

Response to Pre-Bid Queries
(Tender Ref No: OICL/HO/ITD/NWS/2016/01 Dated 22nd November 2016)

S.N.	Page No.	Point/Section	Existing Clause	Query Sought	Reply from OICL
1	47	Performance and Scalability	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 supporting 1000BASE-T) Uplinks	Clause is self explanatory
2	47	Performance and Scalability	The switch should support Forwarding bandwidth of minimum 12.8 Gbps	The switch should support Forwarding bandwidth of minimum 52 Gbps	As per RFP
3	47	Performance and Scalability	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 37 Mbps or more.	As per RFP
4	48	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 should be present in "Leaders"/Challengers /Visionary magic Quadrant for the Wired and Wireless LAN Access Infrastructure Published by Gartner in Year 2015.	As per RFP
5	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 value for each week (seven days) or part thereof of delay, up to maximum deduction of 5% of the total contract price.	As per RFP

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6	18	3.1	Payment terms mentioned as 70% on delivery, 20% on Successful implementation and integration of equipment & 10% 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
7	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
8	-	-	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
9	-	-	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.
10	-	-	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
11	-	-	Road permit related information is not mentioned	We request the department 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.
12	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	We request OICL to please clarify on the below point: Mail configuration like User ID and PW etc. has to be shared by User	Yes

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			on devices such as printers, Scanners etc.		
13	15	Scope of Work/ Point No 7	Bidder has to guarantee the hardware up/keep functioning at OICL Offices during warranty period. For calculation purpose of up time, OICL will consider business hours between 9 AM to 6 PM on 5-day basis, whole completed days to be counted i.e. fractions to be rounded down. The succeeding and preceding Saturday, Sunday of calls logged on Friday/closed on Monday respectively will be excluded. 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 days.	We understand the Warranty if of Switches is 3 Months i.e. 90 Days from the Date of Installation/AT. Please clarify	Please refer Point # 5 of RFP Section 2
14	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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15	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>
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16	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:</p> <p>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.</p> <p>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
17	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.</p>	<p>Requesting OICL to change this clause as:</p> <p>As per standard terms and conditions, Termination shall be only in case of material breach by bidder or client after</p>	As per RFP

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			<p>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>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>	
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18	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 & 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 & 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
19	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. Bidder's maximum liability shall not exceed 10% of total fee paid by the customer.</p>	As per RFP

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20	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>	As per RFP
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21	-	-	<p>Bidder's right to suspend performance of obligations in case of delay in payment clause.</p>	<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
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22	19	3.1	The payment will be made as per the tentative milestones identified below as percentage of cost of the product	We understand the payment terms are mentioned for total contract value and not only product as total price will also includes implementation and support price, please clarify on the same.	Yes, payment terms are mentioned for total contract value
23	47	1 / 10.1 Annexure 1: Technical Specifications	The switch should support 64-Byte Packet Forwarding Rate of 6.5 Mbps or more.	We understand Packet Forwarding Rate would be measured in Mpps and not Mbps. We see it as typo error, Please clarify.	Yes
24	47	1 / 10.1 Annexure 1: Technical Specifications	The switch should support a minimum of 24 nos. 10/100 Ethernet Interfaces and minimum of 2 (SFP and 1000BASE-T) Uplinks	For the uplink ports, we understand OICL is looking for minimum 2 Combo Ports which can work either on Fiber or Copper. Please confirm. Also please specify if any Fiber based ports are required? If yes, please specify the type and qty. of each type?	Please quote as per RFP Requirement
25	47	1 / 10.1 Annexure 1: Technical Specifications	General Query	We understand PoE (802.3af) or PoE+ (802.3at) functionality is not required? Pls. confirm.	Please quote as per RFP Requirement
26		NA	NA	All warranties for third party software and products shall be provided by the bid respondent on a pass-through basis and while the bid respondent shall make all reasonable efforts to facilitate the resolution of issues relating to such third party software/products, any error or defect therein, shall not lead to any penalties or other adverse implication on the bid respondent.	As per RFP

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27	16	3.2	Amendments to the bid document	Bidder requests that any variations be made post the bidder being given a chance to modify its response.	As per RFP
28	22	Clause 4.2	Confidentiality	Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (Confidential Information). Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years from date of initial disclosure. Each party shall comply with the applicable export and import laws and regulations.	As per RFP
29	17	Clause 3.4	Conditional bids	We request that Bidders may be allowed to provide their deviations to the RFP conditions which should be discussed and agreed upon prior to the execution of the definitive Service Agreement. If parties are unable to agree on the deviations, a Bidder may be declared as an unsuccessful bidder without any implications like EMD or performance security forfeiture.	As per RFP

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30	21	Clause 4.11	Sensitive information	Bidder requests that any such information be provided to us only post the same being called out and relevant process/documents being in place.	As per RFP
31	36	8	Service Level Agreement	As per RFP OICL is asking for 48 hrs resolution for Metro and Regional office.. Pls share the locations details of Regional offices.	As per RFP
32	14	page 14, 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	considering spread of equipments across India including remote locations, and site readiness requirements, 12 weeks for complete project delivery seems challenging timeline. We request the same to be revised to minimum 20 weeks	As per RFP
33	15	page 15, 5.	Successful Bidder shall submit all the duly signed Installation Note(s) at OICL Head office. Post completion of at least 90% Installation of Network Switches, OICL shall arrive at common acceptance dates for the entire lot of Network Switches delivered and installed at respective offices. Accordingly, the contract period and warranty period of 03 months starting from the date of acceptance, shall be determined and conveyed to the vendor.	Installation of 90% switches would take significant time owing to spread of the locations and site specific conditions. We request acceptance to start either site-wise, or lot-wise. OICL may define a suitable number of sites in a lot. Further, installation pending due to "site not ready" condition shall be deemed as installed in acceptance.	As per RFP

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34	23	page 23 4.14	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	The LD shall be applicable against the delay of value of equipment for the specific site where delay occurs, not on the total contract price. Kindly thus modify this clause accordingly as appropriate.	As per RFP
35		general, warranty	Warranty of 3 months	Standard warranty support ususally asked in other RFPs is 1 year, with additional AMC support. Kindly guide warranty envisaged in thie RFP is limited to 3 months only.	As per RFP
36	47	10.1 Annexure 1: Technical Specifications	The switch should support Forwarding bandwidth of minimum 12.8 Gbps	<p>The branch switch would work in remote locations and not always in ideal environments , so it is really important for them to have a dedicated fan and CPU, else a component faliure can bring an entire branch down , impacting all communications even within that branch.</p> <p>We therefore request the cluase to be amended as:</p> <p>The switch should support Forwarding bandwidth of 16 Gbps and must have a CPU and fan based architecture.</p>	As per RFP

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37	47	10.1 Annexure 1: Technical Specifications	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	<p>802.1x is a global security standard supported by all vendors that protects the bank from any unauthorised access and cyberthreats originating within the bank through branches. It automatically detects, authenticates and identifies any unauthorised connection and blocks the attacker at the switch port level itself.</p> <p>We therefore request the clause to be amended as: The switch should support RFC 768 - UDP,TFTP,BOOTP,IP Multicast,SNMPV2,RADIUS,IPV6Auto discovery and configuration, RFC 2597, RFC 2474, RFC 3046,RFC 3376 and RFC3580 for 802.1x</p>	As per RFP
38	48	10.1 Annexure 1: Technical Specifications	The switch should support TACACS+ and radius authentication, Port-based ACLs, Port security, Private vlans, for Layer 2 interfaces to allow application of security policies on individual switch ports.	<p>The RADIUS Change of Authorization feature is must to implement User access and guest policy control to dynamically allocate Vlans based on authorization levels to different class of users and guest users.</p> <p>We therefore request you to kindly amend the clause as: The switch should support TACACS+ and radius authentication, RADIUS Change of Authorization,Port-based ACLs, Port security, Private vlans, for Layer 2 interfaces to allow application of security policies on individual switch ports.</p>	As per RFP

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39	-	-	-	Kindly confirm, whether the warranty required will remain for only 3 months. No AMC mentioned?	As per RFP
40	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
41	47	4. Layer-2 Features	The switch should support IGMP Snooping and MVR (Multicast VLAN Registration)	IP multicast-Internet Group Management Protocol (IGMP) configuration per VLAN basis is equivalent feature to multimedia traffic control and supported by all OEM, Kindly suggest if IGMP can be proposed as equivalent feature. IGMP/MVR (Multicast VLAN Registration)	Understanding is correct.
42	47	Performance and Scalability	The switch should support 64-Byte Packet Forwarding Rate of 6.5 Mbps or more.	As per the mentioned port requirements 24x10/100BaseT and minimum 2 SFP and 2x1G BaseT Port, the minimum non-blocking performance of the switch shall be $(2.4+2+2) \times 1.488 = 9.5$ Mpps, Kindly suggest bidder need to consider minimum 9.5 Mpps Packet Forwarding Rate ensuring non-blocking and wire-speed switch performance. Requested Changes: The switch should support 64-Byte Packet Forwarding Rate of 9.5 Mpps or more.	As per RFP