



Purpose of RfP	दर अनुबंधके तहत एंटरप्राइस लैपटॉपस की खरीद हेतु – प्रस्ताव का अनुरोध Request for Proposal for Procurement of Enterprise Laptops Under Rate Contract
Tender No. and Date	500/2022/1652/CBO/ITV dated August 17, 2021
Pre-bid Meeting Date	August 23, 2021, 1130 hours / अगस्त 23, 2021, 1100 hours
Clarification Issue Date	August 25, 2021 / अगस्त 25, 2021
Last date for submission of bids.	September 07, 2021, 1700 hours / सितंबर 07, 2021, 1700 hours

Pre-Bid Clarifications

S. N.	Page No.	Section No. of RfP	Clause as per RfP	Bidder Query	Bank's Response
1	5	1 (7)	Earnest Money Deposit – Rs.8.30 lakh	Request to Amend the Clause with Bid Security Declaration instead of EMD as per the Office Memorandum No. F.9/4/2020-PPD Government of India Ministry of Finance Department of Expenditure Procurement Policy Division dated the 12 th November 2020 no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents till 31st Dec 2021	No Change
2	9	4.1.2	The Bidder should strictly quote for the Brand / Model complying with technical specifications given in Annexure –III. The laptops quoted by the bidder should not be end of life or end of support or end of sale from OEM for a period of 5 years from date of acceptance.	In today's scenario technology leaps faster and hence we request to remove end of sale term from the clause. However, support would definitely cover for 5 years	The revised clause is to be read as: The Bidder should strictly quote for the Brand / Model complying with technical specifications given in Annexure –III. The laptops quoted by the bidder should not be end of life or end of support from OEM for a period of 5 years from the date of acceptance.
3	11	4.6(6)	In the current tender only Class-I or Class-II local suppliers are eligible to bid.	Can non-local suppliers also participate in the tender.	No Change
4	12	4.7	Restriction on Procurement due to National Security	Can this clause be waived.	No Change
5	15	4.13.1	The bids must be received by the Bank at the specified address not later than the date & time specified in "Critical Information" section	Would recommend enabling online submission of documents	No Change
6	21	5.1.7	The shortlisted bidder should at factory / warehouse level: 1 Install the operating system along with latest patches. 2 Enable the Bank logo on machine Startup (BIOS logo).	1 Laptops will come with Pre-loaded OS 2 Can this be done at factory level. If SIDBI provides the logo.	1 Agreed 2 Yes, logo will be provided to the shortlisted bidder

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7	21	5.1.8	<p>The shortlisted bidder(s) shall be shared, the configuration settings like partitioning details, hostname, IP address, standard software application and utilities etc., for installation and/or dump.</p> <p>The partitioning and copying of standard software applications and utilities should be carried out by the bidder at factory / warehouse level, prior to despatch to respective locations of the Bank.</p> <p>Authorisation letter for copying the software would be provided by the Bank to the shortlisted bidder. Further, activation (excluding Operating system) will be carried out by the Bank</p>	<p>The same needs to be performed at Factory level or Warehouse Level. In case at Factory level, will SIDBI provide the entire media</p>	<p>Yes, media containing standard software / utilities will be provided by the Bank. The same must be dumped / copied by the bidder in all the laptops at its factory / warehouse before despatch. Installation of such software would be taken care by the Bank at the respective location.</p>
8	21 & 22	5.1.9	<p>The standard software which needs to be loaded at the factory / bidder warehouse would include but not limited to: Adobe Reader 11, 7Zip-19, Google Chrome, Citrix Receiver 4.6, Dopdf-7, Java-8, Tight VNC-2.8, MSOffice 365, Hindi Unicode, Internet explorer, antivirus, Network Access Control (NAC) client, Endpoint Encryption, Asset and Patch management agents, service manager etc.</p> <p>The licensed/authorised version of software would be provided by the Bank to the shortlisted bidder/s and activation of software would be taken care by the Bank</p>	<p>The same needs to be performed at Factory level or Warehouse Level. In case at Factory level, will SIDBI provide the entire media.</p> <p>Can be installed by SIDBI IT support engineer, they may be doing it regularly</p>	<p>Yes, media containing standard software / utilities will be provided by the Bank. The same must be dumped / copied by the bidder in all the laptops at its factory / warehouse before despatch.</p> <p>Installation of such software would be taken care by the Bank.</p>
9	22	5.1.10	<p>The bidder shall install / configure the following at respective location/s:</p> <ol style="list-style-type: none"> 1 Configure LAN & IP Address 2 Joining the laptop to Domain (AD) 3 Create recovery point at the time of installation to enable faster recovery without the requirement of reconfiguration. 	<p>Since it's a pre-loaded OS.</p> <ol style="list-style-type: none"> 2 Joining to domain requires credentials will bank provide that? 3 Need to discuss point no.3 	<ol style="list-style-type: none"> 1. No Change. 2. The Bank will provide the credentials such as IP address, domain details etc., to the shortlisted bidder at respective location for configuration and integration of the laptop with the Bank's network. 3. In case of O/s preloaded in BIOS, creation of recovery point separately is not required.
10	22	5.2.1	<p>The warranty should be onsite comprehensive with back-to-back support from the OEM for a period of 36 months from date of acceptance of the hardware. The warranty of laptops is inclusive of battery.</p>	<p>36 months OEM B2B</p>	<p>The warranty would be onsite, comprehensive, back-to-back with OEM for a period of 3 years from the date of acceptance.</p>

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11	22	5.2.2	The Bank at its discretion may enter onsite comprehensive AMC at the contracted rate with the shortlisted bidder after the expiry of respective warranty periods.	4th & 5th year rate to be decided when?	Please refer to the Commercial Bid Section 10.4 (2) [Table -2: Annual Maintenance Contract].
12				Will there be a separate RFP for AMC at the end of the Warranty Period?	No, refer section 8.7 of the RfP.
13	22	5.2.3	The AMC should be onsite comprehensive with back-to-back support from OEM for a period of 2 years from the date of expiry of warranty. The Bank will enter into AMC annually.	What is the commitment of AMC at 4th & 5th Year, OEM or Partner ?	It is from both OEM and partner.
14	23	5.3.6	The bidder should provide comprehensive on-site support without any additional cost to the Bank, during the entire period of the contract (warranty & AMC)	Will the bank pay for transportation	The bidder must factor all the costs and quote accordingly. The Bank will not pay any additional cost.
15	23	5.3.8	<p>During the term of the contract, the bidder/OEM will maintain the hardware/ software in perfect working order and condition and for this purpose will provide the following repairs and maintenance services on 24x7x365 basis, without any additional cost to the Bank:</p> <ol style="list-style-type: none"> Free maintenance services during the period of contract. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services. The Bidders maintenance personnel shall, be given access to the equipment, when necessary, for purpose of performing the repair and maintenance services indicated in this agreement. Rectification in case of corruption in operating system software, which is being supplied by the bidder. The bidders scope includes installation / reinstallation / deinstallation of the Operating System (procured by the Bank and part of equipment delivery) in the hardware supplied by the bidder. Repair / Replacement of unserviceable parts with brand new parts or those equivalent to new parts in performance. For this purpose, the Bidder shall keep sufficient stock of spares at the premises of the Bidder in respective locations. 	Please clarify on warranty required.	<p>The revised clause is to be read as:</p> <p>During the term of the contract, the bidder/OEM will maintain the hardware/ software in perfect working order and condition and for this purpose will provide the following repairs and maintenance services on 8x5 basis, without any additional cost to the Bank:</p> <ol style="list-style-type: none"> Free maintenance services will be extended during the period of contract. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services. The Bidder's maintenance personnel shall be given access to the equipment, whenever necessary, for purpose of performing the repair and maintenance services indicated in this agreement. Rectification will be carried out in case of corruption in operating system software, which is being supplied by the bidder. The bidder's scope includes installation / reinstallation / deinstallation of the Operating System (procured by the Bank and part of equipment delivery) in the hardware supplied by the bidder.

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					3 Repair / Replacement of unserviceable parts will be carried out with brand new parts or those equivalent to new parts in terms of performance. For this purpose, the Bidder shall keep sufficient stock of spares at the premises of the Bidder in the respective locations.
16	24	5.6.1	The Bank may, during the tenure of the contract reserves the right to shift the equipment to other locations within the country based on its operational requirements. The bidder will be intimated prior to shifting. All expenses towards shifting i.e., transportation, transit insurance etc. will be borne by the Bank.	Warranty shall remain if there are no physical damages to the machine	Agreed
17	24	5.6.2	The warranty/AMC terms would not be considered as violated if shifting of equipment takes place. Further, the vendor & OEM is required to update their database and provide warranty/AMC, service and support for the shifted equipment at the new location. No additional cost whatsoever would be paid by the Bank		
18	24	5.7	The bidder should assign one coordinator at their office who would act single point of contact to the bank during the contract period for coordination with the bank's locations for delivery, installation, acceptance, payments etc.	What will the Timings of the same	The timings would be from 10am to 6pm.
19	27	6.2.4	Service Window – the service window would be 10 am to 6 pm (business days)	Please clarify on warranty required.	No Change.
20			The response time and Mean Time To Restore (MTTR) should be as under:	Need to extend the limits	The revised clause is to be read as:
21	27	6.2.7	<ol style="list-style-type: none"> 1 For the calls logged upto 12PM - Should be attended and resolved by Same Business Day (SBD) 2 For the calls logged after 12PM - Should be attended and resolved by Next Business Day (NBD) 3 In case of North East Locations - Additional 2 Business Days would be allowed for resolution. 	<p>For calls where part replacement is involved which generally take more time, hence would request to amend the clause as –</p> <p>The response time and Mean Time To Restore (MTTR) should be as under:</p> <ol style="list-style-type: none"> 1 For the calls logged upto 12PM Should be attended NBD and resolved within 2-3 Business Day. 2 For the calls logged after 12PM Should be attended NBD and resolved within 2-3 Business Day. 	<p>The response time and Mean Time To Restore (MTTR) should be as under:</p> <ol style="list-style-type: none"> 1. For the calls logged during the day, the bidder should attend and resolve the same by Next Business Day (NBD). 2. In case of North-East (NE) Locations, additional 2 Business Days would be allowed for resolution. <p>However, in case of requirement of replacement of spare parts, calls logged should be resolved within 5 business days for NE</p>

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					locations and 3 business days for other locations, excluding the day of reporting/call logging
22	28	6.3.2	Once a contract price is arrived, the same must remain firm throughout <u>the period of contract</u> and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty structure, changes in costs related to the materials and labour or other components or for any other reason	As of today, the rates are highly volatile due to short supply of semiconductors which is impacting on the prices and logistics. How do we buffer such a scenario in a rate contract	The bidder must factor all the costs and quote accordingly. The Bank will not pay any additional cost.
23	28	6.4.1 (1)	Performance Bank Guarantee -1 (PBG-1) : The shortlisted bidder within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Letter of Intent / contract document shall furnish a bank guarantee (for delivery, implementation & performance) for a period of 48 months with a claim period of three months from the date of expiry of guarantee for an amount equal to 5% of the total contract value.	Request to Amend as below: Performance Bank guarantee for a period of 48 months with a claim period of three months from the date of expiry of guarantee for an amount equal to 3% of the total contract value.	No Change.
24	28	6.4.1	The shortlisted bidder has to submit the following Bank guarantee. 1 Performance Bank Guarantee -1 (PBG-1) : The shortlisted bidder within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Letter of Intent / contract document shall furnish a bank guarantee (for delivery, implementation & performance) for a period of 48 months with a claim period of three months from the date of expiry of guarantee for an amount equal to 5% of the total contract value. 2 Performance Bank Guarantee-2 (PBG-2) : For each purchase order placed by the Bank during the rate contract period, the bidder should submit additional PBG equivalent to 5% of the order value, valid for a period of 36 months with additional three months towards invocation period, from the date of acceptance of the equipment. 3 Performance Bank Guarantee – 3 (PBG-3) : On placing order for AMC in respective years	PBG 1, PBG 2, PBG 3... to be submitted with every PO ? Or once only on the total order value of Bank	1 PBG-1: To be submitted by the bidder within 15 days from the date of acceptance of Lol / Contract document as per the clause 6.4.1 (1). 2 PBG-2: To be submitted against every purchase order as per clause 6.4.1(2) 3 PBG-3: To be submitted during AMC as per clause 6.4.1(3)

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			with the shortlisted bidder, the bidder should submit PBG for 10% of the order value valid for a period of 12 months with additional six months towards invocation period. 4 The Performance Bank Guarantee submitted by the bidder should be as format given in Annexure -XV.		
25	30	6.6.1(1)	The Bidder should deliver the goods within twelve weeks from the date of Purchase Order	The Bidder should deliver the goods within fourteen weeks from the date of Purchase Order	Revised clause is to be read as: The Bidder should deliver the goods within sixteen weeks from the date of Purchase Order
26				Looking at the current scenario where there is drastic supply chain imbalance delivery lead time has gone very high. The appreciate your consideration however we recommend considering 20 weeks delivery lead time.	
27	31	6.6.2(1)	The Bidder shall install the goods and configure within two weeks from the date of delivery of the equipment at respective location	The Bidder shall install the goods and configure within four weeks from the date of delivery of the equipment at respective location.	The revised clause is to be read as: The Bidder shall install the goods and configure within three weeks from the date of delivery of the equipment at respective location
28	32	6.8.2.(1)	If the vendor fails to deliver the equipment within twelve weeks from the date of PO, LD of 0.5% of the cost of the equipment (plus GST) for every week's delay or part thereof, subject to maximum of 5% of the order value of the equipment will be imposed by the Bank	If the vendor fails to deliver the equipment within fourteen weeks from the date of PO, LD of 0.5% of the cost of the equipment (plus GST) for every week's delay or part thereof, subject to maximum of 3% of the Invoice value of the equipment will be imposed by the Bank.	The revised clause is to be read as: If the vendor fails to deliver the equipment within sixteen weeks from the date of PO, LD of 0.5% of the cost of the equipment (plus GST) for every week's delay or part thereof, subject to maximum of 5% of the order value of the equipment will be imposed by the Bank
29	32	6.8.3.(1)	If the vendor fails to install the items within two weeks from date of delivery, the Bank will impose a LD of 0.5% of the equipment value (plus GST) for the late installed item for each week's delay or part thereof, subject to a maximum of 5% of the order value of the equipment would be imposed by the Bank.	If the vendor fails to install the items within four weeks from date of delivery, the Bank will impose a LD of 0.5% of the equipment value (plus GST) for the late installed item for each week's delay or part thereof, subject to a maximum of 3% of the Invoice value of the equipment would be imposed by the Bank.	The revised clause is to be read as: If the vendor fails to install the items within three weeks from the date of delivery, the Bank will impose a LD of 0.5% of the equipment value (plus GST) for the late installed item for each week's delay or part thereof, subject to a maximum of 5% of the order value of the equipment.
30				Should give at least four weeks, since it's happening on National levels, today we are still in Pandemic situation.	
31	38	7.10	Forfeiture of performance security - The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its	If Performance Bank Guarantee is present, please waive off Performance Security.	Performance Bank Guarantee and Performance security are same.

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			obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.		
32	48	8.5.7	The Bank reserves the right for negotiation with the L1 bidder(s).	Nil	No Change
33	50	9.1.1(3)	The bidder should have minimum average annual turnover of INR 40 crore over the three (3) previous Financial years i.e., 2017-18, 2018-19 and 2019-2020.	Will combined turnover of group companies be accepted?	The turnover of the bidder will only be considered.
34	51	9.1.1(6)	The bidder should have supplied and installed at least 1 order of 500 laptops in a single order / single Rate contract in any Central Government / PSU / Banking / Insurance company / Public listed Company in India, during the period 01.04.2018 to 31.07.2021.	Amendment Required: Option – 1: The bidder should have supplied and installed at least order of 500 laptops in a single order / single Rate contract OR Multiple orders in any Central Government / PSU / Banking / Insurance company / Public listed Company in India, during the period 01.04.2018 to 31.07.2021. OR Option – 2: The bidder should have supplied and installed at least 1 order of 400 laptops in a single order / single Rate contract in any Central Government / PSU / Banking / Insurance company / Public listed Company in India, during the period 01.04.2018 to 31.07.2021	The revised clause is to be read as: The bidder should have supplied and installed at least 1 order of 400 laptops in a single order / single Rate contract in any Central Government / PSU / Banking / Insurance company / Public listed Company in India, during the period 01.04.2018 to 31.07.2021.
35	NA	NA	Additional Clause by Bidder	Expand the capacity of the equipment during the contract period by installing application software and/or upgradation of RAM, Hard disk capacity etc., based on its operational requirements. The upgradation may be carried out with help from the Bidder ONLY, provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the bidder's cost of performing repair and maintenance service. In this any activity performed via other vendor than.? This would be on chargeable basis., what if such activity is performed via some other /local vendor? Warranty may get void.	Not applicable
36	64	12.1.1	Weight - Upto 1.7 Kg (inclusive of batteries)	With Current technology laptops are light weight. We recommend amending the specification as upto 1.5 Kg	No Change

Note

- a) The pre-bid clarifications will form an integral part of the tender document.
- b) All other terms and conditions are as per RfP.
- c) No further queries will be entertained.
