

Response to Pre-Bid Queries

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

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| 1 | 16 | 5 | Bidder shall supply all necessary cables and power cords to make the Routers functional. | We are assuming patch chords and relevant passive material is available at client place and bidder has to provide the power cable along with supplied material only. Please clarify the same. | Clause is self-explanatory. |
| 2 | 16 | 6 | In case of any change of location during the order & implementation, bidder must supply, install & configure accordingly without any extra cost to OICL. | Please provide the change in location if any to different city other than mentioned in the Annexure-3 | In case of any change of location during the order & implementation, will be communicated to successful Bidder. |
| 3 | 16 | 7 | Bidder will ensure end to end security of data i.e. from office locations to Data Centers. | Please elaborate on the security feature required. | Please refer to the technical specifications. |
| 4 | 16 | 8 | 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 | Please provide the necessary documents like Road permit etc for material delivery as these are under client purview. | OICL will only provide assistance if required. |
| 5 | 19 | 4.1.10 | 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 ,please clarify on the same. | Payment Terms are for Product Value for amount with 1 year warranty. AMC amount shall be paid quarterly in arrears at the end of each quarter. |
| 6 | 51 | Router – Cisco 3925E (Interfaces & Ports) | The Router should support 4 onboard WAN or LAN 10/100/1000 ports The Router should support 74 Modular LAN switch ports | How many WAN, ethernet or ether POE or serial ports are we suppose to quote? Are we supposed to quote the default base configuration only? | Clause is self-explanatory |

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| 7 | | 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 |
| 8 | 17 | 4.1.2 | 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 |

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| 9 | 22 | Clause 5.12, | 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 |
| 10 | 17 | Clause 4.1.4, page 17 | 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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| 11 | 22 | 5.11 | 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 |
| 12 | 36 | 9 | Service Level Agreement | As per understanding 6 Hours Resolution for non Hardware related issues // 8x5xNBD for H/W related issues Uptime: 99.5% per device on annual basis.Please clarify Please share the Router Locations details along with the qyts for each location | North East and J&K : 48 Hours Rest of India: Next Business Day. One Router per location. |
| 13 | 23 | 5.14 | 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 |
| 14 | 19 | 4.1.10 | Payment terms mentioned as 70% on delivery and 30% on Successful implementation and integration of equipment | 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 | 9 | In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of 0.5 percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration (Total purchase order value) will be charged to vendor. | 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 | 18 | 4.1.6 Performance Security | Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Annexure-6, which shall be equal to 10 percent of the value of the contract - valid till date of expiry of five year Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI. | We request the department to allow bidders to submit Performance Security for warranty period only which is 1 year. | As per RFP |
| 17 | - | - | | 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. | If any installation site is not ready due to any reason attributable to OICL, payment will not be hold. |
| 18 | - | - | | 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. |
| 19 | - | - | 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 |

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| 20 | 16 | 3.1 | Supply, installation, implementation, configuration of Cisco Routers solution with OICL's existing WAN networked Office locations as per location details mentioned in Appendix-3 with 1 Year Warranty and 4 Years AMC along with back to back support from OEM. | AMC payment terms are not mentioned in RFP. We suggest that OICL to keep AMC payment terms as quarterly/half yearly/yearly in advance. | AMC amount shall be paid quarterly in arrears at the end of each quarter. |
| 21 | 52 | Table-A | As per commercial format total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 5 years which includes AMC for 4 years | We request the department not to include AMC as part of total cost of ownership & all bids are to be evaluated on prices inclusive of 1 year warranty. All bidders to quote AMC extra. | As per RFP |
| 22 | 16 | Detailed Scope of Work | Supply, installation, implementation, configuration of Cisco Routers solution with OICL's existing WAN networked Office locations as per location details mentioned in Appendix-3 with 1 Year Warranty and 4 Years AMC along with back to back support from OEM. | We understand that WAN network is available and in working condition. Any Installation delay due to problem is connecting network will be treated as Site Not Ready. Please confirm | As per RFP |
| 23 | 16 | Detailed Scope of Work \11. The Service and Support shall include: | Vendor should provide onsite preventive maintenance as per OICL requirements. | The Preventive Maintenance should be limited to physical health check up (without opening Box). Request OICL to give a clear schedule for this activity. | As per RFP |

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| 24 | 21 | 5.9 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. | We request OICL to allow bidders to provide Installation and Support Services directly by bidder/Authorized Vendor/Partner | Please refer RFP Section 4.1.3 |
| 25 | 36 | 9 Service Level Agreement | The Vendor shall ensure that faults and failures intimated by OICL as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day. | We request OICL to amend the SLA as follows: Metro/State Capital : Same Business Day B Class Cities : Next Business Day C Class Cities : 2 Business Day's NE and J&K and Hilly terrain : 5-6 Business Day's | North East and J&K : 48 Hours Rest of India: Next Business Day. |
| 26 | 36 | 9 Service Level Agreement | The Vendor shall ensure that the full configuration of the equipment is available to the OICL in proper working condition viz. uptime of 99.5 % of the time on a 24x7x365 basis. The uptime will be calculated per device. | We request OICL to amend the Up Time as follows Metro/State Capital : 99% B Class Cities : 98% C Class Cities : 97% NE and J&K and Hilly terrain : 95% | As per RFP |
| 27 | 36 | 9 Service Level Agreement | The Vendor shall ensure that the full configuration of the equipment is available to the OICL in proper working condition viz. uptime of 99.5 % of the time on a 24x7x365 basis. The uptime will be calculated per device. | We request OICL to amend the Service Window as per the OICL Operating HRS DC and DR Site : 24*7 DOs/Ros/BOs : 8 HRS , 5 Days a week | As per RFP |

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| 28 | 22 | 5.7 | <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.</p> <p>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.</p> <p>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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| 29 | 24 | 5.16 | <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 |

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| 30 | 24 | 5.19 | <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.</p> <p>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. 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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| 31 | 25 | 5.24 | 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 |
| 32 | 26 | 5.28 | 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. bidder's maximum liability shall not exceed 10% of total fee paid by the customer. | As per RFP |

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| 33 | 17 | 4.1.1.8 | <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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| 34 | - | - | 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 |

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| 35 | 16 | page 16, 5. | Bidder shall supply all necessary cables and power cords to make the Routers functional. | Necessary power cable would be supplied. We assume that existing WAN side cables would be utilized for WAN connectivity, and customer would provide LAN side cables as required. | Clause is self-explanatory |
| 36 | 23 | page 23 5.14 | Liquidated Damages- If the Bidder fails to meet the Project Timelines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price | 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 |
| 37 | 36 | page 36 ii. | The Vendor shall ensure that faults and failures intimated by OICL as above are set right within 6 (six) hours of being informed of the same | Considering the geographical spread of the locations including remote branches, 6 hours' resolution or even replacement with working condition router would be difficult to achieve. We request resolution time to be modified as - 24 hours for metro cities, 48 hours for non-metro cities and 72 hours for other remote locations | North East and J&K : 48 Hours Rest of India: Next Business Day. |

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| 38 | 36 | page 36 iv. | In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of 0.5 percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration (Total purchase order value) will be charged to vendor | 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 |
| 39 | | | | Kindly reduce the EMD amount | As per RFP |
| 40 | | | | Kindly clarify the payment terms for AMC | AMC amount shall be paid quarterly in arrears at the end of each quarter. |
| 41 | | | | last 3 years turn over –Rs 100 cr (we have for last 2 years only, 3r year is Rs78 cr.—Request if relaxation can be given) | As per RFP |
| 42 | | | | Should we have supplied 100 routers in BFSI/GOVT/PSU in last 5 years? We have supplied more than 100 Routers across almost all states and sub cities in India for one of our customer from insurance vertical-Max Newyork life insurance. But these are older than 5 years? Can we make use of those as reference? We request you to grant us the leverage | As per RFP |