

No. 24, Whites Road, Chennai - 600014 CIN: U93090TN1938GOI000108 Date - 16.07.2018

### RFP - 111 DATED 06.07.2018 - PRE-BID QUERIES AND RESPONSE FROM UIIC

SL NO	BIDDER	BIDDER QUERIES		RESPONSE/CLARIFICATION FROM UIIC
1	HP	c. The Bidder should have an Average Annual Turnover of Rs. 150 Crores (Rupees One Hundred and Fifty Crores only) in the last three financial years (FY 2015-16, 2016-17 and 2017-18) and this not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).	, , , , , , , , , , , , , , , , , , , ,	As per RFP
2	НР	d. The bidder has registered positive net profit (after tax) in at least one year in the last three Financial Years (2015-18). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).	certificate from CA on positive net profit for 2017-18 . Please confirm	As per RFP
3	HP	d. Pre-delivery / acceptance inspection will be carried out by the Purchaser through its staff / consultant at Bidder's factory / warehouse or at any other purchaser's site / location depending on the exigencies of the Purchaser. The Bidder shall keep ready the equipment's for inspection if the inspection is carried out at purchaser's site, the Bidder should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the purchaser will have the discretion to recover the costs related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the requirements of the Purchaser.	b) Time taken by the UIIC in inspection should be excluded from delivery timeline. Please confirm.	upto 20% of the total order is considered for PDI.  No additional time will be given for PDI, it is the responsibility of the bidder to arrange additional resources to complete the PDI in shortest duration. Recommended to inform UIIC in advance on the PDI dates.
4	НР	UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 90 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 days from the date of notice.	We propose for the inclusion of the following lines to this clause: "In the event of termination, Customer shall pay Bidder for all products and services, delivered and rendered, up to the effective date of termination".	No change in terms. As per RFP



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5		a. Delivery, installation, and maintenance of hardware at UIIC-Head Office / Regional Offices/Operating offices as per the attached 'Delivery Location Annexure'. The 'Delivery Location Annexure' is the tentative delivery location and the exact delivery location details will be shared along with Purchase Order.  c. The vendor should install additional software if instructed by UIIC before it is dispatched. These software's would be provided by UIIC.	Please specify, if any additional software other than mentioned in Technical specifications given in RFP, to be loaded from factory	Open Office, Adobe reader, 7zip, Ultra VNC 64 bit, MS Silverlight, control panel setting for GC, IE 11 settings for GC, Firefox, and Chrome, Kyocera 2100 FS & HP Laser Jet 605 printer setup
6	НР	d. UIIC Logo should be embossed in BIOS.	We request you to share Customer LOGO /BIOS at the time of declaration of L1 and PO should be released after atleaset 10 days from the date of declaration of L1Pls confirm.	LOGO along with software would be shared once L1 is identified.
7	HP	e. The Installation engineer to install any additional software as instructed by UIIC at the time of installation in respective offices.	List of software to be installaed at the time of installation to be shared in advance	Installation engineer should install the PC, connect the machine to network, assign IP
8		c) The payments will be made only after the completion of installation/commissioning/deemed installation. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.	We propose that "payment should be released for all invoiced amounts within thirty (30) days of Bidder's invoice date". Pls confirm.	Yes. 30 days from the submission of all documents including all invoices and delivery challan in consolidated at Head Office- IT Department. No piece meal submissions. Inproper or missing details will lead to delays. System generated installation report also to be attached.
9	HP	The limitation of liability on any default of vendor will not be more than the purchase order value of products.	We request you to modify this clause as below "Total aggregate liability of the vendor & UIIC in connection with obligations undertaken as a part of this RFP regardless of the form, or nature of the action shall not exceed the total contract value. In no event, the Vendor or UIIC will be liable for any indirect, consequential, incidental loss or damage or loss of profits; loss of revenue."	No change in terms. As per RFP
10	НР	Security deposit to the tune of 10% of the total order value in the form of BG for a period of 3 years & 3 months from a nationalised/scheduled bank, along with the Agreement,	Please share Bank guarantee format for security deposit	Will be shared with L1 bidder
11	CMS IT	17. Warranty & On-Site Maintenance	"In case of relocation of Hardware, transportation and other incidental charges will be borne by the Company" - Here Company refers to UIIC?	Yes, UIIC



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12	CMS IT	26. Delivery & Installation	Request UIIC to extend the timelines for Installation/ Commissioning to a minimum of 4 weeks from the date of delivery at the delivery location?	No change in terms. As per RFP
13	CMS IT	26. Delivery & Installation	Does UIIC expect the delivery across Business Locations in scope to be done in a staggerred manner or is it expected to be done in parallel?	As per RFP
14	CMS IT	26. Delivery & Installation	If the Site is not ready at the time of delivery of the Desktop at that location and subsequently becomes ready after 2 weeks, will the Installation timeframe available be counted for 3 weeks from the site ready date?	Yes, 3 weeks from the date of site ready communication from UIIC
15	CMS IT	32. Scope of Work		Software to be installed in factory as detailed in point no.5 and same will be vetted during PDI
16	CMS IT	32. Scope of Work	If the installation of the additional software (if any) has to be performed at the local offices, how will UIIC provide the media for these software's? Will the media (CD/ DVD) be given at central location or will the same be available at each individual location?	As per RFP
17	CMS IT	32. Scope of Work	Request UIIC to provide a tentative list of additional software that would be required to be installed?	Detailed in point no.5
18	CMS IT	33. Payment Terms	Request UIIC to change the Payment terms as follows - "80% of the Payment will be done agianst delivery of Desktops across Offices and remaining 20% to be done post completion of installation/commissioning/ deemed installation".	No change in terms. As per RFP
19	CMS IT	33. Payment Terms	Post Installation/ Commissioning/ Deemed Installation and Original Bill submission along with Delivery Challan & Installation report at HO, how many days will UIIC take to make the payment?	30 days from the submission of all documents including all invoices and delivery challan in consolidated at Head Office- IT Department. No piece meal submissions. Inproper or missing details will lead to delays. System generated installation report also to be attached.
20	CMS IT	5. Warranty & Maintenance	In case of Hard disk failure, if the Bidder can degauss the Hard disk and ensure that there is no data on the Hard disk, can the same be taken back by the bidder after replacement?	No change in terms. As per RFP



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21	CMS IT	23. Indemnification	Indemnification due to Loss of Data shall not be applied for reasons not attributed to CMS IT (Ex: Customer not saving data, System crash resulting in loss of data etc.)	No change in terms. As per RFP
22	CMS IT	7. Fall Clause	"The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded" - Request UIIC to delete the clause as the proposed Desktop model will be a new one and there might be a price drop on the same over the contract period of 3 years.	standard integrity pact, no change
23	CMS IT	7. Limitation of Liability	Request UIIC to add the following point to the Limitation of Liability Cluase - "Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising."	No change in terms. As per RFP
24		Commercial bid should be submitted only online Mode. No Commercial bids submitted offline would be opened	Offline commercial submission is also Mandatory or not ? Pls clarity	commercial bid to be submitted online only
25	TEAM		Request you to change the EMD should have a validity of 135 days instead of 12 Months	EMD should be valid for 210 days
26	TEAM	Award contracts to one or more bidders for the item/s covered by this tender	Is there any Plan for split the order for L1/L2 if L2 is ready to match L1 Price. Pls clarify. Other banks and PSU's like LIC, Allahabad Bank and Uco Banks are determined for L1/L2 for large bids	No. As per RFP & Govt rules.



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27	TEAM	The Tender should be valid for acceptance for a period of at least 180 days from the last date of tender submission	Request to change the Validity of Tender period at least 90 days from the last date of tender submission date due to frequent dollar Exchange Variation	No change in terms. As per RFP
28		Micro and Small Enterprises registered with Ministry of Micro, small and medium Enterprises ( MSMEs) would be entitled for Exemption from furnishing tender fee and earnest Money deposit (EMD).	We are registed with MSME and Certificate attached for your reference. Kindly accept for exemption from Furnishing tender fee and Earnest Money Deposit.	As per RFP & Govt rules.
29		There shall be no escalation in the prices once the price are fixed and agreed to by the company and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the agreement signing should be passed on to the purchaser/company	Due to dollar fluctuation in between bid submission date and PO date If average exchange rate of USD with INR exceeds +/- 6% from the previous Base Rate, individual prices of the line items will be modified (increased or decreased) by the same percentage	No change in terms. As per RFP
30		The payment will be made only after the completion of installation/ commissioning/ deemed installation of the desktop computers. Any Delay in achievement of the milestones or deliverables will result in further delay of the payment	Eighty (80 )% of the Purchase order price of the delivered goods shall be paid with in 15 days on submission of invoice copy and proof of delivery duly counter signed by the UIIC HO/ Regional office / Operating office representative. Twenty (20)% of the purchase order price of goods received shall be paid upon installation/ Configuration of the hardware with in 15 days on submission of Installation Certificate duly counter signed by UIIC representative	No change in terms. As per RFP
31			The Bidder should have an Average Annual Turnover of Rs.75 Crores (Rupees Seventy Five Crores only) in the last three financial years (FY 2015-16, 2016-17and 2017-18) and this not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached)	No change in terms. As per RFP