RFP - 529 (000100/HO IT/RFP/529/2020-2021) DATED 23.02.2021 - PRE-BID QUERIES AND RESPONSE FROM UIIC

Following clarification is being issued to the above referred RFP. The bidders to note that this clarification shall form an integral part of the above referred RFP and resulting contracts, if any.

SL. NO	PAGE NO.	POINT/ SECTION	EXISTING CLAUSE	QUERY	UIIC RESPONSE
1	8	4.1 / FMS	In case the engineer goes on leave/absent, suitable replacements to be arranged immediately by the successful bidder to ensure that regular functioning of the offices does not hamper	Replacement resources can be arranged, however, unplanned leave or absence of engineers where turn around time is less, cannot be addressed with a replacement. This will be a challenge.	As per RFP
2	9	5.1/SLA	The table below specifies support/maintenance matrix along with mean time to respond (MTTR1) and mean time to resolve (MTTR2).	Maintenance of uptime of the hardware and OS will be a challenge. We will require clarity on the existing backend infrastructure including the hardware and OS used and any issue needs to be addressed with back to back support response and resolution from the OEM.	As per RFP
3	9	5.1/SLA	The table below specifies support/maintenance matrix along with mean time to respond (MTTR1) and mean time to resolve (MTTR2).	The MTTR1 - Mean time to response can be managed, as we are supplying onsite engineers. However MTTR 2 - mean time to resolve cannot be committed, as we are dependent on the OEMs for resolution. Request for Change in the clause	As per RFP
4			New	kindly try to share the exact products version and architecture deployed at the client site, which will help us with more clarity on the environment we are about to support.	Will be shared with the successful bidder.
5	9	5.2	1. Backend Infra at DC & DR (hardware/software/entire solution) - Penalty 1000/ per hour 2. Case logged to FMS from HO(For onsite support) - Penalty 200/- per day. 3. Case logged to FMS from RO/OO (For remote support) - Penalty 200/- Per Day	1. Backend Infra at DC & DR (hardware/software/entire solution) - Penalty 100/ per Day 2. Case logged to FMS from HO(For onsite support) - Penalty 100/- per day. 3. Case logged to FMS from RO/OO (For remote support) - Penalty 100/- Per day	As per RFP
6			New	Any customization or feature request, which is out of box will not be part of SOW.	As per RFP
7	6	2.4 ELIGIBILITY CRITERIA FOR BIDDERS	The bidder should have experience in managing Centralized Desktop Management solution in any two BFSI/PSU/Govt organizations with at least 5000 end points in the last three years from date of this RFP.	Kindly request you to modify the clause as " The bidder should have experience in managing Centralized Desktop Management solution with at least one reference in any BFSI/PSU in the last five years from date of this RFP.	As per RFP

8	9	5.2	PENALTY TABLE	e) The maximum penalty will be up to ~~10%~~ *5%* of quarterly FMS and Infrastructure service charges. f) In case maximum penalty is imposed for more than ~~two~~ *four* times in a year, UIIC may revise the SLA penalty cap to ~~20%~~ *10%* of quarterly FMS and Infrastructure services charges and could take actions including termination of the contract.	As per RFP
9	15	Clause 16	Indemnity The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.	Clause to be modified as uner: Indemnity The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against ~~all~~ actual and proven claims, losses, costs, damages, expenses, action suits and other proceedings, ~~(including reasonable attorney fees)~~, relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, ~~breach of any of the terms of this tender document or~~ breach of any representation or warranty by the Bidder, ~~use of the deliverables and or services provided by the Bidder,~~ Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.	As per RFP
10	16	Clause 17	LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY	UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ~~0.5%~~ *0.2%* of the contract price (Annexure 6, Grand total) for every week (seven days) or part thereof of delay, up to maximum deduction of ~~10%~~ *5%* of the contract price(Annexure 6, Grand total). ~~Once the maximum is reached, UIIC may consider termination of the contract.~~	As per RFP
11	17	Clause 21	DISPUTE RESOLUTION	Following para to be added: Sole arbitrator to be jointly appointed by both parties. The cost of arbitration shall be borne equally by both the parties.	As per RFP
12	19	Clause 27	PAYMENT TERMS	iii. Manpower/ FMS charges shall be paid quarterly in ~~arrears~~ *advance* .	As per RFP
13	NA	NA		**Clause non Solicitation to be added as under;** Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	As per RFP

14	NA	NA		Termination right to be added for Bidder/Vendor as under; Bidder/Vendor may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the first party.	As per RFP
15	NA	NA		**Following clause to be added in payment terms:** In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation.	As per RFP