

Pre-Bid Queries and Respective Clarifications

Sl No	Page No & Clause Details	Heading	Existing Clause	Queries/Recommendations	OPTCL's Clarifications
HCL Infosystems LTD					
01	Page -19, Warranty	Warranty	Warranty 40 months or 36 months from installation	Request to start warranty period from date of invoicing or delivery	Warranty shall remain valid for 36 months after all goods delivered, inspected, commissioned and accepted at the final destination as indicated in the contract or 40 months from the date of all goods delivered and verified, whichever is earlier.
02	Page-20, Clause-iii(e)	Warranty	Software support is defined especially as helpdesk, update/enhancement, upgrade, technical guidance on usage of features and functionality, problem solving and troubleshooting. Rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, future product information, migration path details and consultancy.	Request to modify clause as software support should cover minor revisions and updates only	As per tender
03	Page-21, Clause vi	Warranty(Preventive Maintenance)	The System Integrator shall provide quarterly preventive maintenance to all the equipments of the project during the warranty period.	Request to reduce PM once in 6 months/year.	<u>Considered and amended as follows:</u> The System Integrator shall provide Half-yearly preventive maintenance to

			In case of the firm fails to conduct the quarterly preventive maintenance of any equipment / component of the project during the warranty period, a penalty of 10% of the AMC amount of equipment for the quarter for the 1 st year of AMC period mentioned in the tender by the firm shall be levied. The penalty amount shall be deducted from the Composite Bank Guarantee of the firm.		all the equipments of the project during the warranty/AMC period. In case of the firm fails to conduct the Half-yearly preventive maintenance of any equipment/component of the project during the warranty/AMC period, the firm will be penalised with 110% of the proportionate AMC cost for that location for that period. The residual penalty due on firm if any will be levied from the BG submitted by the firm. In case of the cumulative penalty charges for not doing preventive maintenance or not restoring services in case of a breakdown exceeds 50% of the AMC contract value in a year, OPTCL reserves the rights to terminate the contract and encash the BG submitted by the firm.
04	Page -74 Schedule-8, Sl no -10	General Compliance Schedule	minimum of 1 year onsite management of Network components.	Request for details	<u>Amended as:</u> minimum of 6 year onsite management of Network components.(3 years warranty + 3 Year AMC)
05	Page -22, Terms	Terms of Payment	90% payment with 100 %	Request to change passive	As per tender

	of Payment Passive Component		taxes for passive components as per actual delivered/installed shall be made unit wise against delivery, physical verification at site & joint measurement at respective OPTCL field units	component payment term to 90% on delivery	
06	Page -11, EMD BG, Clause -10	Instruction to bidders	The tender shall be accompanied by Earnest Money Deposit of value Specified under clause 6 in Section-I.	Requested for BG Format	BG Format (EMD) enclosed
07	Page-11, Clause - 10(i)(b)	Instruction to bidders	Bank Guarantee from any Nationalised Bank as per enclosed proforma.	Request to modify the clause as Nationalised/Scheduled Bank	Request considered and the clause amended as: “Bank Guarantee from any Nationalised Bank/Scheduled Bank as per enclosed proforma.”
08	Page-22, Clause - 23	Terms of Payment		Request to add clause on Site not ready case.	All sites of OPTCL are ready.
M/S Wipro LTD					
09	Page -15 Clause - 4	PATENT RIGHTS ETC	Any dispute arising in respect of copy right act for the equipment supplied or software configured by the vendor and used by the purchaser shall be the responsibility of the vendor and the purchaser in no way shall be held responsible in any form or court of law in this regard.	Request addition as underlined: Any dispute arising in respect of copy right act for the equipment supplied or software configured by the vendor and used by the purchaser shall be the responsibility of the vendor and the purchaser in no way shall be held responsible in any form or court of law in this regard	As per tender

				unless such dispute is attributed to any act or omission of the Purchaser.	
10	Page-18, Clause-16	Contracts Default Liability	<p>The purchaser may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder.a) If in the judgement of the purchaser, the contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor.b) If in the judgement of the purchaser, the contractor fails to supply with any of the other provisions of this contract.</p> <p>In the event purchaser terminates the contract in whole or in parts as provided in Clause-1 Section-I, the purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate, equipment similar to that of terminated and the contractor will be liable to the purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in Clause-25 Section –III until such reasonable time as may be required for the final supply of equipment.</p>	<p>Request that the clause be replaced with the following:Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party’s reasonable satisfaction within thirty (30) days.</p> <p>Request deletion as marked, addition as underlined: In the event purchaser terminates the contract in whole or in parts as provided in Clause-1 Section-I, the purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate, equipment similar to that of terminated and the contractor will be liable to the purchaser for any additional costs for such similar equipment <i>subject to a maximum of 105% of the price quoted by the contractor for the undelivered goods/services not performed</i> and/or for penalty for delay as defined in Clause-25 Section –III until such reasonable time as may be required for the final supply of equipment. <i>In the event of termination, the contractor shall be paid for the: 1. Goods delivered 2. Services rendered 3. Work in</i></p>	As per tender

				<i>progress 4. Unpaid AMCs 5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</i>	
11	Page-18, Clause-16	Contracts Default Liability	In the event the purchaser does not terminate the contract as provided in Clause – 16 (i) above, Contractor shall continue the performance of the contract, in which case he shall be liable to the purchaser for penalty for delay as set out in Clause- 25 Section –III until the equipment is accepted. Execution of the contract under such circumstances shall however be on express written willingness of both the parties.	Request deletion of this clause.	As per tender
12	Page-19, Clause-17(ii)	Rejection of material	Terminate the contract for balance work/supplies, with enforcement of penalty as per contract	Request addition as below: In the event of termination, the Bidder shall be paid for the:1. Goods delivered2. Services rendered3. Work in progress4. Unpaid AMCs5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	As per tender
13	Page-21, Clause-v	Warranty	In case, the downtime of a unit exceeds 24 hours and the fault is not rectified or faulty equipment not replaced within stipulated period, a penalty of Rs.300/- per	Request deletion as marked, addition as underlined: In case, the downtime of a unit exceeds 24 hours and the fault is not rectified or faulty equipment not replaced	As per tender

			day per faulty non central unit and Rs.1000/- per day per faulty central unit will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar.24 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty	within stipulated period, a penalty of Rs.300/- per day per faulty non central unit and Rs.1000/- per day per faulty central unit <u>subject to a maximum of 5% of the AMC charges</u> will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar.24 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty	
14	Page-22 Clause - 23(iii)	Terms of payment	Balance 10% payment on product shall be made after successful commissioning, & testing & certificate of acceptance of the turn key project against 10% BG of equivalent amount subject to submission of the following documents	Request deletion as marked, addition as underlined: Balance 10% payment on product shall be made after successful commissioning, & testing & certificate of acceptance of the turn-key project <u>product</u> against 10% BG of equivalent amount subject to submission of the following documents	As per tender
15	Page-27, Clause-iv	Post Warranty Maintenance	The firm has to conduct quarterly preventive maintenance of each equipment/component of the project. In case of the firm fails to conduct the quarterly preventive maintenance of any equipment /component of the project, a penalty of 10% of the AMC charges of the equipment for the quarter shall bededucted from the AMC charges.	Request deletion as marked, addition as underlined: The firm has to conduct quarterly preventive maintenance of each equipment/component of the project. In case of the firm fails to conduct the quarterly preventive maintenance of any equipment /component of the project, a penalty of 10% <u>5%</u> of the AMC charges of the equipment for the quarter shall bededucted from the AMC charges.	As per tender

16	Page-27	PAYMENT DUE FROM THE CONTRACTOR	All costs and damages, for which the contractor is liable to the purchaser, will be deducted by the purchaser from any money due to the contractor under the contract or through the composite Bank Guarantee submitted by him.	Request deletion of this clause, and limit the liability to penalties.	As per tender
17		Limitation of Liability		Requesting addition of the below clause: Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the contractor for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be at actual and limited to the twenty five percent of value of the contract.	As per tender
18		Transfer of risk and title		Requesting addition of the below clause: Bidder assumes that the title	As per tender

				of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.	
19		Deemed Acceptance		Requesting addition of the below clause: Services and/or deliverables shall be deemed to be fully and finally accepted by Purchaser in the event when Purchaser has not submitted its acceptance or rejection response in writing to the Contractor within 15 days from the date of installation/commissioning or when Purchaser uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Purchaser.	As per tender
20		Site Not Ready		Requesting addition of the below clause: Contractor assumes that the sites shall be kept ready for installations well before deliveries. However, in case the installation gets delayed beyond 15 days of delivery, due to sites not ready or any other reason attributable to the Purchaser, the equipment shall be deemed to have been installed and commissioned for the purpose of payment, warranty, waiver of penalty or any other related clause.	As per tender
21		Pass through Warranties		Requesting addition of the below clause: Since Bidder is acting as a reseller of third products, Bidder shall "pass-through" any and all warranties and indemnities received	As per tender

				from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	
Queries Related to Technical Spec					
01			LIU for fiber optic	12 port/24 port LIU - Request to specify in the BOQ	Please refer to Page-40 specification for fibre components.
02			GLC fiber module	Is this the SFP's?	Please refer to technical corrigendum-ii
03			Laying of CAT6 cable with conceilling of PVC pipe along with back box	All PVC length, contractor needs to do the conceiling. Wherever the conceiling needs to be done, is the infrastructure ready or is the site under construction?	All Sites of OPTCL are existing offices and are ready.
04			Laying of fiber optic with digging of soil refilling of soil and laying of conduit	What type of soil is it - Soft soil, hard soil, hard rock soil? What is the depth we have to maintain while digging? Is this cabling inside the compound or outside? Under whose jurisdiction does this fall? We understand the permission required for executing the fiber optic cable laying will be taken care by OPTCL. Request to specify the Manhole or hand hole quantity in the boq.	Soil type is of assortment type. 2 feet of depth is required while digging. All cabling will be done largely inside OPTCL premises. In case of any cabling to be done outside OPTCL premise, the contractor needs to obtain necessary permission. OPTCL will send necessary communication in this regard to local authorities.
05			HDPE conduit	What is the diameter of	HDPE Conduit Pipe (ISI mark)

				conduit?Request to specify other accessories coupler quantity.How many nos. of HDPE conduit are to be layed?	roll should be provided for OFC laying. The HDPE Pipe should be as per standards and strong enough to withstand stress after burying under soil, surface laying etc. • Outer Diameter: 32 mm, Inner Diameter: 26 mm.
06			Supplying, laying, under grounding of copper of size 3 mm wire from earth pit of 1 Met X 1 Met X 3 Met to the extended from top of earth pit up to the earth bar installed near by the Network Rack.	What is the distance from earth pit to the Network rack? This is required or calculating the 3mm wire quantity.	The average distance of earth pit from the network rack is of 5 meters.

NB: All sites where the networking to be done are OPTCL's existing offices. The sites are ready from all aspects. The interested bidders are requested to visit the sites at their convenience during the office hour. The list of sites is as given below:

SI No	Site Name	No of LAN Points	Fiber Extention Y/N
1	Chandaka Training center	29	Y
2	Chandaka Hostel	40	Y
3	Hospital & Tel Store	10	Y
4	Balasure LSD	2	Y
5	Jayanagar LSD	2	Y
6	Jeypore	2	Y
7	Kesinga LSD	2	Y
8	Bhanjanagar E&MR SD	2	Y
9	Bolangir E&MR SD	2	Y
10	Balasure E&MR SD	2	Y
11	Jajpur Road E&MR SD	2	Y
12	Choudwar TC SD	2	Y
13	Balasure TC SD	2	Y
14	BBSR TC Store SD	2	Y
15	Jajpur Road TC SD	2	Y

SI No	Site Name	No of LAN Points	Fiber Extention Y/N
23	BBSR Const SDO - I	2	Y
24	Duburi Const SDO	2	Y
25	Rayagada Const SDO	2	Y
26	Mancheswar Store SD	2	Y
27	Choudwar Store SD	2	Y
28	Kalyani Complex	30	N
29	Finance Bldg	100	N
30	CP office	65	N
31	Tech Bldg	20	N
32	Bhanjanagar L SD	2	N
33	Budhipadar LSD	2	N
34	Mendhashal LSD	2	N
35	JODA LSD	2	N
36	Theruvalli LSD	2	N
37	Chainpal	2	N

SI No	Site Name	No of LAN Points	Fiber Extention Y/N
45	Chainpal E&MR SD	2	N
46	Raygada E&MR SD	2	N
47	Jaynagar E&MR SD	2	N
48	Kesinga E&MR SD	2	N
49	BBSR TC HQRS SD	2	N
50	Mancheswar SCADA SD	2	N
51	SLDC DAS SD	2	N
52	Bhanjanagar TC SD	2	N
53	Jeypore TC SD	2	N
54	Meramundali TC SD	2	N
55	Kamakhyanagar Const SDO	2	N
56	Jharsuguda Const SD	2	N
57	Rourkela Const SDO	2	N
58	Bolangir Const SDO	2	N
59	BBSR Const SDO - II	2	N

16	Rourkela TC SD	2	Y
17	Joda TC SD	2	Y
18	Jharsuguda TC SD	2	Y
19	Bolangir TC SD	2	Y
20	Berhampur TC SD	2	Y
21	Rayagada TC SD	2	Y
22	Chainpal TC SD	2	Y

38	Rengali LSD	2	N
39	Berhampur E&MR SD	2	N
40	Burla E&MR SD	2	N
41	Rourkela E&MR SD	2	N
42	Joda E&MR SD	2	N
43	BBSR E&MR SD	2	N
44	Choudwar E&MR SD	2	N

60	Paradeep Const SDO	2	N
61	Cuttack Const SDO	2	N
62	Berhampur Const SDO	2	N
63	Balasore Const SDO	2	N
64	Jeypore Const SDO	2	N
65	Anugul Const SDO	2	N
66	Banarpal Store SD	2	N

this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We the (indicate the name of Bank) further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Bid or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Contractor (s) or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor (s) or by any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Tenderer.
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We (the Bank.....) further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the state of Odisha.

Dated the Date of

Witness:-

- 1.
- 2.

For
(indicate the name of Bank)

NOTE FOR TENDERERS : The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per Odisha Stamp Duty Act. from any Nationalized/Schedule Bank.