

Reply to Pre-Bid Queries for Tender Ref. No. OICL/HO/ITD/SERVER-AMC/2021/02 for Procurement of AMC for Web Portal Servers at DC & DR

S.No.	Page #	Point/ Section #	Existing Clause	Query Sought	OICL's Remarks
1	76	14.2 - Appendix 2 Bill of Materials	RHEL License	As per OEM Process we need Contract ID of RHEL to get quote from OEM	Contract Number: 12525596 Contract Number: 12005201
2	43	11.2 - Penalty on Availability Default	In case of non-availability of the systems due to part failure or total failure, the bidder will be given 12 hours to repair calculated from the time of login of the failure. In case of a delay beyond 12 hours, OICL shall impose penalty as mentioned below on slab basis for the Bengaluru and Mumbai Data Centres.	Since Penalty in OS Failure is also incorporated and it is not always possible to get server up within 12 hours in case of OS Failure only, as there are lot of dependencies during installation. Request to please relax penalty clause in OS installation to 48 hours.	No Change
3	43	11.2 - Penalty on Availability Default	In case of non-availability of the systems due to part failure or total failure, the bidder will be given 12 hours to repair calculated from the time of login of the failure. In case of a delay beyond 12 hours, OICL shall impose penalty as mentioned below on slab basis for the Bengaluru and Mumbai Data Centres.	As we all aware during this pandemic time government can restrict Movements like night curfews, lockdown, Containment Zones Etc. we request not to impose penalty during these restriction during support tenure.	No Change
4	-	General Query		We are Assuming OS Media and other medias required during support tenure are available with concern IT Team in OICL	yes, your understanding is correct
5	2	Least Cost Method based Evaluation (LCS)	Total Minimum Passing Technical Marks: 70	We want to know about marking system. How it will be calculated by buyer.	Please be guide by the Evaluation Methodology mentioned in the RFP
6	37	8.34 - Procurement through Local Suppliers (Make in India)	The minimum local content shall be 50%.	In service agreement, How minimum local content calculated by buyer	This clause will be applicable only if any material will be supplied by the bidder
7	40	10.1 - Eligibility Bid Documents	10. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the OEM	Please clear this point sir.	MAF from OEM is to be signed as per Annexure- 12 on page 59 of the RFP.
8	42	10.5 - Commercial Evaluation	In case first eligible bidder of DMEP fails to match L1 bid, the bidder of DMEP with lowest bid will be invited to match L1 bid and so on.	Want more clarification on commercial evaluation about L1, L2, L3	This is mentioned in the RFP that this clause will be applicable in case of any items quoted by the bidder not the services

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9	26	7.1.9 Payment terms	All the Amounts will be paid quarterly in arrears in Indian Rupees Only (INR) and in case of incomplete quarter, the payment will be made on pro-rata basis.	Kindly amend the Payment Terms as "Annually in Advance" to align with OEM's back-to-back Payment Terms	No Change
10	43	11.1 Availability	The Bidder should make sure there are not more than two instances of breakdown in a single month, exceeding which OICL will deduct penalty @ 1 % of the contract value computed quarterly.	This penalty clause is very stringent. Kindly amend as follows: The Bidder should make sure there are not more than two instances of breakdown in a single month, exceeding which OICL will deduct penalty @ 0.5 % of the contract value computed quarterly.	No Change
11	44	11.4 Penalty on Availability Default	In case of non-availability of the systems due to part failure or total failure, the bidder will be given 12 hours to repair calculated from the time of login of the failure. In case of a delay beyond 12 hours, OICL shall impose penalty as mentioned below on slab basis for the Bengaluru and Mumbai Data Centres. Delay <=12 hours No Penalty 12 hours < Delay < 24 hours - 0.5% of Total Contract Value 24 hours =< Delay < 30 hours 1% of Total Contract Value 30 hours =< Delay < 36 hours - 2% of Total Contract Value 36 hours =< Delay < 42 hours 3% of Total Contract Value 42 hours =< Delay < 48 hours - 4% of Total Contract Value 48 hours =< Delay < 54 hours 5% of Total Contract Value Delay >= 54 hours - 10% of Total Contract Value The penalty has been capped to maximum 10% of the contract value	The penalties in this clause are very high. We request OICL to kindly amend this Penalty Clause as follows: Delay <=12 hours No Penalty 12 hours < Delay < 24 hours - 0.25% of Total Contract Value 24 hours =< Delay < 30 hours 0.5% of Total Contract Value 30 hours =< Delay < 36 hours - 1% of Total Contract Value 36 hours =< Delay < 42 hours 1.5% of Total Contract Value 42 hours =< Delay < 48 hours - 2% of Total Contract Value 48 hours =< Delay < 54 hours 2.5% of Total Contract Value Delay >= 54 hours - 5% of Total Contract Value The penalty has been capped to maximum 5% of the contract value	No Change

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12	32	8.15 Liquidated Damages	If the Bidder fails to meet the Project Timelines as mentioned in the RFP 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.	Kindly relax the LD Clause as follows: If the Bidder fails to meet the Project Timelines as mentioned in the RFP OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.25% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the total contract price.	No Change
13	73	13.16 FORM 1:	Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper	The Scope of Work of this RFP is purely for Maintenance Services and there is no supply of any manufactured goods. Therefore, Form 1 (Self Certification regarding Domestic Value Addition in an Electronic Product) should not be applicable. We understand that this Self-Certification is not to be submitted by the bidder. Kindly confirm.	No Change
14	59	13.11 Annexure 11:	Undertaking of Authenticity for Appliance and Equipment Supplies	The Scope of Work of this RFP is purely for Maintenance Services and there is no supply of any manufactured goods. Therefore" Undertaking of Authenticity for Appliance and Equipment Supplies" should not be applicable. We understand that this Undertaking is not to be submitted by the bidder. Kindly confirm.	No Change
15	19	6. Scope of Work	Bidder should provide 24x7 premium support or highest level of support service available from the concerned OEMs	We request to clearly define services required.	No Change
16	19	6. Scope of Work	Bidder shall undertake to provide an onsite comprehensive AMC of equipment for a period of 1 year from the date of issuance of PO. During AMC, it will be mandatory on the part of the bidder to attend and resolve Breakdown calls (if any) as per the parameters / time-frame defined in the SLA section. Breakdown penalty (if any) will be charged as per the terms defined in SLA section.	We understand for items where AMC /support services already expired OICL shall cover till the date of start date of this contract with bidder. OICL shall pay the cost if any back date alignment to be done with OEM as per their renewal policy.	Bidder needs to factor all the cost for the AMC / Support of the equipment & Lic and to maintain the SLA of the RFP. All the dates are very clearly mentioned in the RFP

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17	19	6. Scope of Work	Bidder should conduct quarterly review of performance of equipment under AMC and assist OICL in capacity planning and replacing equipment, which are declared end-of-life / end-of-support by OEM.	<p>We understand that for all the HW Equipment declared end-of-life / end-of-support by OEM or reaching "End of Support" date during the Contract Period, the support shall be provided by the SI on best effort basis only and Penalties given in the RFP shall not apply. Also for EOS equipment, since IOS & Firmware updates will not be available from the OEM, bidder shall not be able to provide services for such updates.</p> <p>Also software / Licenses getting end of support during the contract shall not be supported by SI.</p> <p>Kindly confirm.</p>	No Change
18	18	5. Eligibility Criteria	Applicable to all eligibility criteria	<p>We request OICL to kindly include the following clause:</p> <p>In case of corporate restructuring, all the eligibility criteria can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or its 100% owned subsidiary company. In such a case, all the eligibility clauses, the term "bidder" shall mean "Bidder / Bidder's Parent Company / Bidder's Subsidiary Company". Supporting documents of the parent company's / fellow subsidiary company's credentials shall be acceptable for all the above eligibility criteria.</p>	No Change
19		Contract Period	GEM RFP: 1 year 3 Months OICL RFP : Year	Contract period as per GEM RFP is 1 Year and 3 Months. However, as per OICL RFP, we need to quote for 1 Year AMC Only. Kindly confirm the required duration for AMC.	Please refer Appendix 2 Bill of Material on Page 76 of the RFP which is self explanatory. Bidder shall undertake to provide an onsite comprehensive AMC of equipment for a period of 1 year from the date of issuance of PO
20	18	5. Eligibility Criteria	OEM Authorization (MAF)	Since all servers are of HPE Make only, MAF will be required only from HPE. Kindly confirm if our understanding is correct.	No Change

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21		General Query	GEM Portal	Since there is only one field on the GEM Portal for filling the commercial while in RFP Appendix 2:- Bill of material bifurcation was asked. How to submit the same	<p>Bidder need to note that the appendix-2 Bill of material with complete bifurcation of Price which is mentioned in GEM Portal(As a consolidate Price) needs to submit at OICL Office (address mentioned in RFP). This needs to be submitted with proper labelling, seal, sign and stamped.</p> <p>Bidder needs to not that the appendix needs to be submitted physically and the same date and time which is the RFP submission date and time.</p> <p>If any bidder fails to submit the same the bid will be rejected.</p> <p>Bidder needs to note that Amount (consolidated amount on GEM Portal) and the total of bifurcation mentioned in the Appendix 2 - Bill of material has to tally till 2 decimal places. If any discrepancy found that bid will be rejected,</p>
22	18	5. Eligibility Criteria	Bidder's annual turnover should be more than Rupees Two Crores (Rs. 2 Crores) in the previous three financial years viz. FY 2017-18, 2018-19 & 2019-20	<p>Our turnover is more than One Crore for last three years. But our company is M/S. Module Informatics Pvt Ltd is assign with MSME and Startup India organization.</p> <p>So as per latest norms given by Government of India, MSME company will be participate on this tender. Please request to reduce your turnover on One Crore, so we will be participate on this tender.</p>	Bidder's annual turnover should be more than Rupees One Crores (Rs. 1 Crores) in the previous three financial years viz. FY 2017-18, 2018-19 & 2019-20