

**Response to Pre-Bid Queries**  
(Tender Ref No: OICL/HO/ITD/LJP/2016/01 Dated 22<sup>nd</sup> November 2016)

S.No	Page No.	Point Section # /	Existing Clause	Query Sought	Reply from OICL
1	23	4.14	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.	We request the department to deduct penalty on un-delivered product/services. Please amend the clause as " 0.5% of the un-delivered product/services for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the total contract price.	As per RFP
2	18	3.10	Payment terms mentioned as 70% on delivery, 20% on Successful implementation and integration of equipment & 10% on Post Completion of Contract.	We request the department to release 90% on delivery & 10% on implementation and integration of equipment. <b>We also request OICL to release payment site-wise.</b>	As per RFP
3	36	8	SLA penalty mentioned as Rs. 250 per day. Penalty will be charged subject to a maximum of 10% of the total contract price.	We request the department to relax the clause to 0.5% of down equipment value per week to maximum of 5% of down equipment value.	As per RFP
4	-	-	Site not ready clause is not mentioned	We request the department to release 100% payment within 30 days if site is not ready due to any reason attributable to OICL.	As per RFP
5	-	-	From where the Purchase orders & payment will be released by OICL?	We request the department to release Purchase orders & payment centrally from Head Office of OICL.	As per RFP
6	-	-	Order split details are not mentioned	We request OICL to split the order amongst L-1 & L-2 in ratio 60:40.	As per RFP
7	-	-	Road permit related information is not mentioned	OICL to provide road-permit whenever & wherever required.	The bidder has to make his own arrangement to fulfill all delivery formalities like – Road permit, entry tax etc. and should not involve OICL in these activities.

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**(Tender Ref No: OICL/HO/ITD/LJP/2016/01 Dated 22<sup>nd</sup> November 2016)**

8	16	h	<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. The Bidder agrees that the prices quoted for each line item &amp; component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. 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 &amp; equipment should be passed on to OICL within the contract period.</p>	<p>In case of increase/decrease in quantities beyond 2%, quoted price should be given proportionate effect and in case price benefit is on the products, licenses, software or services which are part of the contract, that benefit cannot be passed on to OICL.</p>	As per RFP
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9	-	-	Bidder's right to suspend performance of obligations in case of delay in payment clause	<p>Bidder's right to suspend performance of obligations in case of delay in payment:</p> <p>OICL shall release the payment due to the successful Bidder on or before the due date. In the event the OICL fails to pay any amount to the successful Bidder on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the successful Bidder shall be entitled to suspend performance of its obligations under the Contract, following written notification to the OICL, until realization of full outstanding amount in respect of the Services actually delivered and rendered and not paid for. In the event of suspension by the successful Bidder of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the successful Bidder shall be reimbursed by the BARC for any damage or additional cost incurred as a result of such suspension. In case the period of suspension exceeds two months, the Bidder shall have the right to terminate the Agreement.</p>	As per RFP
10	15	Scope of Work/ Point No 7	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). If there is any gap between OICL's requirement and OEM warranty then it will be the responsibility of Bidder to fill up the gap.	We understand that the warranty of Printer is 3 Months i.e. 90 Days from the Date of Installation/AT. Please clarify	As per RFP
11	21	Solicitation of Employees	Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.	Please allow bidders to provide Installation and Support Services directly by bidder/Authorized Vendor/Partner.	Please refer RFP Section 3.3

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**(Tender Ref No: OICL/HO/ITD/LJP/2016/01 Dated 22<sup>nd</sup> November 2016)**

12	21	4.7	<p>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.</p>	<p>Requesting OICL to add this clause as: Right of inspection shall not cover any financial information, cost breakup, books of accounts, Financial statements of the service provider</p>	As per RFP
13	23	4.16	<p>OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:</p> <p>a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or</p> <p>b) If the Bidder fails to perform any other obligation(s) under the contract</p> <p>In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated</p>	<p>Requesting OICL to change this clause as: As per standard terms and conditions, Termination shall be only in case of material breach by bidder or client after 30 days notice and cure period. Termination for convenience can be agreed if it's mutual right and defined notice of 90 days. Client shall pay termination fee equivalent to 90 days service charge. Client to pay for all services and products delivered till date of termination.</p> <p>In case of any termination customer shall make payment for any unrecovered value of service and product and any unamortized onetime costs. In case of Termination for other than bidder default, customer shall pay Exit Fee equivalent to 6 Month Charges. In case of any termination of contract, customer will pay for unrecovered value of all tools, hardware or software. No Refund. Reverse Transition and any continuing Service / Product will be agreed through CR. On the termination of this Agreement the customer shall not be entitled to any refund of such portion of the Maintenance Charge as have been paid in advance and relate to Maintenance Services which will not now be provided.</p>	As per RFP

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**(Tender Ref No: OICL/HO/ITD/LJP/2016/01 Dated 22<sup>nd</sup> November 2016)**

14	24	4.19	<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. 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: i. To have any portion completed and delivered at the contracted terms and prices; and/ or 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>Requesting OICL to change this clause as: As per standard terms and conditions, Termination shall be only in case of material breach by bidder or client after 30 days notice and cure period. Termination for convenience can be agreed if it's mutual right and defined notice of 90 days. Client shall pay termination fee equivalent to 90 days service charge. Client to pay for all services and products delivered till date of termination. In case of any termination customer shall make payment for any unrecovered value of service and product and any unamortized onetime costs. In case of Termination for other than bidder default, customer shall pay Exit Fee equivalent to 6 Month Charges. In case of any termination of contract, customer will pay for unrecovered value of all tools, hardware or software. No Refund. Reverse Transition and any continuing Service / Product will be agreed through CR. On the termination of this Agreement the customer shall not be entitled to any refund of such portion of the Maintenance Charge as have been paid in advance and relate to Maintenance Services which will not now be provided.</p>	As per RFP
15	25	4.24	<p>The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods &amp; services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.</p>	<p>Requesting OICL to change this clause as: Tax will be on actual.  Any change in incidence of taxes and new taxes payable due to a change in applicable taxation law (including, without limitation, introduction of Goods &amp; Services Tax (GST)) shall be billed by the Supplier, and paid by the Customer. Further, increase in cost due to any restriction or inadmissibility of credits under the new taxation law or rules (e.g. under GST) or due to change in statutory responsibility to pay tax shall be passed to the Purchaser from the date of such change.</p>	As per RFP
16	25	4.28	<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>Requesting OICL to change this clause as: Notwithstanding anything else contained in this Agreement bidder shall not be liable to the customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever. Bidders maximum liability shall not exceed 10% of total fee paid by the customer.</p>	As per RFP

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17		1.6 Eligibility Criteria	The Bidder should have a minimum turnover of Rs.100 crores per annum in any three of the following financial years (2012-13, 2013-14, 2014-15 and 2015-16)	The Bidder should have a minimum Cumulative turnover of Rs.75 crores in any three of the following financial years (2012-13, 2013-14, 2014-15 and 2015-16)	As per RFP
18	47	Technical Specifications	Duty Cycle- 15000 Pages	Changes Required- Kindly change the duty cycle to 20,000 pages. As there is consistent growth of documents in office environment almost 20% year on year. Basis that we will recommend you to use the product which is more ruggedized, powerful and comes with higher duty cycle so that it will cater to your future needs for atleast next 5 years and also help in minimizing the overall print cost.	As per RFP