payment Terms to be changed to 90% against delivery and balance 10% against submission of BG of equivalent amount which is 10% of the contract value.	As per the terms of the RFP
20	24	Payment Terms	3.1.11: Payment Terms	70% cost would be payable on successful post-delivery inspection of the product and post submission of Delivery Challan. 20% cost would be payable on successful installation and acceptance testing of the product and post submission of Installation report. 10% cost would be payable post completion of Contract OICL shall make all payments only through Electronic Payment mechanism (viz. ECS).	1.As per CVC circular 02/04/18 all undisputed invoices should be settled within 30 days of bill submission. We therefore request you to mention in payment clause that " payment will be made within 30 days for submission of bills. 2.a. We understand that 20% payment is not linked to common acceptance of 90% of the systems as per clause 19 on Page 19 . 2.b. Also request you to allow location wise bill submission Please confirm 3. We request that 90% of payment to be paid on delivery and balance 10% on installation. The warranty period will be covered with 10% PBG.	1. As per the terms of the RFP 2.a. As per the terms of the RFP. 2.b. As per the terms of the RFP 3. As per the terms of the RFP



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21	24	Payment Terms	3.1.11: Payment Terms	70% cost would be payable on successful post-delivery inspection of the product and post submission of Delivery Challan. 20% cost would be payable on successful installation and acceptance testing of the product and post submission of Installation report. 10% cost would be payable post completion of Contract OICL shall make all payments only through Electronic Payment mechanism (viz. ECS).	We request addition of the below clause in payment terms : "If for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, then 10% of the Total Contract Price shall be paid, after 30 days from the date of receipt of goods at the respective locations. In such a case, the Bidder shall have to produce document showing "Site not ready" status from the representatives of OICL at respective location and to undertake to install and successfully commission the Equipment within 7 days of confirmation of readiness of infrastructure by OICL".	As per the terms of the RFP
22	24	Payment Terms	3.1.11: Payment Terms	70% cost would be payable on successful post-delivery inspection of the product and post submission of Delivery Challan. 20% cost would be payable on successful installation and acceptance testing of the product and post submission of Installation report. 10% cost would be payable post completion of Contract OICL shall make all payments only through Electronic Payment mechanism (viz. ECS).	We understand that bill submission and payments will be centralized at the Head Office. Please confirm	Clarification: The Billing and payment shall be done at OICL Head Office, New Delhi.



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23	40	Service Levels	7.1.1: Service Level Criteria	In case the SLA requirement is not met, OICL will deduct penalty at the rate mentioned in the table below to maximum of amount till 90 day	We request you to cap the total penalty to 10% of the contract value. This was mentioned in the last RFP released by OICL for Desktop	As per the terms of the RFP
24	21	Terms & Conditions	3.1.4: Acceptance of the Solution; Sub-Point. 3.1.4.1	The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan (ATP) against the systems requirements. The system will be considered accepted (supplied, installed and operationalized) only after Acceptance Test is completed .	We understand that the Acceptance will be same as installation and there is no separate visit and test required. Kindly confirm.	Clarification: During the installation of Desktops, the bidder will get the Acceptance Test Report (ATR) signed from the designated OICL Officials at the branches/offices as per the ATR format provided by OICL
25	24	Terms & Conditions	3.1.10: Delays in Bidder's Performance	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. 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	The bidder requests that in case of delay in performance of obligations due to any act/omission directly attributable to the bidder under this RFP, the remedy of OICL should be limited to imposition of Liquidated damages. If such delay causes a material breach of the terms of the RFP and such a breach remains uncured despite 60 days written notice by the bidder, OICL shall terminate the contract	As per the terms of the RFP



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				shall promptly notify OICL in writing of the fact of delay, its 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.		
26	25	Terms & Conditions	3.2: Other RFP Requirements; Sub-Point. B	OICL may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the	Please confirm PDI will be on a sample or 100% of material	As per the terms of the RFP



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				same would be reimbursed to the Bidder by OICL.		
27	29	Terms & Conditions	4.16: Liquidated Damages	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.	Requesting to amend LD to 0.5% per week of the Undelivered Items only, up to maximum deduction of 10% of the price of Undelivered Items only.	As per the terms of the RFP
28	29	Terms & Conditions	4.16: Liquidated Damages	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	1.We request you to kindly amend the clause to "LD will only be applicable on undelivered / uninstalled portion". 2.We understand that LD will not be applicable if the delay in meeting the project timeline is due to reasons attributable to OICL (Like Site not Ready / User not available). Please confirm	1. As per the terms of the RFP 2. As per the terms of the RFP



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29	26	Terms of Reference	4.2: Ownership, Grant and Delivery	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 only 3rd party licensed software is the Operating system of Desktops, and its use will be governed as per OEM /MS licensing terms. Kindly confirm.	As per the terms of the RFP
30	32	Terms & Conditions	4.28: Cancellation of the Contract & Compensation	If the Contract is cancelled during Warranty, the bidder shall repay all the payment received from OICL and remove the solution supplied and installed by the bidder without any extra cost to the Company. If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract	We request you to kindly remove the clause . Moreover this clause was not mentioned in last RFP of Desktop. In any case, the products supplied by the bidder are covered by warranty and as such the bidder is required to repair the defective products if any, at no extra cost to OICL during the period of warranty.	As per the terms of the RFP
31	40	Service Levels	7.1.1: Service Level Criteria	State Capitals, Metro Cities and OICL regional Offices 2 days Other Locations 3 days North eastern states and Kashmir Valley 7 days	We request the resolution time for Metro Cities to be made as 3 days and Other locations as 4 days	Revised Clause: State Capitals, Metro Cities and OICL regional Offices -3 days Other Locations-4 days North eastern states and Kashmir Valley-7 days
32	66	Annexure	Annexure 13: Integrity Pact	Fall Clause in Integrity pact	The bidder requests the deletion of the fall clause in line with the revised format shared by CVC on their website.	As per the terms of the RFP



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33		Request Addition	Request Addition		We request you to kindly incorporate new Clause " The Desktop OEM should be listed in top five manufacturers as per latest ranking released by IDC (International Data Corporation)" . This is being following by PSU banks RFP also	As per the terms of the RFP
34		Request Addition	Request Addition		OICL should be empanel two Bidders. For empaneling more two Bidder, the offer for matching of rates with L-1 will be given to L-2, L-3 and so on, if required. The order distribution among the successful Bidders i.e. L-1 vs. L-2 shall be in the ratio of 60:40 for more and fare competition	As per the terms of the RFP