



TENDER FOR REPLACEMENT OF NETWORK EQUIPMENT

Tender No : 92 - Clarifications to Queries & Amendments



UNITED INDIA INSURANCE CO. LTD
INFORMATION TECHNOLOGY DEPARTMENT
No. 24, Whites Road, Chennai - 600014



CLARIFICATIONS TO QUERIES RAISED

Query #	1
Page #	5
Clause #	2(a)
Existing Clause in Tender	Last date of Tender submission on or before 3 PM on 22nd June 2017
Modification/Suggestion Requested	Requesting to extend the submission date another 1 week that is 29th June 2017
UIIC - Response	Last Date of Submission extended to 29-06-2017 ; 3PM

Query #	2
Page #	7
Clause #	10. (a) Price
Existing Clause in Tender	The bidders should quote only the base price. All applicable taxes/Octroi will be paid as actuals
Modification/Suggestion Requested	Requesting to add GST Extra as applicable
UIIC - Response	All applicable taxes shall be paid. This includes GST as well subject to verification of the necessary slabs by UIIC's Accounts Department.

Query #	3
Page #	12
Clause #	25.e
Existing Clause in Tender	The bidder should have at least 50 numbers of certified engineers in Switching & Routing Technology of the OEM vendor.
Modification/Suggestion Requested	Requesting to change the clause, the bidder should have at least 25 numbers of Certified Engineers in Switching & routing Technologies of the OEM vender
UIIC - Response	Clause Modified: The bidder should have at least 25 numbers of certified engineers in Switching & Routing Technology of the OEM vendor.

Query #	4
Page #	12
Clause #	25.g
Existing Clause in Tender	The bidder should have supplied atleast 50 CISCO Routers or Switches to atleast 2 Data Centers or Disaster Recovery Sites in India during the previous two financial years viz. 2015-16 and 2016-17
Modification/Suggestion Requested	Requesting to change the clause, The bidder should supplied atleast 50 Cisco Routers or Switches to atleast 1 Data Centers or Disaster Recovery Site in India during the previous two financial year's viz. 2015-16 and 2016-17.
Remarks	Clause Modified: The bidder should have supplied atleast 50 CISCO routers or switches to atleast 1 Data Center or Disaster Recovery Site



	in India during the previous three Financial Years viz. 2014-15, 2015-16, 2016-17.
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Query #	5
Page #	12
Clause #	25.d
Existing Clause in Tender	The bidder should have the partnership with the OEM, CISCO for atleast 5 years
Modification/Suggestion Requested	The bidder should have the partnership with the OEM, CISCO (To remove the number of years)
UIIC - RESPONSE	The bidder should have the partnership with the OEM, CISCO for atleast 3 years

Query #	6
Page #	8
Clause #	Indemnity/Limitation of Liability
Existing Clause in Tender	Since neither party should be liable for consequential losses, an additional provision is requested to address the same.
Modification/Suggestion Requested	Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under a Contract for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the value of the relevant Purchase Order.
UIIC- Response	Clause Added: 14. i) Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under a Contract for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the value of the relevant Purchase Order.

Query #	7
Page #	8
Clause #	15 - Liquidated Damages
Existing Clause in Tender	The liquidated damages are not limited in clear terms.
Modification/Suggestion Requested	Kindly add in the beginning of the provision: 'Subject to the limitation of liability and to a maximum of 5% of the value of the applicable Purchase Order...'
UIIC- Response	Clause Added: 15. c) If vendor fails to perform services within stipulated time schedule, the UIIC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum upto 25% of contract price. Once the maximum



	is reached, UIIC may consider termination of Contract pursuant to the conditions of contract.
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Query #	8
Page #	8
Clause #	17 - Insolvency
Existing Clause in Tender	Company may terminate without compensation
Modification/Suggestion Requested	While termination without compensation is fine, it must not prejudice the dues payable by Company for the services already rendered by Bidder or for the products already supplied to Company. Kindly add the following sentence to this provision: “... Notwithstanding anything to the contrary, in the event of termination, the Company shall clear all dues payable to Bidder for services already rendered or products already supplied by Bidder.”
UIIC- Response	Clause Modified: The Company may terminate the contract by giving written notice to the vendor, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company. Notwithstanding anything to the contrary, in the event of termination, the Company shall clear all dues payable to Bidder for services already rendered or products already supplied by Bidder after deducting the applicable penalty.

Query #	9
Page #	13
Clause #	28. DELIVERY AND INSTALLATION
Existing Clause in Tender	In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified above, the vendor shall be liable to pay a penalty at a percentage on the order value
Modification/Suggestion Requested	We request to change: In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified above, the vendor shall be liable to pay a penalty at a percentage of the total value of the respective delayed goods.
UIIC- Response	Clause Modified: In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified above, the vendor shall be liable to pay a penalty at a percentage on the respective delayed goods.

Query #	10
Page #	13
Clause #	
Existing Clause in Tender	The installation / commissioning shall be completed within a period of two weeks from the date of delivery at the location specified
Modification/Suggestion Requested	Pls extend the installation timelines to 4 weeks



UIIC- Response	Clause Modified: The installation / commissioning shall be completed within a period of <i>three</i> weeks from the date of delivery at the location specified
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Query #	11
Page #	13 and 14
Clause #	
Existing Clause in Tender	In the event of delayed installation after two weeks from the date of delivery, the vendor shall be liable to pay a penalty at a percentage on the order value, subject to a maximum of 5%(five percent) as detailed below.
Modification/Suggestion Requested	Pls clarify, the penalty for delayed installation is of Product price or installation price
UIIC – Response	Clause Modified: In the event of delayed installation after three weeks from the date of delivery, the vendor shall be liable to pay a penalty at a percentage on the equipment value, subject to a maximum of 5%(five percent) as detailed below.

Query #	12
Page #	12
Clause #	Point No.27
Existing Clause in Tender	Cisco WS-C3850-48P-S Cisco-WS-C3850-24P-S Cisco 4431ISR
Modification/Suggestion Requested	1. Number of power supply required on each device. 2. Number and type of uplink (1G or 10G) required on the switch. 3. Number of HWIC modules required for router? The above 3 details required for the all two switches & one Router mentioned in the RFP.
UIIC – Response	1. Number of power supply required on each device - Two per Device 2. Number and type of uplink (1G or 10G) required on the switch - We need 10G uplink for the switches 3. Number of HWIC modules required for router? - Not required since the proposed router has 4 Gigabit Port by default



TENDER AMENDMENTS - CONSOLIDATED

The below mentioned clauses stands modified/added to the Tender Document (UIIC-HO-ITD-2017:92) released on 12-06-2017. Rest of the clauses remain un-modified.

2. THE TENDER OFFER

- a. The Tender Offer as indicated above addressed to Chief Manager, Information Technology department and shall be submitted at the **Information Technology Department, First Floor, UNITED INDIA INSURANCE Co. Ltd, Regd. & Head Office, No. 24 - Whites Road, Chennai - 600 014** on or before **3 PM on 29th June 2017**. If the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted by 11 AM on the next working day.

14. INDEMNIFICATION

- i. Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under a Contract for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the value of the relevant Purchase Order.

15. LIQUIDATED DAMAGES

- c. If vendor fails to perform services within stipulated time schedule, then UIIC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum upto 25% of contract price. Once the maximum is reached, UIIC may consider termination of Contract pursuant to the conditions of contract.

17. INSOLVENCY

The Company may terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will-not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company. Notwithstanding anything to the contrary, in the event of termination, the Company shall clear all dues payable to Bidder for services already rendered or products already supplied by Bidder after deducting the applicable penalty.



25. ELIGIBILITY CRITERIA FOR BIDDERS

<u>S#</u>	<u>Criteria</u>	<u>Documentary Proof Required</u>
d.	The bidder should have the partnership with the OEM, CISCO for atleast 3 years.	Copy Partnership Certificate / Consortium Agreement with CISCO.
e.	The bidder should have at least 25 numbers of certified engineers in Switching & Routing Technology of the OEM vendor.	Self-Declaration from respective HR Department listing the names of the engineers against their certifications.
g.	The bidder should have supplied atleast 50 CISCO Routers or Switches to atleast 1 Data Centers or Distaste Recovery Sites in India during the previous two financial years viz. 2015-16 and 2016-17	Purchase Orders copies from respective Clients.

28. DELIVERY AND INSTALLATION

- a. The respective quantities of the network equipment mentioned above shall be delivered at DC (Chennai), NR (Chennai), LC (Chennai) and DR (Hyderabad). The delivery shall be done within a period of **eight weeks** from the date of purchase order. The installation / commissioning shall be completed within a period of **three weeks** from the date of delivery at the location specified. In case the site is not ready for installation, the principle of deemed installation will apply for releasing the 15% payment on submission of SNR (Site Not Ready) declaration. In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified above, the vendor shall be liable to pay a penalty at a percentage on the respective delayed network equipment; subject to a maximum of 5% (five percent) as detailed below.
 - i. 1% for the first week;
 - ii. 2.5% for the second week;
 - iii. 5% for the third week and above;
- b. (For the purpose of this clause, part of the week is considered as a full week).
- c. After the delivery is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected at the supplier’s cost. In the event of delayed installation after two weeks from the date of delivery, the vendor shall be liable to pay a penalty at a percentage on the respective delayed network equipment, subject to a maximum of 5%(five percent) as detailed below.
 - i. 1% for the first week;
 - ii. 2.5% for the second week;
 - iii. 5% for the third week and above.

(For the purpose of this clause, part of the week is considered as a full week).
- d. The actual address for the delivery locations of DC, DR, NR and LC shall be shared only to the successful bidder.



Annexure 1 – Eligibility Criteria Form – for Bidders

<u>S#</u>	<u>Criteria</u>	<u>Documentary Proof Required</u>	<u>Yes/No</u>	<u>Remarks</u>
d.	The bidder should have the partnership with the OEM, CISCO for atleast 3 years.	Copy Partnership Certificate / Consortium Agreement with CISCO.		
e.	The bidder should have at least 25 numbers of certified engineers in Switching & Routing Technology of the OEM vendor.	Self-Declaration from respective HR Department listing the names of the engineers against their certifications.		
g.	The bidder should have supplied atleast 50 CISCO Routers or Switches to atleast 1 Data Centers or Distaste Recovery Sites in India during the previous two financial years viz. 2015-16 and 2016-17	Purchase Orders from respective Clients		