

Response to Queries for RFP reference IT\_Infra\_20191010

Sr.	Document	# Page	RFP Clause	Query	SBI Life Response
1	RFP Document	9	100 % post successful installation of the condenser coils as per method statement in Annexure 1.	1.Payment terms- 20% advance, 60% on delivery of material at site, 20% against commissioning.	Payment 80% of Material on Delivery and 20% on project completion. Rest payment on project completion.
2	RFP Document	10	Point 14	We can't issue PBG for small values. We request a waiver for the PBG. Also cash retention can't be kept.	PBG is required .
4	RFP	4	Point 1	We seek submission date extension by 4 days. Up to 25 <sup>th</sup> October. Due to Election on 21 <sup>st</sup> in state of Maharashtra. And for detailed study of site activities and bid.	Accepted the Bids can be submitted by 25th October 2019.
5				Liquidation damages amount will be capped to 5% of the PO value.	Not Accepted.
6				Notwithstanding anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the amounts actually received by the Seller under this Contract.	Accepted
7				For BOQ Sr. Nos- 3-8 there no Qty provided. Should we add the Qty & Rate while quoting for the same? Since various line items will have different HSN Codes we shall need a PO with HSN code wise break up which will be different than the BOQ format shared in the RFP.	The Quantity and Rate columns are provided. If required you can change the commercial format. But the contract will be awarded to the bidder whose total project cost will be the Lowest.
8				If the Buyer fails to comply with the provisions of this Contract, the Seller may, after giving not less than 14 days' notice to the Buyer, suspend work or reduce the rate of work. If the Buyer subsequently cures the failure as specified in the notice, the Seller shall resume normal working as soon as is reasonably practicable. If the Seller suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub -Clause, the Seller shall give notice to the Buyer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed and payment of any such Cost, which shall be included in the Contract Price. If the suspension under this Sub-Clause continues for a continues period of 60 days then the Seller may, upon giving 14 days' notice to the Buyer, terminate the Contract. Upon such termination, Seller shall be entitled to payment of amounts for the works already carried out and all other incidental costs reasonably incurred including costs of material already ordered or under production, cost of demobilizing and liabilities due to vendors and sub-contractors of the Seller.	Accepted