

Response to Pre-Bid Queries

(Tender Ref No: OICL/HO/ITD/PC/2016/01 Dated 22nd November 2016)

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
1	47	Annexure 1: Technical Specifications, Memory	4 GB DDR 3 RAM expandable to 16GB; Two DIMM slots; Non-ECC dual-channel DDR3 SDRAM	4GB DDR4 Expandable up to 32GB (The industry has migrated to DDR4 6 month back and DDR3 is phasing Out. Even all Intel Chipsets Support DDR4 and Entry level Chipset is Expandable up to 32GB due to the Future Upgradability requirement. We Request to amend this to the Latest Technology.	As per RFP, Bidder may quote the latest available technology.
2	47	Annexure 1: Technical Specifications, Hard Disk Drive	500 GB HDD, 7200 RPM, NCQ	NCQ is Limited to a particular OEM Terminology, so it need to be Removed	It is clarified that - 500 GB HDD, 7200 RPM
3	47	Annexure 1: Technical Specifications, Slot	1 x PCIe16, 1xPCIex1	All Chipsets Support minimum 3 PCI-e Slots So Recommend to Amend this to 3 PCI-e and Above Traditional PCI is getting EOL and mostly Motherboard Manufac. moved to latest PCI-e Slots which support the all latest cards	As per RFP
4	47	Annexure 1: Technical Specifications, Security	Support for chassis padlocks and cable lock devices	The Desktop Should have Chassis intrusion Switch Security Feature, kindly add this to the existing specification	As per RFP
5		Clause no. 1.6 : Point no. 8	The Bidder should have supplied and installed at least 1000 Desktops to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	Kindly convey whether it should be a single PO for 1000 desktops or multiple POs from the same 01 customer in BFSI/PSU/Govt. sector during the last 05 years ?	Multiple PO's from one customer is also allowed.

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6	47	Annexure 1: Technical Specifications, OEM Eligibility	OEM of Desktop should be listed in magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014 or later.	OEM of Desktop should be listed in Leadership position of magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014 or later.	<p><u>Revised Clause:</u></p> <ol style="list-style-type: none"> OEM should have sold the offered Desktop Make in India for minimum of one Lac fifty thousand numbers in the last year i.e. 2015-16, out of which 500 desktops should have been sold in public sector BFSI organizations. (Purchase Order or Completion Certificate from client shall be submitted) OEM of Desktop should be Direct Named OEM Account of Microsoft, authorized for pre-loading of Windows OS. (A letter to this effect should be furnished from Microsoft.) OEM ISO 9001:2008, ISO : 14001 (Certificates to be submitted)
7	15	6/ Scope Of work	The Bidder shall ensure compatibility of the hardware and software that they supply with the hardware and software systems being used in the OICL.	As we are not aware what applications OICL is using then how come we confirm the compatibility. Yes the DT will be as per compliance.	As per RFP
8	16	3.2 /Amendment to Bid Document/H	Right to Alter Quantities	There should be any +/- should not be open.	As per RFP
9	18	3.10 Payment terms	70% on delivery, 20% on Installation and 10% after completion of warranty	Request you to release 30% on installation as we have already given the PBG of 10%.	As per RFP
10	22	4.13 Technological Advancements	b. should not have been announced End of Life /Sales.	Request you to change to should not End of sale at the time of supply.	As per RFP

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11	31	5.2 Bid Security	Bid Security in the form of Bank Guarantee (BG) / Bank Draft of Rs. 1,00,00,000/- (Rupees One Crore Only)	We request you to give Exemption to MSME/NSIC registered for payment of tender Fee & Security as per Govt. Guidelines and if not at all possible then it should be nearly 2% around 25L as 1cr is too high approx. 7-8% of the total Bid value.	Relaxation in Bid Security will be extended to eligible entities, as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission.
12	38	Buy Back	HCL Infinity M 6025	Request you to kindly provide complete configuration with working status.	All the PCs are in working condition.
13	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
14	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. We also request OICL to release payment site-wise.	As per RFP

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15	36	8	SLA penalty mentioned as Rs. 500 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
16	-	-		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
17	-	-		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.	Purchase orders & payment centrally from Head Office of OICL.
18	-	-		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
19	15	Scope of Work/ Point No 3	Configuration will include IP Setting, browser settings for Core Insurance Solution, migration of data from old desktops to new desktops, E-mail Client Configuration and configuration of add on devices such as printers, Scanners etc.	We request OICL to please clarify on the below points: 1. Migration of the Data will be based on the accessibility of the DATA from old Desktop. 2. Mail configuration like User ID and PW etc. has to be shared by User	1. Yes 2. Yes

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20	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 Desktop is 3 Months i.e. 90 Days from the Date of Installation/AT. Please clarify	Please refer Point No. 9 of RFP Section 2
21	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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22	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>	<p>As per RFP</p>

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
23	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.</p> <p>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

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
24	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:</p> <ul style="list-style-type: none"> 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>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.</p> <p>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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25	25	4.24	The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & 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.	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 & 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.	As per RFP
26	25	4.28	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.	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.	As per RFP

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27	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 & 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 & 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>	<p>As per RFP</p>

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28	-	-	Bidder's right to suspend performance of obligations in case of delay in payment clause.	<p>We request the department 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

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29	-	-	Road permit related information is not mentioned	OICL to provide road-permit whenever & wherever required.	The bidder has to make his own arrangement to fulfil all delivery formalities like – Road permit, entry tax etc. and should not involve OICL in these activities
30	14	1.6/ Eligibility criteria	The Bidder should have supplied and installed at least 1000 Desktops to one customer with in BFSI/ PSU/ Government sector in India in Multilocations during last 5 years.	Request you to consider documentation as: 1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work or 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client	As per RFP

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31	14	1.7 / Project Timelines	<p>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.</p> <p>1.7.2 The delay in implementation will attract Liquidated Damages as per terms & conditions.</p> <p>Note: 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>b) The Bidder is required to provide a detailed strategy to OICL; if the Bidder has a faster and more effective solution the same may be discussed and agreed by OICL.</p>	<p>Bidder requests OICL to provide all regulatory documents required to deliver the order. Any delays by customer in providing these documents leading to delay in delivery should not be considered as delayed delivery by Dell. Please clarify whether CST or VAT billing will be applicable.</p>	<p>Details will be provided to successful Bidder.</p>
32	18	3.1/ Payment Terms	<p>Delivery of equipments - 70% Successful implementation and integration - 20% Post Completion - 10%</p>	<p>Bidder recommend Standard payment terms of 100% of the invoice value within 30 days from the date of invoice.</p>	<p>As per RFP</p>

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33	17	3.8/ Installation and implementation	<p>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>Bidder requests clarification on the locations where predelivery inspection is planned and the duration for the same</p>	<p>OICL Head Office</p>

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34	23	4.16/ termination for default	<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>	Bidder recommends a period of 60 days instead of 30 days.	As per RFP

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35	24	4.19/ Termination for Convenience	<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:</p> <ul style="list-style-type: none"> 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. 	Bidder recommends a period of 60 days instead of 30 days	As per RFP

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36	26	4.31/ Hardware inspection	<p>Pre delivery / acceptance Inspection may carried out by the OICL through its staff / consultant at any of the OICL's site / location. The vendor shall keep ready the equipment for inspection and vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection.</p> <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.</p>	<p>Bidder requests your clarification on the following:</p> <ol style="list-style-type: none"> 1. There are 900+ OICL locations listed in the document. We will need to know the exact location and what infrastructure is available in that location to plan for PDI. 2. Need clarity on the scope for inspection(What tests will the staff/consultant's perform) 	<p>Please refer Point No. 2 of RFP Section 2, Scope of Work.</p>

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37	47	Annexure 1/Technical Specifications	<p>Ports</p> <p>Rear I/O (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</p> <p>Front I/O (2) USB 2.0 ports 3.5mm headphone output and microphone jack</p>	<p>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.</p>	<p>Yes, Bidder may quote the same type & same number of ports as asked in the RFP.</p>
38	26	4.32	<p>OICL may place the repeat order for a quantity upto 50% of the original order quantity within six months of placing the original PO.</p>	<p>We understand that all PO's will be released from HO of OICL. Kindly confirm.</p>	<p>Yes.</p>

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39	16	3.2 (h)	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 prices will be on mutual discussion and agreement with Vendor.	As per RFP
40	14	1.7	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 RFP

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41	15 26	2 (2) 4.31	<p>1) 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. The Bidder will create the image of the system and the same image is to be installed in all 5000 PC's. The same image will be provided in optical disk in each desktop for system restore purpose.</p> <p>2) Pre delivery / acceptance Inspection may carried out by the OICL through its staff / consultant at any of the OICL's site / location. The vendor shall keep ready the equipment for inspection and vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection.</p> <p>3) 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</p>	<p>Apart from Inspection/Testing of the two sample machines, will the customer conduct pre-delivery inspection of the other materials before shipment. Kindly confirm.</p>	No.

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42	14 52	1.7 10.5	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. 2) Annexure 5: Location of OICL Offices.	For locations where road permit is required, OICL will support with required documents/applications for vendor to arrange road permits. Kindly confirm.	The bidder has to make his own arrangement to fulfil all delivery formalities like – Road permit, entry tax etc. and should not involve OICL in these activities.

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43	17	3.8	<p>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>	Yes

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44	15	2 (9)	<p>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.</p> <p>Accordingly, the contract period and warranty period of 03 months starting from the date of acceptance, shall be determined and conveyed to the vendor.</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>	As per RFP
45	38	9.1	<p>Buy-back (HCL Infinity M 6025) - 3934 Units</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 Buybabck:</p> <ul style="list-style-type: none"> - 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>1. As per RFP</p> <p>2. Yes.</p>

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46	18	3.10	<p>1) The payment will be made as per the tentative milestones identified below as percentage of cost of the product:</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) 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 to include a payment period of 21 days from submission of invoice along with all supporting documents.</p> <p>2) 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>3) We understand that the bill submission and payment release will be from a single centralized location in OICL HO. Kindly confirm.</p>	<p>1. As per RFP</p> <p>2. The last 10% will be released at the time of completion of contract.</p>

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
47	20	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 /MS licensing terms. Kindly confirm.</p>	<p>Clause is self-explanatory.</p>

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
48	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 understand that the LD will be calculated @ 0.5% of the value of delayed equipment's, and not on total contract value. Kindly confirm.	Clause is self-explanatory. LD will be calculated @ 0.5% of the value of total contract value.

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
49	20	4.4	<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 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 favourable 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>	<p>We request the Bank to provide a prior notice period of thirty days before assigning the contract to a third party. Request your confirmation.</p>	<p>As per RFP</p>

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
50	47	Cache	Minimum 3 MB Cache	Since processor equivalence is required to be proved by benchmarks as captured in the bid, request you to remove the physical parameters like cache	Clause deleted.
51	47	Compliance and Certification	Energy star ver 6 or Epeat Registration	We request you to kindly amend the same to EPEAT registration to be changed to EPEAT india registration	It is clarified that - Energy star ver 6 or Epeat Registration or Epeat India
52	47	Technical Specification for Processor	Intel Pentium G4400 processor or Equivalent x86 latest generation Processor. (If the processor quoted is other than Intel Pentium G4400, the name of the processor to be specified and documentary proof as per SYSMARK 2014 or SPEC CPU 2006 or PassMark should be submitted to confirm that the proposed processor is rated either equal or higher than Intel Pentium G4400 processor)	<p>Our Request: Intel Pentium G4400 processor or AMD A4-8350 Processor or higher</p> <p>Remarks: -Please include AMD A4 which is the equivalent processor as mentioned above. - Consider a neutral 3rd party benchmarks which will allow fair and open competition, like Basemark CL from Rightware. - The benchmark stipulated in the specifications unduly favor's Intel Processor only. As AMD is not the member of Bapco Sysmark and PassMark. - Please find Annexure-A for complete explanation on stipulated benchmarks.</p>	<p>Intel Pentium G4400 Processor or Higher or AMD A6 7400 or Higher</p> <p>Note: Above processor specifications are not meant to indicate or certify technical equivalence.</p>

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought	OICL Response
53	47	Point 20, Annexure 1: Technical Specification	OEM of Desktop should be listed in magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014 or later.	We wish to bring to your kind notice that we are an OEM for our own brand of Desktop which is domestically manufactured under the "MAKE IN INDIA PMA POLICY" of DeITY, Govt of India. in magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014 or later standard followed by most MNC brands in India use this certification as a 'non-tariff' trade barrier to put local (domestic) OEM's at a disadvantage. As per DeITY, Government of India policies, every effort has to be made to encourage local OEM(s); corollary will be to avoid all such 'non-tariff' trade barriers that put local OEM(s) at a disadvantage. We request that this clause (brought into the tender may please be removed or alternately, relaxation given on the Domestically Manufacturer OEM(s) of desktop PC.	<ol style="list-style-type: none"> OEM should have sold the offered Desktop Make in India for minimum of one Lac fifty thousand numbers in the last year i.e. 2015-16, out of which 500 desktops should have been sold in public sector BFSI organizations. (Purchase Order or Completion Certificate from client shall be submitted) OEM of Desktop should be Direct Named OEM Account of Microsoft, authorized for pre-loading of Windows OS. (A letter to this effect should be furnished from Microsoft.)
54	32	5.2 Bid Security	Bid Security in the form of Bank Guarantee (BG) / Bank Draft of Rs. 1,00,00,000/- (Rupees One Crore Only) favouring 'The Oriental Insurance Company Ltd' valid for 180 days from the last date of submission of Commercial Bid should be submitted.	We are Domestic Manufacturer's under the Govt of India, PMA policy and registered with NSIC /MSME wherein we are exempted from submitting EMD. This is a part of the Govt of India initiative of encouraging MSME suppliers. Hence as per MSME Act/ NSIC Certification and policy, EMD waiver is requested. Bidder should be asked to submit valid NSIC/MSME certificate for claiming EMD Exemption.	Relaxation in Bid Security will be extended to eligible entities, as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission.
55	13	1.5 - Availability of Tender document	The RFP document will be available for sale at the above address on all working days from 22.11.2016 to 05.01.2017 on payment of non-refundable Tender Fee of Rs 5,000/- by crossed Demand Draft/ Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.	We are Domestically Manufacture under PMA policy and registered with NSIC /MSME wherein exempted from submitting tender document fee ,hence as per policy Tender fee waiver is request , bidder should submit valid NSIC/MSME certificate for the same.	Relaxation in Tender Fee will be extended to eligible entities, as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission.

Revised Annexure 1: Technical Specifications

S.N.	Feature	Minimum Requirement	Compliance (Yes/No)
1	Processor	Intel Pentium G4400 Processor or Higher or AMD A6 7400 or Higher (Note: Above processor specifications are not meant to indicate or certify technical equivalence.)	
2	Motherboard	OEM Motherboard	
3	Memory	4 GB DDR 3 RAM expandable to 16GB; Two DIMM slots; Non-ECC dual-channel DDR3 SDRAM	
4	Hard Disk Drive	500 GB HDD, 7200 RPM	
5	Optical Drive	Super Multi DVD Writer	
6	Graphics	Integrated Graphics	
7	Audio	High Definition Integrated Audio	
8	Slots	1 x PCIe16, 1xPCIex1	
9	Bays	(2) 3.5" Internal drive bays & (1) ODD bay	
10	Rear I/O	(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	
11	Front I/O	(2) USB 2.0 ports	
		3.5mm headphone output and microphone jack	
12	Keyboard/Mouse	104 keys keyboard of Same make as Desktop. (For Bi-Lingual purpose, vendor shall place the Stickers of Hindi Alphabets on keyboard.)	
		2 Button Scroll Mouse (Same make as Desktop)	
13	Diagnostic Tool	BIOS Diagnostics	
14	Security	SATA port disablement (via BIOS)	
		Serial, parallel, USB enable/disable (via BIOS)	
		Optional USB Port Disable at factory (user configurable via BIOS)	
		Removable media write/boot control	
		Power-On password (via BIOS)	
		Administrator password (via BIOS)	
		Setup password (via BIOS)	
	Support for chassis padlocks and cable lock devices		
15	Compliance and Certification	Energy star ver 6 or Epeat Registration or Epeat India;	
16	OS	Windows 10 Pro 64 Bit	
17	Monitor	18.5" (Monitor of the same brand as OEM)	
18	Cables & Connectors	Power cords for CPU and Monitor. Connecting cord for monitor and display adapter.	
19	OEM Eligibility	<ol style="list-style-type: none"> 1. OEM should have sold the offered Desktop Make in India for minimum of one Lac fifty thousand numbers in the last year i.e. 2015-16, out of which 500 desktops should have been sold in public sector BFSI organizations. (Purchase Order or Completion Certificate from client shall be submitted) 2. OEM of Desktop should be Direct Named OEM Account of Microsoft, authorized for pre-loading of Windows OS. (A letter to this effect should be furnished from Microsoft.) 3. OEM ISO 9001:2008, ISO : 14001 (Certificates to be submitted) 	

Additional Annexure

Annexure 6: Preferences to domestically manufactured electronic products

OICL reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification No. 33(3)/2013-IPHW dated 22.05.2014 and Guidelines issued there under. A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e. URL www.deity.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents.

The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:

- 1) The bidders who are sole selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of electronic products are eligible to bid on behalf of the domestic manufacturers under the policy.
- 2) Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as Form 1.
- 3) Percentage of domestic value addition which qualifies the electronic products i.e. Desktop to be classified as domestically manufactured shall be 30%.
- 4) The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.
- 5) Domestic manufacturers are required to indicate the domestic value addition in terms of BOM (bill of material) / commercial bid for the quoted product, in terms of aforesaid guidelines, in their bid in the format (FORM 2):
- 6) Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as Form 1 of the guidelines No.33(3)/2013-IPHW dated 22.05.2014. Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.

Revised RFP Section 6.3 Commercial Evaluation

Existing Clause	Revised Clause
<p>The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.</p> <p>OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest commercial bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>	<p>The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.</p> <p>Process for placing of orders:-</p> <p>The L1 price will be arrived at on the basis of total price as per Appendix 1.</p> <ol style="list-style-type: none"> I. If no domestic items are quoted by the bidders all orders will be given to L1. II. If L1 is a domestic bidder for all items (in terms of DietY guidelines as explained in Annexure 6), then the said bidder will be awarded full value of the Order. III. If L1 bidder have items which are non-domestic and any bidder other than L1 having items with domestic status (L2, L3, L4...) and bid value are within 20 % of L1 bidder (i.e. based on total price of all items) among the bidders who have domestic items, will be invited to match the individual item cost with their domestic item cost and the orders will be given for such item in 60 %:40 % ratio. <p>In case first eligible bidder of DMEP fails to match L1 bid, the bidder of DMEP with next lowest bid will be invited to match L1 bid and so on.</p> <ul style="list-style-type: none"> • The domestic bidder (L2,L3..) so declared, as per the above process, should match L1 price within 2 days of receipt of offer. • While matching the price of L1 bidder, the bidder will not increase item price if it is already lower than the respective item price of L1 bidder. • If no eligible domestic bidder matches the L1 bid, 100% of the order shall go to L1 bidder.