Sl No	Page No	Section Name | No	Existing Clause	Bidder's Query	OICL's response
1	Page No. 18	1.6 Eligibility Criteria Point No. 8	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission	The bidder must be CMMI level 3 above Certified Company and the certificate should be valid as on date of bid submission	Please be guided by the RFP condition
2	16	1.4 Schedule of Events	Selection of Vendor for selection of Vendor for Supply, Installation, Implementation, development and Maintenance of Web Portal and Mobile app	Please provide Total and Concurrent users which will be using Portal i.e Customers, Agents, Brokers, Dealers, TPA, Surveyor, Advocate, pensioner and Employees	Please refer RFP section 3.1.18 Sizing, Auto Scaling, Performance and Projections
3	16	1.4 Schedule of Events	Selection of Vendor for selection of Vendor for Supply, Installation, Implementation, development and Maintenance of Web Portal and Mobile app	Please provide the total and concurrent number of both internal and external users separately who will be using proposed Mobile Application	Please refer RFP section 3.1.18 , page # 62
4		General	Customer Base	Please provide Total Customer base for Oriental Insurance	Please refer RFP section 3.1.18 , page # 62
5	61	3.1.18 Sizing, Auto Scaling, Performance and Projections		Please provide the total and concurrent number of OICL internal users using workflow and portal	Total number of Users: 930896 and Concurrent Users : 1400 (External) and 100(Internal)
6	18	1.6.1 Bidder Eligibility Criteria	The Bidder must have the experience to have developed the Website/Portal in any one BFSI/ Government/ PSU in India catering to at least 30 lakhs transactions per year. One transaction here refers to All successful DML statement (other than login, maintenance activity, tickets) will be considered as one transaction. The credential letter has to be based on understanding of this definition of transaction.	Request OICL to modify the clause as " The Bidder / OEM must have the experience to have developed the Website/Portal in any one BFSI/ Government/ PSU in India catering to at least 30 lakhs transactions per year.One transaction here refers to All successful DML statement (other than login, maintenance activity, tickets) will be considered as one transaction. The credential letter has to be based on understanding of this definition of transaction." Reason - OEM is the product provider and owns the product implmentation and support	Please be guided by the RFP condition
7	54	3.1.10 Transactional Communication	The bidder has to provide cloud native facility of generating the following against the relevant transactional triggers as per the projection	Please provide total monthly volume of customer communications	Atleast one email and one SMS is generated per policy which is created . The approximate figures for SMS and E-Mail can be derived from the fact that more than 12 Lakh policies were generated through portal last FY. The actual figures are subject to change going ahead depending on the traffic and the final SRS. It is important to note that the Bidder has to include the cost of 10 lakh sms,email and Whatsapp messages in the commercial bid, however this is only for the purpose to arrive at the unit ocst of each sms, email & whatsapp. The payment for SMS, email and whatsapp will be made on actual numbers of such notifications being successfully delivered
8	40		Bidder needs to note that OICL is not looking for any COTS/ LOW Code/ No Code platform on which bidder will perform any customization for implementing the portal/ mobile app. OICL is looking for a full fledge bespoke development.	Request OICL to remove this clause as Low Code BPM based platform are quite scalable and robust to cater to OICL requirement. The proposed Low Code solution is running in major Govt and Private insurance providers. The solution being proposed has readily available modules which will suffice Oriental Insurance's requirement	Please be guided by the RFP condition
9	42		Data Model, data migration and synchronization mechanism design	Please provide the volume and type of data to be migrated into the proposed solution	The existing portal is hosted in Mysql DB version 5.6.25 . The database size is around 1 TB consisting of both structured data and content.
10	18	1.6.1	The Bidder should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than three (03) years as on bid submission date.	Suggested Modified Clause - The Bidder or its affiliates/acquired business should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than three (03) years as on bid submission date.	Since in case of an aquisition there is difference in ownership between a subsidiary and affiliate hence please be guided by RFP

11	18	1.6.1	The Bidder should have had a minimum turnover of INR 200 crore in each of the last three financial years (2019-2020, 2020-2021 and 2021-22).	Suggested Modified Clause - The Bidder or its affiliates/acquired business (standalone/ consolidated) should have had a minimum turnover of INR 200 crore in each of the last three financial years(2019-2020, 2020-2021 and 2021-22). Supporting Documents : For one of the acquisition , we have carved out reports . Will those be acceptable ?	Since in case of an aquisition there is difference in ownership between a subsidiary and affiliate hence please be guided by RFP
12	18	1.6.1	The Bidder should have a positive Net-Worth in each of the last three financial years (2019-2020, 2020-2021 and 2021-22)	Suggested Modified Clause - The Bidder or its affiliates/acquired business (standalone/ consolidated) should have a positive Net-Worth in each of the last three financial years (2019-2020, 2020-2021 and 2021-22).	Since in case of an aquisition there is difference in ownership between a subsidiary and affiliate hence please be guided by RFP
13	166	5.4.1.1	The Bidder must have developed the Portal and Mobile app in any one BFSI/Government in India. The Portal and Mobile app must be live and running as on the date of submission of this RFP and must be catering of atleast 30 lakhs transactions per year.	Suggested Modified Clause - The Bidder or its affiliates/acquired business(standalone/ consolidated) must have developed the Portal/any portal component (Like API) / Mobile app in any one BFSI/Government . The any portal component (Like API) / Mobile app must be live and running as on the date of submission of this RFP and must be catering of at least 10 lakhs transactions per year.	Since in case of an aquisition there is difference in ownership between a subsidiary and affiliate hence please be guided by RFP
14	19	1.6.1	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission	Suggested Modified Clause - The bidder or its affiliates must be CMMI level 3 Certified Company and the certificate should be valid as on date of bid submission	Please be guided by the RFP condition
15	31	2.5.6	The bidder shall ensure seamless integration of the new portal and mobile app Solution with other existing/future Devices,	Solution can cater to current technology and devices , future devices technology cannot be predicted and catered . What is the exact expectation here can it be explained with example ?	The expected integration touchpoints are mentioned in the RFP as per clause 3.1.13 , any future scope will be a change request
16	59	3.1.16 (Point 2)	Bidder needs to establish a both way data transfer mechanism between new data store for changed data with older database (related to partner portal-GC and Vice versa) for migration/ synchronization, the necessary cost for the required connectivity has to be taken into account by the bidder for the period of migration.	What is the database(Sql Server/Oracle) of current Portal i.e. Portal GC Is this database on Prem or on Cloud ? Are there any documents apart from data. Will these documents be uploaded in Oriental Insurance existing DMS System. For Documents, how is the indexed information stored. How many tables are there approx. ? Is Master data currently configured separately in Portal or used from Core System. Where are the underwriting rules defined	Current portal DB is hosted on premise MySql . There are documents apart from data also which are stored locally as well as pushed to OICL DMS also.Currently portal uses Alfresco CMS. Master data is maintained at portal also however validated at runtime from core.
17	60	3.1.16 (Point 16)	Data Migration for Portal and app is an intensive operation including migration of transaction related data, user credential data including customer identifier, key user contact information, token mapping, user rights/ privileges and access control, channel limits, favorites etc.	User password cannot be migrated , User details can be migrated , cab we reset the password for current users. Is this acceptable ?	Password migration can be achieved using custom scripts that sync password hashes or encrypted passwords securely between two systems
18	68	3.1.20 (Encryption Point 7)	Object signing and encryption of attachments (documents) should be compliant to published DeitY standards.	Is this section referring to digital signature and can you elaborate what exactly do you mean by Object signing?	Object signing here refers to applying digital signature to software object, file or document.
19	77	3.1.30	Every such OEM component/ service/ product/ framework/ MSP pre-existing product or work must be wrapped in a vendor neutral API so that at any time the OEM product can be replaced without affecting rest of the system. In addition, there must be at least 2 independent OEM products available using same standard/ API before it can be used to ensure system is not locked in to single vendor implementation	Adding a wrapper API , will Impact performance and the genericness cannot be extensive it will limited to extent of scope at that point in time . Any change in vendor software will need some change in the integration layer . If you can explain the requirement with more examples , it will add clarity	The expectation is clearly defined to reflect that vendor lock -in is not there. The architecture and design is upto the bidder to decide but the application performance has to be within the SLA mentioned.
20	57	3.1.13	It is the responsibility of the Bidder to provide any third-party utilities, connectors, or scripts for such integration without any additional cost to OICL.	The Cost can consider known integration at the current point of time . Any new or change in integrations will have to be assessed and billed separately.	Any new change not mentioned in the RFP will be a change request

21	52	3.1.7(Point 45)	The Portal application shall provide reusable process workflows to help in the backend processing of policies. It must have the capability to configure rules with respect to any workflow process	Is the solution is expected to provide a workflow component over core application for backend Operations. What all processes are to be considered. Which rules are referred here? Are they underwriting rules , Validation rules, STP rules please elaborate on this requirement . As remining points of these section speak about content management workflow, but here it refers to backend processing of files	The solution is expected to provide a workflow component over proposed web desktop and mobile application only.
22	42	3.1.2	Presentation layer to be on JavaScript based front end frameworks (React based only) and the user interface to be responsive and to be based on Single Page Application architecture	We understand your requirement to build a bespoke portal. However, can we use our low code/no code platform (React based UI) to build the same since it will help expedite development. We are fine to get into an Escrow if there is any concern with respect to source code ownership.	Please be guided by the RFP , no low code / low code platform is to be used .
23	72	3.1.22	The CSP should offer native service that allows connected devices to easily and securely interact with the cloud services/ applications and other devices. Ingestion of data generated by Edge computing devices to be supported	What is the use case of storing IOT Data in Portal , how this will be consumed. Please elaborate. Are there any specific requirements of Mobile app related to it	IOT data will be used for usage based insurance products and wellness based health products .
24	129	3.5 (Point w)	AI ML Assessment and Review: Assist usage of AI-ML based data analytics by suggesting how AI ML can create business outcomes using OICL's use cases and datasets. The goal will be to strategize how AI-ML can be applied to a few specific use cases, as well as to determine what the expected impact can be	please elaborate on the scope of AI ML . It is not clear what models are expected to be built ,in which process it will be used	The RFP clearly refers that CSP will assist and review the bidder stratregy to leverage the CSP platform capability ofAI-ML based data analytics , reporting and management as per OICL roadmap.
25	16	1.4	Last Date and Time for submission of Bids :15/03/2023 03:00 PM	Requesting for an extension of 2 weeks	Any extention if agreed by the competent authority will be intimated.
26	Pg 19	1.6.2	The CSP should be able to manage runtime, middleware, operating system, virtualization, servers, storage, networking, security, along with its upgrades, patches, licenses upscale/ downscale automatically through the service functionalities or attributes, automated tools and without any manual intervention as Infrastructure as a service.	As we understand this should include the CSP Enterprise support?	The DB is a critical component hence to be made available under PaaS Model only . The level and type of CSP support to maintain the SLA has to be decided by the bidder only .
27	Pg 19	1.6.	The hyperscaler public Cloud Service Provider should be compliant to the following standards 1)ISO 9001 Global Quality Standard 2)ISO 22301 Security and resilience 3)ISO 27001 Security Management Controls 4)ISO/ IEC 27017:2015-Code of practice for information security controls based on ISO/ IEC 27002 for cloud services and Information technology 5)ISO 27701 Privacy Information Management 6)ISO 27018 - Code of practice for protection of personally identifiable information (PII) in Virtual Public clouds. 7)ISO 20000-1 certification for Service Management System. 8)PCI DSS Level 1 or more Payment Card Standards 9)SOC 1, 2, 3 compliant - System and Organization Controls 10)STQC	We follow baseline set by Meity standards where as business contuinity is organization specific practice. We follow Risk Management Resiliency & Business Continuity program (https://www.oracle.com/corporate/security-practices/corporate/resilience-management/business-continuity.html) as Global practice which generally based & aligned to ISO 22301 standards. I assume this should be ok.	Organisation can ensure effective business continuity only when the platform on which the business process is hosted is resilient and supports BCP. Hence the concerned ISO standard compliance is mandatory.

28	Pg 42	6	6.To be containerized adhering to Open container Initiative (OCI) based standards (both for run time and image) using cloud native containerization service and orchestrated using Kubernettes based container orchestration tools in a multi node/ cluster formation leveraging both OS and VM level virtualization	We understand the underlying OS provide by CSP should include Enterprise support ?	The level and type of CSP support to maintain the SLA has to be decided by the bidder only .
29	Pg 72	8	Monitoring and management, routing requests and balancing client invocation to server calls. Service dictionary, Service directory lookup, monitoring services and handle security functionalities to service invocation through SSL certificates, Upload and administrate SSL certificates	API GW should act as a tunnel to route the API calls to the backend sevices. API GW should be light and all the business logics should reside within the Micorsevices level. Monitoring and management, routing requests and balancing client invocation to server calls. Service dictionary, Service directory lookup, monitoring services and handle security functionalities to service invocation through SSL certificates, Upload and administrate SSL certificates. Service dictionary, Service directory lookup should be done at backend Microservice APIs and Service Mesh layer to keep the application scalable.	Please be guided by the RFP
30	Pg 72	9	To act as a reverse proxy to accept all application programming interface (API) calls, aggregate the various services required to fulfill them, and return the appropriate result, to generate and also manage API keys for each consumer, Caching to enable API platform to handle a higher number of clients and absorb peak traffic	To act as a reverse proxy to accept all application programming interface (API) calls, aggregate the various services required to fulfill them, and return the appropriate result, to generate and also manage API keys for each consumer, Caching to enable API platform to handle a higher number of clients and absorb peak traffic To keep the API GW light weight and highly responsive, the agrregation of various services should be done at backend Microservice APIs.	Please be guided by the RFP
31	Pg 72	10	To add data transform rules to the APIs, to route users to specific versions of services, track and understand key API metrics, Support for both JSON and XML media types	To add data transform rules to the APIs, to route users to specific versions of services, track and understand key API metrics, Support for both JSON and XML media types To keep the API GW light weight and highly responsive, the data transform rules / buisness logic of the APIS should be done at backend Microservice APIs.	Please be guided by the RFP
32	Pg 42	4	Both relational and non-relational (Apache Cassandra/ MongoDB or equivalent) databases to be supported as a service on cloud	Is the MySQL DB which provides both Relational & Non-relational DB supported on cloud can be considered? Please clarrify if it Enterprise support (ATS) for the database with underlying OS is required or not?	It is for the bidder to decide the choice of DB based on the RFP requirement .The names mentioned are for representational purpose only and to point to the generic features solicited. DB is a critical component hence to be made available as PaaS only . The IaaS or cloud native model for DB is not allowed . The level and type of CSP support to maintain the SLA has to be decided by the bidder only .
33	Pg 43	3.1.3	Bidder needs to note that the application needs to be deployed on secured hyperscaler public cloud (Virtual Private cloud) and needs to be managed by bidder under back to back support from public cloud CSP.	As we understand the back-to-back support should include & not limited to Enterprise Support , SLA, Design & Architecture, Product Bug / Security bug support etc from CSP. Please confirm.	Since the IaaS or cloud native model is not allowed . The level and type of CSP support to maintain the SLA has to be decided by the bidder only .

34	Pg 52	45	45)Workflow Capability and Profile based functionalities on the fly The Portal application shall provide reusable process workflows to help in the backend processing of policies. It must have the capability to configure rules with respect to any workflow process It must enable easy to use administration facility with well-defined workflows for creating, approving and publishing the web contents. The finally published contents must then be syndicated to delivery system on-demand basis. The system shall allow different departments to have their own content libraries, workflow, templates and taxonomies. The workflow must support the processes with 1.Publishing stages 2.Complex business rule support 3.Balancing of tasks across a group of users The workflow capabilities must be configurable using Role based access to data and features/ functionalities.	Our PaaS service include Workflow capability which are in Gartner Leader quandrant supporting scalable Process Automation. To design, we like to know how many concurrent users per hour and concurrent Task may be required in the Workflow capability?	The maximum number of concurrent user per day is mentioned in page # 62 , RFP clause 3.1.18 , the concurrent users per hour can be approximated from the figure provided given the fact that website traffic fluctuates during the business hours and off business hours.
35	Pg 52	3.1.8	The Content Management should be able to create and upload the pages daily/ weekly/ or on frequent basis with appropriate Business flow required for authenticate Publications of content on site.	Would you also require video creation and streaming capabilities for corporate marketing and/or agent training pusposes etc? And how many of these videos would be stored in the CMS?	Please refer RFP section 3.1.7 (point #8) "UI/ UX and Digital Experience" and section 3.1.8 (point # 10) "Content management". The proposed solution to be able to store videos in line with the projection provided in RFP section 3.1.18
36	Pg 53	3.1.8, Section 5	5. The solution should provide facilities for archiving content and for managing old content.	How much percentage of content/documents will be part of archived content?	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency depending on the RTO/RPO requirement. The archival policy is under revision and will be communicated accordingly.

37	Pg 75	3.1.25	Unified Communication Functionalities Same Unified Communications (UC) client that provides users with real time collaboration capabilities Support for Windows and MaC OS Support for Android and iOS devices Smartphone The Softphone should provide full call control from an iPhone or Android powered smartphone Make and receive phone calls and instant messages, host and attend audio conferences See employee availability via presence, and use Geo-tracking to determine the location in the field All of this is done using the corporate directory, so there are no personal cell phone numbers will be involved. The application should be downloadable from Google Playstore or Apple iTunes without any additional cost for any number of device. Solution should provide a "presence" application for users, so that they can see the availability status of their contacts in their contact list. The common supported status for this application should be available, busy, idle, away etc. The instant messaging application should support manual setting of user status to: Available, Away, Do Not Disturb (DND) etc. Shall provide support for open protocols like XMPP. ReportingPlatform should support Unified Multi Channel Real-time and Historical Reporting and pre defined real time	As we understand Unified Communication/custom live agents software should be integrated with Chatbot.What tool are we envisaging to integrate the chat Bot solution?	The chatbot is expected to function as a unified communication client that integrates different communication services into a single user interface.OICL currently does not have any live agents software however the proposed chatbot should be able to integrate with the same in future.
38	Pg 43	3.1.2	10.The content to be delivered through managed cloud native Content Delivery Network (CDN) services from the CSP for achieving better response and security.	We request you to change this as "The content to be delivered through managed Content Delivery Network (CDN) services to achieve better response and security."	Since CDN is a critical networking and infrastructure component , it should have the same security and maturity standards as the underlying CSP platform as mentioned in the RFP. Thus a third party CDN is not allowed.
39	Pg 44	8	Data Centre and Disaster Site (DR) shall be in India and distant geographically. Bidder and CSP has to ensure for all type of data should reside within India. There is no restriction if the bidder provisions the DC and DR to be hosted by two different CSPs as per the hybrid cloud strategy.	Request you to please define the defination of "distant geograpically" Please clarify.	It is for the bidder to decide subject to RTO/RPO and SLA requirements mentioned in the RFP

40			b) Caching (CDN) : The CSP should offer content delivery network service to speed up distribution of static and dynamic web content. CSPs should have content delivery network edge locations in India. The bidder needs to provision at least eight (8) CDN pops for the application. The dynamic and static contents of the web portal to be cached using cloud native CDN service for the quick transfer of assets needed for loading Internet content including HTML pages, javascript files, stylesheets, images, and videos. The vendor has to do appropriate sizing of cloud infrastructure to ensure smooth functioning of the website even in case of failure/ absence of CDN. The CDN service should be able to improve website load times, reduce bandwidth consumption costs for website hosting on origin server, increasing content availability and redundancy, improving website security by providing DDoS mitigation, improvements to security certificates, and other optimizations. The vendor should be able to monitor and control the content being delivered through Content Delivery Network (CDN).	pl relook at the specifications it should not be vendor specific	It is a generic description of the requirement and minimum sizing required based on directional aspect of the traffic expected
41			c) In memory Caching Engine: The proposed architecture should implement enterprise level in memory caching engines like Redis or equivalent cloud native solutions throughout various layers of technology including Operating Systems, Networking layers including Content Delivery Networks (CDN) and DNS, web applications, and Database.	pl relook at the specifications it should not be vendor specific	It is a generic description of the requirement for ensuring application response time mandated in RFP
42		Annexure 16	No Cloud Charges for 1st year	In first year Cloud charges are missing. Please bidder to decide if it will "0" or any cost.	Please be guided by the RFP
43	69	3.1.20 (Audit/ Others), 4	The Bidder will arrange at his own cost security (ISNP, VAPT, WASA) audit of web portal from one of the empaneled agencies (by STQC/ CERTIn) and clear the same prior to "Go-Live". The same has to be done every year (documentary evidence may have to be produced) and plug the gaps arising out of it. Bidder needs to factor in cost for providing/ conducting half yearly VAPT, WASA and annual ISNP and ISMS audits by STQC/ CERT-IN empanelled auditors	Bidder proposes to consider conducting the audit at OICL's cost and once per year, with a thirty (30) days prior written notice to the Bidder. Also, requesting OICL to not conduct audit for: *(a) data or information of other customers or clients of Bidder; (b) any cost information unless such is the basis of a billable expense; (c) Bidder's quality assurance reviews, contract management reports, and security functions; (d) third parties except to the extent Bidder has the right to grant such rights, or (v) any other Confidential Information of the Bidder that is not directly relevant for the authorised purposes of the audit.*	Please be guided by the RFP

44	79	3.1.32 Audit and Governance Requirements	a) The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, consultants or any other third-party agency engaged by the OICL will be immediately resolved. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/ enhancements, as necessary, to the proposed software solution. b) The Bidder shall ensure compliance of Bi-Annual VAPT/ WASA and annual ISNP audits at no cost to OICL from STQC/ CERT-IN empaneled agencies. e)Bidder needs to factor in cost for providing/ conducting half yearly VAPT, WASA and annual ISNP and ISMS audits by STQC/ CERT-IN empaneled auditors f) The bidder shall implement the audit and compliance features to enable OICL or its nominated agency to monitor the provisioned resources, performance, resource utilization, and security compliance w.r.t VAPT, WASA etc., without any extra cost to OICL.	Bidder proposes to provide at least thirty (30) days time to cure any defect pointed out by the audit and inspection teams, statutory and regulatory bodies, consultants or any other third-party agency. Also, Bidder proposes to conduct the audit at its OICL's cost and once per year.	Please be guided by the concerned SLA category vide RFP clause 4.64.1 Service Levels for Issue Resolution
45	80	3.1.32 Audit and Governance Requirements,	u) Quality Assurance -The successful bidder will facilitate audits; fix/ rectify all the vulnerabilities reported by the security auditors without any cost to OICL and within 30 days of getting the reports.	Bidder understands that the bidder will rectify all the vulnerabilities reported by the security auditors at agreed cost to OICL and within 30 days of getting the reports.	Please be guided by the RFP
46	89	3.2.1.2 Domain Services/ Database management/ General	The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with OICL's requirements and any statutory or regulatory guidelines	The Bidder shall perform the services as per the scope of work as detailed in this RFP. The bidder needs to comply with OICL's requirements and any statutory or regulatory guidelines at at an additional costs to OICL.	Any change request will be as per the clause 3.1(22) and clause clause 3.4.5
47	117	3.3.10 Cross Functional Services/ Exit Management Services (Transition-Out Responsibilities)	8. There shall not be any additional cost associated with the Exit/ Transition-out process 9. In case if OICL observes the lack of willingness to manage transit/ sharing of information or lack of support from bidder (selected through this RFP), OICL shall have absolute discretion to apply requisite penalties and deduct the amount from its billing or from performance guarantee. 10. Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of OICL and the same shall be communicated to them. 11. During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case such instances, OICL will have right to penalize the Successful Bidder appropriately. 15. In case OICL decides to withdraw any services/ components from the Bidder's scope of work during the contract period, the Successful Bidder has to facilitate the transition of that service/ components in compliance with above clauses.	8. Bidder proposes that Exit / Termination assistance services shall be rendered by the Service Provider as per mutually agreed commercial prices. 9. The penalty amount is not defined in the event of delay by the bidder. In such scenario, the OICL have the sole discretion to impose any of the sanctions. Its proposed to define the penalty in the event of delay. Bidder proposes that Liquidated damages shall be applicable only if such delay arises due to reasons solely attributable to Bidder. 10. Bidder proposes that Exit / Termination assistance services shall be rendered by the Service Provider as per mutually agreed commercial prices. 11. The amount of penalties is not defined.The bidder proposes to delete the penalty clause. 15. Bidder proposes that Exit / Termination assistance services shall be rendered by the Service Provider as per mutually agreed commercial prices.	A. The cost associated with the Exit/ Transition-out process has already been asked to be incorporated in the commercial bill of materials , so it is already included in the TCO and hence is borne by OICL only. B. The wordings "During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case such instances, OICL will have right to penalize the Successful Bidder appropriately." to be replaced by "During transition phase, the Successful Bidder shall ensure successful transition. In case of failure on bidder's part to do the same , OICL will have right to penalize the Successful Bidder appropriately as per the RFP terms and conditions"

48	130	4.2. Amendment to Bid Document	(vii) OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and/ or to listen to any representations. ix. Right to Alter Quantities The bidder agrees that the prices quoted for each line item and component is valid for period of contract and can be used by OICL for alteration in quantities.	(vii) Bidder proposes that parties shall mutually agree on change in the terms and conditions of purchase. (ix) Bidder proposes that any change in quantities the price shall be mutually agreed between the parties.	Please be guided by the RFP
49	131	4.4. Acceptance of the Solution	xi. In case of discrepancy in cloud infrastructure/ sizing and related software supplied and not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 3(Three) weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks.	Bidder proposes that,OICL shall notify Bidder of any discrepancy in the Deliverables within a period of seven (7) days of such delivery. In the event of OICL's failure to notify any discrepancy within the stipulated period, the Deliverable shall deemed to be accepted. Additionally, the bidder also proposes to include a minimum of thirty (30) days time to correct the discrepancy and request to add a warranty period of thirty (30) days after go-live of the respective application. Upon Termination of the Contract, Bidder shall be entitled to receive payments for the services rendered until effective date of termination.	Please be guided by the RFP
50	132	4.10. Delay in Bidder's performance	Implementation of the Solution and performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract. In case of bidder is not able to Go Live within maximum allowed window of 1 (one) year from date of issuance of the PO then OICL reserves the right to extend the Phase-II proportionately as per the extant terms and conditions of this RFP apart from invoking relevant RFP clauses. Any unexcused delay by the bidder in the performance of his implementation/ service/ other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default. If at any time during performance of the contract, the bidder should encounter conditions impeding timely implementation of the Solution and/ or performance of services, the bidder shall promptly notify OICL in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/ installation/ implementation date. OICL shall evaluate the situation after receipt of the bidder's notice and may at their discretion extend the bidder's time for delivery/ installation/ implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the implementation of the Solution and performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.	The penalty amount is not defined in the event of delay by the bidder. In such scenario,it is proposed to define the penalty in the event of delay. Bidder proposes that Liquidated damages shall be applicable only if such delay arises due to reasons solely attributable to Bidder. Further, the Bidder proposes to add the underlined and delete the strikethrough as mentioned hereunder "Any unexcused delay by the bidder in the performance of his implementation/ service/ other obligations, _that is solely attributable to the bidder and subject to a cure period of thirty (30) days_ , shall render the bidder liable to any or all of the following sanctions: ~~forfeiture of his performance security,~~ imposition of liquidated damages, and/ or termination of the contract for default, _subject to a notice period of thirty (30) days to the bidder and subject to point 4.30._" Upon Termination of the Contract, Bidder shall be entitled to receive payments for the services rendered until effective date of termination.	Please be guided by the RFP

51	133	4.11. Payment terms	The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/ any payments will be made subject to compliance of Service Levels defined in the RFP document. The OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL. If any of the items/ activities as mentioned in the price bid is not taken up by OICL during the course of the assignment, OICL will not pay the fees quoted by the Bidder in the price bid against such activity/ item.	Bidder proposes that in case of any delay or default by the bidder, that is solely attributable to the bidder, OICL may provide thirty (30) days time to the bidder to resolve the issue , instead of withholding the payment due to the bidder.	Please be guided by the RFP
52	133	4.11. Payment terms	However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit as defined in the RFP, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by OICL.	Bidder shall deliver the hardware as per the scope of work. Any additional item not falling under the scope of work shall be provided as per mutually agreed commercial terms.	Please check there is no such statement in the RFP
53	133	4.11. Payment terms	The OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL. If any of the items / activities as mentioned in the price bid is not taken up by OICL during the course of the assignment, OICL will not pay the fees quoted by the Bidder in the price bid against such activity / item.	OICL shall be entitled to withhold payment provided it gives the Bidder a reasonable prior written notice of at least thirty (30) days. The notice shall contain the details of the itemized list of works and Services and the corresponding fee per item for which payment is withheld.	Please be guided by the RFP
54	135	4.11.2 Portal Warranty, Maintenance and Support (Phase II)	Any objection/ dispute to the amounts invoiced in the bill shall be raised by the OICL within 21 days from the date of receipt of the invoice, only in exceptional circumstances will OICL raise a dispute beyond 21 days. Upon settlement of disputes with respect to any disputed invoice(s), the OICL will make payment within thirty (30) Days of the settlement of such disputes.	Bidder proposes to raise any dispute in relation to the invoices within seven (7) days from the receipt of the invoice. The bidder additionally proposes that if the invoice(s) is more than thirty (30) days overdue for payment, then without prejudice to bidder's other rights or remedies, OICL shall be liable to pay interest on the overdue amount at rate of 2% per month, which interest shall accrue on a daily basis from the date payment becomes overdue until bidder has received payment of the overdue amount together with all interest that has accrued"	Please be guided by the RFP
55	135	4.13. Penalties and delays in Bidder's performance	In case the vendor fails to meet the SLA mentioned in section, penalty will be imposed as mentioned in section Service Level Agreement	Bidder proposes that Liquidated damages shall be applicable only if such delay arises due to reasons solely attributable to Bidder.	Please be guided by the RFP
56	135	4.15. Contract Commitment and Renewal	OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Six (6) years including all the phases however post expiry of the contract period and on mutual agreement the contract may be extended for two years on max 10% escalation on the existing terms and conditions.	Bidder proposes that the price escalation on the existing terms shall be mutually agreed by the parties	The wordings stands revised to "OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Six (6) years including all the phases however post expiry of the contract period and on mutual agreement the contract may be extended for two years on mutually agreed price escalation on the existing terms and conditions."

57	135	4.16. Ownership, Grant and Delivery	All the data created as the part of the project shall be owned by Purchaser without any exceptions. The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable/ transferable to any successor entity of OICL. Bidder needs to propose perpetual/ user based/ subscription license of the software. OICL reserves the right to use the excess capacity of the licenses supplied by the Bidder for any internal use of OICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further the Bidder also agrees that such use will not infringe or violate any license or other requirements	Bidder requests to amend the Intellectual Property Rights provision to include: A. IPR transfer in work product specifically developed by bidder pursuant to this engagement shall be made subject to payment in full. B. Pre-existing IPR or any IPR developed independent of this Agreement shall be kept separate for both parties and it is humbly requested to incorporate the following verbiage pertaining to pre-existing IPR:Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("IP") which were existing prior to each respective SOW, or IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Deliverables (pre-existing IPR).	The wordings stands revised to "All the data and custom source code created as the part of the project shall be owned by Purchaser without any exceptions. The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable/ transferable to any successor entity of OICL. Bidder needs to propose perpetual/ user based/ subscription license of the software. OICL reserves the right to use the excess capacity of the licenses supplied by the Bidder for any internal use of OICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further the Bidder also agrees that such use will not infringe or violate any license or other requirements
58	135	4.17. Completeness of Project	The project will be deemed as incomplete if the desired objectives of the project Section 3 – Scope of Work of this document are not achieved.	Bidder proposes that the project will be deemed as incomplete if the scope of work as agreed and defined between Parties under Section 3 is not completed by the Service provider.	Please be guided by the RFP
59	136	4.19. Assignment	OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/ expiry of the contract.	Bidder proposes to make the Assignment clause mutual and subject to prior written consent provided by the other party.	Please be guided by the RFP

60	136	4.18. Compliance	Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.	Bidder proposes to delete the present indemnity clause. Further, Bidder in principle agrees that it is responsible for procuring all the licensee, approvals, permissions etc. as may be necessary, however in case of failure the Bidder shall be responsible for all fines and penalties paid by OICL to the government authorities as a result of Bidder's violation of applicable law.	Please be guided by the RFP
61	136	4.21. Indemnity	The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws/ Governmental Requirements b) IP infringement c) Negligence and misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. The Bidder shall not indemnify OICL for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused	Bidder requests OICL to add the underlined in the indemnity clause: The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws/ Governmental Requirements b) IP infringement c) *Gross-* Negligence and *wilful-* misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. The Bidder shall not indemnify OICL for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused *However, Bidder will have fully discharged its obligations under point b) of this Clause if the Bidder obtains for OICL the right to continue using such intellectual property as provided without infringement or replace or modify such intellectual property so that they become non-infringing.*	Please be guided by the RFP
62	137	4.22. Inspection of Records	All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	Bidder requests OICL to conduct the audit at OICL's own cost, once per annum and provide thirty (30) days written notice to Bidder before conducting the audit. Also, the bidder requests to exclude the following from audit: *(a) data or information of other customers or clients of Bidder; (b) any cost information unless such is the basis of a billable expense; (c) Bidder's quality assurance reviews, contract management reports, and security functions; (d) third parties except to the extent Bidder has the right to grant such rights, or (v) any other Confidential Information of the Bidder that is not directly relevant for the authorised purposes of the audit.*	Please be guided by the RFP

63	137	4.23. Publicity	Any publicity by the Bidder in which the name of OICL is to be used should be done only with the explicit written permission of OICL.	Bidder requests to replace "written permission of OICL" to "prior intimation to OICL", for publicity.	Please be guided by the RFP
64	137	4.25. Information Ownership	All information processed, stored, or transmitted by Bidder equipment/ solution belongs to OICL. By having the responsibility to maintain the equipment/ solution, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.	All information processed, stored, or transmitted by OICL to the successful Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to OICL the information or rights to redistribute the OICL information. The Bidder understands that civil, criminal, or administrative penalties, as per applicable law, may apply for failure to protect information appropriately which is proved to have caused due to reasons solely attributable to Bidder. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.	The wordings stands revised to "All information processed, stored, or transmitted by OICL to the successful Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to OICL the information or rights to redistribute the OICL information. The Bidder understands that civil, criminal, or administrative penalties, as per applicable law, may apply for failure to protect information appropriately which is proved to have caused due to reasons solely attributable to Bidder. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement."
65	137	4.26. Sensitive Information	Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on OICL systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.	Bidder requests OICL to make this clause mutual Any information considered sensitive must be notified in writing to the Bidder as being sensitive and be protected by the Bidder in the agreed manner from unauthorized disclosure, modification or access.	Please be guided by the RFP
66	138	4.29. Guarantees	Bidder should guarantee that all the soft wares provided to OICL are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.	Bidder requests OICL to consider the proposed changes as below, delete the strikethrough and add the underlined: "Bidder should _warrant_ ~~guarantee~~ that all the soft wares provided to OICL are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation."	Please be guided by the RFP
67	139	4.30. Liquidated Damages	If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract. The vendor may be debarred from applying for any future bids.	Bidder requests OICL to consider the proposed changes as below, delete the strikethrough and add the underlined: _The liquidated damages will be applicable only if the delay is for the reasons solely and directly attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure._	The wordings stands revised to "If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract. The vendor may be debarred from applying for any future bids.The liquidated damages will be applicable only if the delay is for the reasons solely and directly attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure."

| 68 | 139 | 4.31. Termination for Default | OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:
a) If the Bidder fails to deliver any or all of the Solution, Components and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
b) If the Bidder fails to perform any other obligation(s) under the contract
In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). the Service Provider shall be entitled to be paid the Contract Price, in such proportionate manner, as is attributable to the portion of the Work completed as at the date of termination Any sums due to the Owner/ OICL from the Service Provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service Provider under the ContractHowever, the Bidder shall continue performance of the contract to the extent not terminated. The bidder will provide all necessary support and services for satisfactory exit of OICL from the contract as per Clause 6.58 | Bidder proposes that the any failure to perform obligation under this clause should be solely attributable to the Bidder for termination by OICL. Additionally, bidder proposes to delete the step-in rights built in this clause. | Please be guided by the RFP |
| 69 | 139 | 4.32. Force Majeure | The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
If a Force Majeure situation arises, the Bidder shall promptly and within 7 days notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. | Bidder requests OICL to consider the proposed changes as below, delete the strikethrough and add the underlined:

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, *pandemics,* quarantine restrictions and freight embargoes.
If a Force Majeure situation arises, the Bidder shall promptly and within 7 days notify OICL in writing of such conditions and the cause(s) thereof. ~~Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.~~ *In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.* | The wordings stands revised to "The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination
for default, if and to the extent that, his delay in performance or other failure to perform his obligations under
the contract is the result of an event of Force Majeure.
For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not
involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events
may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or
revolutions, fires, floods, epidemics/*pandemics* , quarantine restrictions and freight embargoes.
If a Force Majeure situation arises, the Bidder shall promptly and within 7 days notify OICL in writing of
such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all
reasonable alternative means for performance not prevented by the Force Majeure event. |

70	139	4.33. Termination for Insolvency	OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if: i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL. ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/ shareholders or circumstances occur entitling the court or debenture/ shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.	Bidder proposes that, in the event of this agreement being terminated under this clause, subject to a notice period of 30 days, OICL shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to OICL till the date of termination.	Please be guided by the RFP
71	140	4.34 Termination for Convenience	For the remaining goods and services, OICL may elect: i. To have any portion completed and delivered at the contracted terms and prices; and/ or ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder.	Bidder understands that for the remaining goods and services that are not delivered to OICL under the contract, OICL shall pay for the same at the time of termination.	Please be guided by the RFP
72	141	4.38. Prices	The prices quoted (as mentioned in Annexure 16- Bill of Materials submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.	Bidder proposes the underlined as stated below and requests deletion of prices being firm throughout the period of contract. "In addition to the above, Bidder and OICL may by mutual agreement agree to revise the rates set out in its (Price list) at any time during the term of this Agreement. Notwithstanding the foregoing, OICL agrees that after the first anniversary of this Agreement and annually thereafter, unless otherwise agreed to between the Parties in writing, bidder shall be entitled to revise the Fees set out in the applicable SOW/s/PO/s, based on the prevailing Consumer Price Index of India or the applicable country (and in absence of such index, any other similar inflation measurement index) subject to minimum increase of eight percent (8%) per annum for resources based in India/ offshore, and three percent (3%) per annum for resources based onsite."	Please be guided by the RFP

| 73 | 141 | 4.42. Cancellation of the contract and compensation | OICL reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company in the following circumstances:
i. The selected bidder commits a breach of any of the terms and conditions of the bid.
ii. The selected bidder goes into liquidation voluntarily or otherwise.
iii. The progress made by the selected bidder is found to be unsatisfactory
iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
OICL reserves the right to cancel the AMC placed on the selected bidder and if services by bidder is not satisfactory. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by any other party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. | The Bidder understands that the expenditure that will be recovered by OICL shall shall be limited to 105% of any amounts paid for the terminated portion of the Work | Please be guided by the RFP |
| 74 | 141 | 4.43. Rights reserved by OICL | ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.

iv. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, OICL reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by OICL and take any other action as may be deemed necessary including the invocation of BG in part or full.

vi. OICL reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

vii. OICL reserves the right to verify the validity of bid information, and to reject any bid/ quotation where the same appears to be incorrect, inaccurate or inappropriate in the OICL's estimation.

xiii. OICL may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during | Bidder requests OICL to consider the proposed changes as below, delete the strikethrough and add the underlined:

ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to ~~debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary~~ _terminate the contract._

iv. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, OICL reserves the right to ~~debar the Bidder from participating in future RFPs floated for a period decided by OICL and take any other action as may be deemed necessary including the invocation of BG in part or full~~ _terminate the contract, subject to a thirty (30) days notice period to the Bidder._

vi. OICL reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

vii. OICL reserves the right to verify the validity of bid information, and to reject any bid/ quotation where the same appears to be _materially_ incorrect, inaccurate or inappropriate ~~in the OICL's estimation.~~

xiii. OICL may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action ~~satisfactory to the OICL~~ to remedy the situation. | Please be guided by the RFP |

75	142	4.44. Limitation of Liability	Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental/ consequential or indirect damages including loss of profit or saving.	Bidder requests that the Bidder's cumulative liability for its obligations under the contract shall not exceed the amount paid to Bidder by OICL in the preceding six (6) months under that applicable work that gives rise to such liability (as of the date the liability) and the Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by OILC or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement.	Please be guided by the RFP
76	142	4.46. Violation of terms	OICL clarifies that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Bidder requests OICL to make this clause mutual	Please be guided by the RFP
77	143	4.47. Repeat Order	OICL may place Repeat Order against the original order for a quantity up to 25% of the original order quantity during the contract period.	Bidder proposes that repeat order shall be placed as per mutually agreed commercial terms.	Please be guided by the RFP
78	143	4.49. Intellectual Property Rights (IPR)	2. All documents, materials, reports, information, data, code, scripts etc. as may be collected by the bidder, or which shall at any time come into the possession of the bidder, during the course of providing services or in connection with the scope of work under the Contract or Bid Documents, shall be submitted to the OICL on completion of the contract period. 6. Waiver of moral rights: The Bidder further waives and relinquishes, in perpetuity, exclusively to and in favour of the Owner/ OICL, all residual rights, including moral rights in the developed work, report and data etc. in connection with the Contract. 7 The latest version of uncompiled source code written by the bidder for Portal and Mobile app as per the requirement and SRS Finalize for the scope of this RFP will be the Intellectual Property of the OICL. Bidder cannot use the same code for any other purpose. Bidder needs to submit the code to OICL with proper documentation as mentioned below after deployment.	The bidder seeks clarity on point 7 of this clause, what is implied by "Latest version of uncompiled source code...Property of the OICL. The Bidder further requests to amend the Intellectual Property Rights provision to include: A. IPR transfer in work product specifically developed by bidder pursuant to this engagement shall be made subject to payment in full. B. Pre-existing IPR or any IPR developed independent of this Agreement shall be kept separate for both parties and it is humbly requested to incorporate the following verbiage pertaining to pre-existing IPR:Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("IP") which were existing prior to each respective SOW, or IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Deliverables (pre-existing IPR). 6. Waiver of moral rights: The Bidder further waives and relinquishes, in perpetuity, exclusively to and in favour of the Owner/ OICL, all residual rights, including moral rights in the developed work, report and data etc. in connection with the Contract, _subject to the conditions set out in this section._	The latest version of uncompiled source code refers to precompiled text file that contains the program in some programming language intended for consumption by humans exportable to IDE and Source code versioning tools (compiled version or executable version only is not accepatble).

| 79 | 144 | 4.50. Outsourcing Agreement | 2. Express Clause: The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
3. Handing over of the Data, Assets etc.: In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/ software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. Inspection and Audit by the Company: The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. Legal and Regulatory Obligations: The Bidder shall ensure that the outsourcing contract/ arrangements do not:
a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
b) Impede effective supervision by the IRDAI.
c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. Applicability of the laws/ regulations: The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to | Request to remove the strike through portion of the clause and add the underlined matter to the clause as under:

2. Express Clause: The contract shall ~~neither~~ not prevent ~~nor impede the company from meeting its respective regulatory obligations~~, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder, _at OICL'S cost, once per annum, subject to a prior written notice of thirty (30) days to the company or the Bidder_

~~3. Handing over of the Data, Assets etc.: In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/ software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.~~

4. Inspection and Audit by the Company: The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced, _at OICL's cost, once per annum, subject to a prior written notice of thirty (30) days to the Bidder_ .

5. Legal and Regulatory Obligations: The Bidder shall ensure that the outsourcing contract/ arrangements do not:
~~a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.~~
b) Impede effective supervision by the IRDAI.
~~c) Result in Company's internal control, business conduct or reputation being compromised or weakened.~~
6. Applicability of the laws/ regulations: The Regulations apply irrespective of whether the | Please be guided by the RFP |
| 80 | 145 | 4.51. Regulations, Legal and Compliance | Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the bidder for any direct or indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from The bidder's use to and access of our Social Media platforms or entities purporting to represent OICL. The bidder to specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with the bidder. The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

To the extent permitted by law applicable, the bidder agrees to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, and agents, arising from and against any and all damages, claims, obligations, liabilities, losses, costs or debt, and expenses (including but not limited to lawyer's/ attorney's fees) arising from: (i) the bidder's use of and access of our page; (ii) the bidder's violation of any of these Guidelines; (iii) the bidder's violation of any third party right, including without limitation any copyright, proprietary, or right to privacy; or (iv) all or any claim that content posted by the bidder caused damage to a third party. The indemnification obligation contained herein shall survive | Bidder proposes to remove the strikethrough as mentioned below:

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the bidder for any ~~direct or~~ indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from The bidder's use to and access of our Social Media platforms or entities purporting to represent OICL. ~~The bidder to specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with the bidder.~~ The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

~~To the extent permitted by law applicable,~~ the bidder agrees to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, ~~and agents~~, arising from and against any ~~and all damages,~~ claims, obligations, liabilities, losses, ~~costs or debt, and expenses~~ (including but not limited to lawyer's/ attorney's fees) arising from: ~~(i) the bidder's use of and access of our page; (ii) the bidder's violation of any of these Guidelines;~~ (iii) the bidder's violation of ~~any third party right, including without limitation~~ any copyright, proprietary, ~~or right to privacy; or (iv) all or any claim that content posted by the bidder caused damage to a third party. The indemnification obligation contained herein shall survive these Guidelines and the bidder's use of our Social Media channels.~~ | Please be guided by the RFP |

81	147	4.56. Confidentiality:	The information provided/ which will be provided is solely for the purpose of undertaking the services effectively. No news release, public announcement, or any other reference to this tender/ RFP or any program there under shall be made without written consent of OICL. Reproduction of this tender/ RFP, by photographic, electronic, or other means is strictly prohibited.	Bidder proposes that, subject to confidentiality obligations, Bidder shall be permitted to make a press release or publish name or mark of OICL with prior intimation to that effect.	Please be guided by the RFP
82	147	4.57. Warranty and On-Site Maintenance	The OEM may from time-to-time release Updates/ Upgrades/ New releases/ New versions and notify the OICL about the same. The Bidder agrees that all such Updates/ Upgrades/ new releases/ new versions, as and when released during the term of warranty will be implemented without any additional cost to the OICL. The warranty also includes all software (critical hot fixes, service packs, and all upgrades/ updates) of all components supplied as part of solution, wherever applicable		Please be guided by the RFP
83	148	Exit Management Plan	The Bidder needs to factor in the costing of the same in the commercial bid to make it a part of TCO and no separate charges will be paid by OICL if Exit management clause is invoked.	Bidder proposes that the cost of exit management shall be mutually agreed.	Please be guided by the RFP
84	150	4.59. Foreclosure of Contract in full or part	c. The Contractor will provide all necessary support and services for satisfactory exit of OICL from the contract as per Clause 4.58 iv. The Contractor/ Service Provider shall, if required by the GM -IT (OICL), furnish to him books of accounts, papers and relevant documents as may be necessary to enable him to assess the amount payable in terms of Clause No 4.59 (iii) above. The Contractor/ Service Provider shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.	Bidder proposes to delete the strikethrough and add the underlined as mentioned below: c. The Contractor will provide all necessary support and services for ~~satisfactory~~ exit of OICL from the contract as per Clause 4.58 _and mutually agreed scope of work under this contract_ iv. The Contractor/ Service Provider shall, if required by the GM -IT (OICL), furnish to him books of accounts, papers and relevant documents _under the contract_ as may be necessary to enable him to assess the amount payable in terms of Clause No 4.59 (iii) above. ~~The Contractor/ Service Provider shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.~~	Please be guided by the RFP
85	152	4.64. Service Level Agreement			
86	157	4.64.3 At Risk Amount	The quarterly At-Risk Amount ('ARA') shall be 15% of the estimated quarterly pay-out of the respective quarter. In case maximum penalty is imposed for more than two times in a year, OICL will impose an additional penalty of 5% of the quarterly charges and may consider termination of services. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (Ten per cent.) of the contract value	Bidder proposes that Liquidated damages shall be applicable only if such delay arises due to reasons solely attributable to Bidder.	Please be guided by the RFP
87	157	4.64.4 Other Conditions	v. If during the contract period, any equipment has a hardware/ software failure on four or more occasions in a quarter, it shall be replaced by equivalent or higher new equipment/ software by the bidder at no additional cost to OICL.	Bidder proposes to add the underlined as stated below: v. If during the contract period, any equipment has a hardware/ software failure on four or more occasions in a quarter, it shall be either _repaired_ or replaced by equivalent or higher new equipment/ software by the bidder at no additional cost to OICL.	The wordings stands revised to "v. If during the contract period, any equipment has a hardware/ software failure on four or more occasions in a quarter, it shall be either _repaired_ and/or replaced by equivalent or higher new equipment/ software by the bidder at no additional cost to OICL."

88	157	4.64.4 Other Conditions	vi. The right to levy the penalty is in addition to and without prejudice to other rights/ remedies available to the OICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.	Bidder proposes that LD shall be the sole remedy herein and requests to delete the strikethrough as stated below: vi. The right to levy the penalty is in addition to and without prejudice to other rights/ remedies available to the OICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.	Please be guided by the RFP
89	157	4.64.4 Other Conditions	viii Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, ticket details and resolution time report etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by OICL and will be performed by OICL or OICL appointed third party	Bidder proposes to delete the strikethrough and add the underlined as stated below: viii Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, ticket details and resolution time report etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or *once per annum with a thirty (30) days notice period to the bidder,* as required by OICL *at OICL's cost* and will be performed by OICL or OICL appointed third party	Please be guided by the RFP
90	159	4.65. Other RFP Requirements	The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall install and commission the solution, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.	The bidder proposes that, any additional costs incurred by the Bidder due to change in locations shall be borne by OICL.	The proposed solution is a cloud hosted one and any future change in hosting location will be subject to clause 4.58. "Exit Management Plan" and other related concerned clauses of the RFP.
91	159	4.65. Other RFP Requirements	b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/ audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person/ persons appointed by OICL to observe the technical and performance evaluation/ benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.	The bidder proposes that, all expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the OICL.	The wording stands revised to "b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/ audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person/ persons appointed by OICL to observe the technical and performance evaluation/ benchmarks carried out by the Bidder. Any expenses (performing the benchmark etc.) incurred for the same would be borne by the Bidder (except travel and stay) and under no circumstances the same would be reimbursed to the Bidder by OICL."
92	163	5.3.2 Technical Bid Documents	Note: 1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications/ corrigendum to this tender, if any.	Bidder proposes to add the underlined as stated below: Note: 1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications/ corrigendum to this tender, if any, *subject to the deviations submitted along with the bid proposal.*	Please be guided by the RFP
93	178	Annexure 7: Statement of No Deviation	This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, payment terms, integrity pact, SLAs, Scope and the terms and conditions as mentioned in the said RFP including all corrigendum/ amendment floated by OICL pertaining to Selection of Vendor for Supply, Installation, Implementation, development and Maintenance of Web Portal and Mobile app. Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP or subsequent corrigendum/ amendment stands null and void.	Request to add the underlined matter and remove the strike through part of the clause as under: This is to confirm that we have submitted a no deviation bid and *subject to the deviations submitted along with the bid proposal* , we unconditionally accept all requirements, payment terms, integrity pact, SLAs, Scope and the terms and conditions as mentioned in the said RFP including all corrigendum/ amendment floated by OICL pertaining to Selection of Vendor for Supply, Installation, Implementation, development and Maintenance of Web Portal and Mobile app. Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP or subsequent corrigendum/ amendment stands null and void.	Please be guided by the RFP

94	184	Annexure 13: Non-Disclosure Agreement	4. Term: This Agreement shall be effective from the date hereof and shall survive the expiration, cancellation or termination of this Agreement. 9. Indemnity: The Vendor shall defend, indemnify and hold harmless The Oriental Insurance Company Ltd, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.	At the outset, the Bidder proposes to make this NDA mutual and make the term as six (6) years. Additionally, the Bidder seeks clarity on the term of the Confidentiality agreement as it is ambiguous. Also, the Bidder proposes that the survival period for the NDA should be two (2) years post termination/expiration. 9. In the indemnity clause, the Bidder proposes to delete the indemnity for breach of representation and warranties by the Bidder.	Please be guided by the RFP
95	188	Annexure 14: Integrity Pact	7. Fall Clause	Bidder request OICL to delete the "Fall Clause" from the Integrity Pact.	Please be guided by the RFP
96	79	3.1.32	The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, consultants or any other third-party agency engaged by the OICL will be immediately resolved. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/ enhancements, as necessary, to the proposed software solution.	Provided, audit shall be conducted after serving prior intimation not less than 7 days prior to any such audit.	Please be guided by the RFP
97	133	4.11	The Bidder must accept the payment terms proposed by OICL. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.	With Regards to Delivery SLA & Payment Terms, Tech M must have B2B agreement with Vendor & OEM Party.	Please be guided by the RFP
98	139	4.3	If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract. The vendor may be debarred from applying for any future bids.	LD to be levied on the unperformed portion of total contract only.	Please be guided by the RFP

99	131	4.3. Sub-contracts	Sub-contracting is not allowed under the RFP. In case sub-contracting any of the activities under the scope of this RFP is required, the bidder needs to notify and take prior permission in writing from OICL.	Recommending to have sub-contracting allowed in this bid. Tech Mahindra will provide all details of their sub-contractors along with the roles and purpose of their involvement in this contract.	Please be guided by the RFP
100	131	4.4. Acceptance of the Solution	In case of discrepancy in cloud infrastructure/ sizing and related software supplied and not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 3(Three) weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks.	Consider modifying the clause as "In case of discrepancy in cloud infrastructure/ sizing and related software supplied and not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall correct the discrepancy within mutually agreed timeline." Propose removal of the wording "right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks." from the clause.	Please be guided by the RFP
101	139	4.30. Liquidated Damages	If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price.	Consider capping Liquidated damages up to maximum deduction of 5% of the Delayed Deliverables Cost.	Please be guided by the RFP
102	139	4.32. Force Majeure		Request to add below statement at the end of the clause If the Force Majeure situation continues beyond 90 days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.	Please be guided by the RFP
103	141	4.42. Cancellation of the contract and compensation	OICL reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company	Propose removal of wording recovery of expenditure incurred by company.	Please be guided by the RFP
104	147	4.57. Warranty and On-Site Maintenance	The OEM may from time-to-time release Updates/ Upgrades/ New releases/ New versions and notify the OICL about the same. The Bidder agrees that all such Updates/ Upgrades/ new releases/ new versions, as and when released during the term of warranty will be implemented without any additional cost to the OICL.	If any changes required in Hardware or infrastructure due to implementations of updates, upgrades & patches, then Bank to procure and provide required hardware / infrastructure upgradation.	Please be guided by the RFP
105	152	4.64.1 Service Levels for Issue Resolution	The cumulative penalty will be not exceed 10% of Quarterly payments for every quarter.	Propose the cumulative penalty will be not exceed 5% of Quarterly payments for every quarter.	Please be guided by the RFP
106	157	4.64.3 At Risk Amount	The quarterly At-Risk Amount ('ARA') shall be 15% of the estimated quarterly pay-out of the respective month. In case maximum penalty is imposed for more than two times in a year, OICL will impose an additional penalty of 5% of the quarterly charges and may consider termination of services. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (Ten per cent.) of the contract value	Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 5% (Five per cent.) of the respective year AMC/ATS cost.	Please be guided by the RFP
107	21	1.7 Project Timelines	1. Planning phase T+4 weeks (Maximum) T- Date of issuance of Purchase order to successful bidder	Request OICL to provide a lead time of 8-12 weeks to mobilize the team comprising of people from multiple domains and varying skillset.	Please be guided by the RFP

108	21	1.7 Project Timelines	The Vendor shall create 3 designs for the portal and each design shall have a home page and two inner pages. From the 3 created designs, either one or a mix of designs will be selected which will then be used for the final development.	Is user experience design and wireframe creation for all the journeys part of bidder scope?	YES
109	22	1.7 Project Timelines	3. Development T+40 weeks (Maximum)	Development timeline of 40 weeks and overall timeline of 12 months is too less as we are looking at both pre login and post login features across multiple product lines for multiple stakeholders. Please extend the same to 24 months. We can have a phase wise approach with MVP getting released in 12 months. Underwriting engine and premium calculation rules configuration can be part of later phases.	Please be guided by the RFP
110	26	2.2 Existing functionalities	The mobile version of the Portal is accessible and compatible with major mobile browsers. Policies of "Oriental" can also be renewed online through WAP enabled mobile phones by visiting http:/ / m.orientalinsurance.org.in. Integration of our Web Portal with mobile WAP browser based application for the customers and Agents. Short code based integration with the SMS gateway is integral part of the mobile application.	Is development of WAP application in scope too?	Only cross platform or Native mobile app is in the scope.
111	30	3. Scope of Work	The corporate web portal of OICL is currently managed by an outsourced agency and developed on Liferay platform	Is the Liferay application different from the web portal developed by PwC through which customers can transact, make payments and track the status of various transactions?	LifeRay is used as a CMS only , however very high degree of customisation has been done .
112	26	2.2 Existing functionalities	Buy a new policy online	1. Does buying of policies involve performing need analysis based on customer goals? 2. Is this facility there in the existing system?	Need analysis is not there in the existing system however may be implemented in the proposed solution going ahead on a change request basis.
113	43	3.1.2 Technology Stack	All critical components and services to be on PaaS however non critical components/services may be Cloud Native.	1. Will non critical components/services that may be Cloud Native be deployed on cloud? 2. Will licenses for Cloud Native components/services be bought by OICL?	1. It is for the bidder to decide 2. For licensing requirements , if at all, please refer relevant sections of RFP
114	86	3.1.36 User Acceptance Testing	After installation of the software, all the features specified in the scope of work/ expected deliverables would be tested and acceptance obtained from OICL.	Our understanding is that OICL will be creating the UAT test cases and executing them too. Bidder is supposed to fix all observations raised during UAT.	Test cases and the results will have to be executed and provided by the bidder , however final UAT sign off will be given by OICL
115	124	3.4.6 Application Management / Warranty and On-Site Maintenance (Phase-II)	The Bidder shall undertake to provide an onsite comprehensive 1 (One) Year Warranty and ATS (both to run parallel) for Phase –II period post Go Live (BACK-TO-BACK with OEM/ CSP) for all supplied Software commencing from the date of Go-Live	Our understanding is that warranty is applicable only for COTS solutions. This is not applicable for the bespoke developed solution.	Please be guided by the RFP
116	147	4.57. Warranty and On-Site Maintenance	The OEM may from time-to-time release Updates/ Upgrades/ New releases/ New versions and notify the OICL about the same. The Bidder agrees that all such Updates/ Upgrades/ new releases/ new versions, as and when released during the term of warranty will be implemented without any additional cost to the OICL.	Request OICL to exclude hardware upgrades and any major software upgrades from this list. These will be taken up as separate change request.	Please be guided by the RFP
117	199	6.19	Annexure 19: Project Team Profile (Individual) Detailed	Understanding is that detailed project team profile to be submitted by successful bidder only once the project is awarded.	Please be guided by the RFP
118	3	Bid Details	Bid Document - Additional Qualification/Data Required - Scope of Work:1676455619.pdf Service Level Agreement (SLA):1676455632.pdf.	Bid Document - Both these document "Scope of Work" and "Service level Agreement "open up the same RFP document (199 pager). Is this the expectation?	For scope of work please refer RFP clause 3 and for SLA please refer RFP clause 4.64
119	21	1.7	Project Timelines	The project timelines mentioned for, requirement gathering and prototype are extremely stringent. Is OICL open for extending the timelines for planning & Requirements gathering phase?	Please be guided by the RFP

120	22	1.7 (4)	1. Section 1.7 (4): Successful completion of Regression testing and User Acceptance Testing by the Vendor UAT and delivery of test reports and results. 2. Section 3.1.34: Solution Acceptance: - OICL will carry out the acceptance tests for testing of the solution and verify that the supplied components are as per bill of material. 3. Section 4.4: The User acceptance test will be carried out by the OICL team or consultant or PMO resources as per Acceptance Test Plan (ATP) against the bill of material and systems requirements. Section 1.7 (4) mention that UAT is to be done by vendor, while as the section 3.1.34 & Section 4.4 mentions OICL will carry out acceptance tests for testing of the solution.	Section 1.7 (4) mention that UAT is to be done by vendor, while as the section 3.1.34 and section 4.4 mentions OICL will carry out acceptance tests for testing of the solution. Please clarify.	Test cases and the results will have to be executed and provided by the bidder , however final UAT sign off will be given by OICL
121	23	2.1	Existing Stakeholders of Portal and Mobile app - Customers, Corporate Customer, Agents/ POSP, Brokers, Dealers, TPA (Third Party Administrators) , Surveyor/ Investigators/ Loss Assessors, Advocate, Pensioner, Employee/ Dev. Off/ BDM/ BDE	Please share the total count and concurrent count of users for each stakeholder type	The aggregate and total count is provided in the RFP section 3.1.18 --page 62. Total number of Users: 930896 and Concurrent Users : 1400 (External) and 100(Internal)
122	23	2.1.1	Customers have a personalized dashboard for performing functions such as purchase of new policies, renewal of OICL policies as well as other company policies, Intimation of Claim, filing of Documents, registering and Search grievance, view transactions, view saved proposals, register policy, edit profile, view existing policies, online payment of premium by net banking, debit cards, credit cards etc.	Is this requirement applicable for only 11 Lobs currently available on OICL website or are there any new Lobs that need to be included as part of the new initiative?	More products / LOBs are being introduced as per the requirement and is a ongoing process.
123	24	2.1.10	Employees have a personalized dashboard to enable them to edit profile, view updates, employee search, perform and assign tasks, participate in Discussion Forum, search Proposals, intimate claims, register grievance, Guest house booking, online payment, view circulars etc.	Please provide detailed requirements for the employee portal	The detailed requirements will be provided to the successful bidder as SRS. However if the prospective bidder requires beforehand knowledge the same may be arranged by OICL at mutualy agreed date and time before final bid submition date
124	25	2.2	Offline Policy Creation: Provision For creating Policies Offline against Failed Attempts on Web Portal	Please elaborate on the requirement of offline policy creation. What offline capabilities are currently available in the existing portal?	The offline policy creation is done through generation of payment links , allowing stakeholders to save proposals , allowing entry of risk details in offline mode etc.
125	41	3.1.1	Requirement gathering: Bidder needs to coordinate will all the stake holders of the OICL and needs to develop a System requirement specifications document for portal and Native mobile app	Are all stakeholders (business & technical) available in a single city for requirement gathering? Please provide all locations/cities separately for technical & functional stakeholders responsible for providing requirements	All the stakeholders will be in the OICL corporate office at NewDelhi
126	41	3.1.1	Requirement gathering: Bidder needs to coordinate will all the stake holders of the OICL and needs to develop a System requirement specifications document for portal and Native mobile app	To what extent the TO BE requirements are documented currently? Is the bidder required to gather requirements afresh from all stakeholders?	OICL will be providing the available documentation and detailed requirements to the successful bidder
127	41	3.1.1	All the functionalities existing in the current portal of OICL and any other additional requirement at the time of SRS sign-off will have to be implemented	Please lets us know what could be the % of additional requirements compared to the baseline requirements.	The % of additional requirements will depend on the date of signing of SRS as change is a continous process as per the business requirements.

128	52	3.1.7 (36)	The system shall provide a mechanism for tracking acknowledgement of documents submitted offline by posts.	Please provide further details to understand this requirement clearly	It refers to the capability of the system to ingest any documents /images received offline in any related workflows like endorsement or claim registration or ticketing issue reporting - acknowledge the same and reflect the transaction status through notification and/or escalation to mapped matrix on the dashboard/e-mail/SMSwhatsapp notification
129	61	3.1.17	Premium Calculation: The premium calculation logic for all the products hosted in portal needs now needs to be made captive and thus will have to be hosted inside the new portal application itself for the product which will be available in portal.	For Premium calculation - please share the total count of rules along with complexity for each product. Also please inform, typically how often will these rules needs to be updated or modified.	The count of rules and the level of complexity will depend on the technique/engine to be used by the bidder to host the logic. The frequency of change will depend on the business and regulatory requirements.
130	40	3 Scope of work.	2nd paragraph	The cost incurred on Cloud is difficult to accurately predict for a span of 5years. Is the cloud related cost to be borne by bidder or OICL	This is a fixed bid RFP , Please be guided by the relevant details in the RFP for the projected consumption volumetrics
131	41	3.1.1	All the functionalities existing in the current portal of OICL and any other additional requirement at the time of SRS sign-off will have to be implemented.	As the additional requirements which will be part of SRS sign-off which could not be quantified now. Can it be taken via change management process.	Any requirement not mentioned in the SRS will be govered by the change requirement provisions of the RFP.
132			License Purchase	Any licenses or purchase required as a part of the solution will be provided by OICL?	Please be guided by the RFP
133	45	3.1.3 /26	The hyperscaler public Cloud service provider should be MeitY (Govt. of India) empaneled. The bidder will be required to migrate the application and data to an alternate MeitY (Govt. of India) empaneled hyperscaler public Cloud service provider in case the existing public cloud service provider is de-empaneled by MeitY for whatsoever reasons during the tenure of the contract, at no extra cost to OICL beyond the existing terms and conditions of the RFP.	Please remove this clause. Or can the migration can be taken up via change request process	Please be guided by the RFP clause 4.58 "Exit Management Plan"
134	46	3.1.4/5	The bidder may be asked to archive the data as per OICL archival policy either in cloud or on premise storage.	What is the frequency as per OICL archival policy.	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency depending on the RTO/RPO requirement. The archival policy is under revision and will be communicated accordingly.
135	42	3.1.2.6		Which cloud platform is of choice, is this on bidder to suggest?	It is for the bidder to decide subject to relevant clauses in the RFP.
136	42	3.1.2		What type of databases are currently being used & their currrent size.	MySql DB is currently being used . Approx size of the same is around 1 TB
137	42	3.1.2		Please provide version of each DBMS as well.	The existing portal is hosted in Mysql DB version 5.6.25
138	46	3.1.6		Please provide retention policy for backup.	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency dependinging on the RTO/RPO requirement. The archival policy is under revision and will be communicated accordingly.
139	63	3.1.19		Is there any desired achitecture ready, if yes then please share.	It is for the bidder to decide/architect subject to relevant clauses in the RFP.
140	63	3.1.19		What operating systems are required for kubernetes based cluster implementation, is it windows only, Linux only or both	It is for the bidder to decide/architect subject to relevant clauses in the RFP.
141	63	3.1.19		Please eleberate the requirement of persistent volume (Their type, size etc) if known	It is for the bidder to decide/architect subject to relevant clauses in the RFP.
142	63	3.1.19		Please share network storage requirement if any	It is for the bidder to decide/architect subject to relevant clauses in the RFP.

143	63	3.1.19			Please share document archival policy.	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency dependinging on the RTO/RPO requirement. The archival policy is under revision and will be communicated accordingly.
144	23	2	The company has set up Two-way Disaster Recovery Site in Active-Active Mode.		Please confirm, Cloud Hosting and DR will be in same India Region with multiple AZ's?. Can you explain on Two - way DR site expected?	The quoted line is from the existing on premise setup , which has got no relevance to the proposed cloud based hosting. The detailed requirement of cloud hosting model and data localisation norms is already deliberated in RFP. Please refer the same.
145	23	2	The core-insurance application is served from primary Data Center and all non-transaction reports are served from secondary Data Center.		How many corporate Data centers are available and in which location? Which is the primary and secondary?	Primary DC is in Bangalore while DR site is in Rabale-Navi Mumbai
146	45	3.1.3	The data files along with archives and individual file storage should be hosted in India for primary and secondary copies		Do you have any files/Objects/File sharing to be stored on Cloud as file storage? What is approximate file strorage exist?	It is for the bidder to decide on setting up of cloud based shared file storage to meet the RFP requirement
148	46	3.1.4	The Bidder should ensure to perform backups and restores in a full, incremental and differential manner (daily incremental and weekly full backup) to support the recovery time		What is the current Backup policy and which tool is used to take? The Backups are stored in Disk or tape level backup?	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency dependinging on the
151	48	3.1.6	The bidder has to ensure that application/ solution has the Capability to aggregate logs from all systems and applications, analyze these logs, and create visualizations for application		Please confirm, Cloud native monitoring tools can be used	Please refer to the RFP clause 1.6.2 "OEM/ CSP Eligibility Criteria" (point 34)
154	59	3.1.16	Bidder needs to establish a both way data transfer mechanism between new data store for changed data with older database (related to partner portal-GC and Vice versa) for migration/ synchronization, the necessary cost for the required connectivity has to be taken into account by the bidder for the period of migration. Thus the bidder has to factor in the cost to establish network connectivity between the on-premise data center (DC) and the proposed cloud data center (CDC) in order to transfer data. The bidder may opt for any suitable		Is there an existing site-to-site or high-speed private connectivity between on-prem and Cloud Service Providers?	No the Bidder has to provision the same
163	92	3.2.1.6	Data Deletion and Purging/ archival activity. The bidder may be asked to archive the data as per OICL archival policy either in cloud or on premise storage. Bidder needs to factor in the		Can you provide the current DB data storage size?	The current DB size is around 1 TB
166	91	3.2.1.5	Installing database software as appropriate.		What is the Database is used for this project, please share more details on the same	The choice of database for the proposed solution depends on the bidder subject to RFP guidelines
167	99	3.2.4	The bidder needs to implement cloud native/PaaS backup and restoration managed services as a PaaS to ensure Automated backup schedules and retention management, Centralized backup monitoring, Incremental backups, KMS-integrated backup encryption, etc.		What is the data retention period? After the retention period, do you need to archive for longer duration?	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency dependinging on the RTO/RPO requirement. The archival policy is under revision and will be communicated accordingly.Any requirement of longterm archival beyond the period of contract is a separate requirement and outside the scope of this RFP
168	112	3.3.4	For critical workloads ensure High Availability at all deployment levels – compute, firewall,Load balancers.		Please confirm, Prod env will have HA and Dev, UAT, Pre-prod will have single zone?	It is for the bidder to decide apart from what is explicitly mentioned in RFP as it is bidder's responsibility to maintain the SLA mentioned.
					Do you need HA for DR region?	It is for the bidder to decide apart from what is explicitly mentioned in RFP as it is bidder's responsibility to maintain the SLA mentioned.
170	57	3.1.13	Analyze Existing Integration Methods		What is the existing Integration platform used for OICL	Integration with 3rd party and other internal systems is achieved through Soap and REST based API endpoints exposed in public internet domain , No API gateway is installed.

171	57	3.1.13	The Bidder will study, analyze the existing integration methods and finalize the integration technology	How do you rate the availability of documents of existing system ?(in terms of understanding the system).	The availibility of the proposed solution will be subjected to RFP clauses as a whole
172	57	3.1.13	finalize the integration technology after considering the system technology of other applications.	Is Azure IPaaS preferred platform for Integration when other applications are being hosted in Azure	It is for bidder to decide subject to RFP requirements
173	57	3.1.13	The Bidder will be responsible for providing secure and efficient Integration of Portal to the following applications as well all other application which are in scope of the RFP	Kindly update if any specific Enterprise Application security guidelines are to be followed, Security compliance for the middleware -Interface layer to be complaint with to perform oAuth or any API security Integrating for ping federate.. Is there any specific compliance to be followed for the integration or microservices to be developed?	All compliance details have been mentioned in the relevant RFP clauses.
174	57	3.1.13	Indicative list of Boundary applications for Integration	Are there existing list of Intergration touchpoints between Indicative list of Applications. Do you have extisting Data Mapping and Integration Architecure document for each Interfaces	Existing and proposed list has been mentioned in the relevant RFP clauses. Data Mapping and Integration Architecure document is available for all existing integrations.
175	57	3.1.13	Existing functionality	How do you manage the APIs exposed by existing boundary Application. Are there any API management already in place.	No API management platform is currently implemented.
176	63	3.1.18	Point No 7 : Loose coupling through open stateless API and messaging	Is there any messaging platform for existing Integration. If yes, kindly let us know the platform name	No messaging platform is currently implemented.
177	63	3.1.18	within the OICL solution, all components must be loosely coupled using open interfaces (APIs) ensuring interoperability across components and subsystems.	Assuming all existing sub systems are Interfaced through APIs and needs to be migrated to proposed API Management solution	Yes understanding is correct
178	71	3.1.21 B	API Management Tool	Assuming Azure API Management is preferred native iPaaS solution for API Management	It is for the bidder to decide apart from what is explicitly mentioned in RFP as it is bidder's responsibility to maintain the SLA mentioned.
179	72		Deployment	Is container based deployment preferred for the iPaaS implementation?	Please be guided by the relevant RFP section
180	40	3. Scope of Work	Bidder needs to note that OICL is not looking for any COTS/ LOW Code/ No Code platform on which bidder will perform any customization for implementing the portal/ mobile app. OICL is looking for a full fledge bespoke development	For back end workflows , rule engines and content is COTS/ LOW Code/ No Code platform development is accepted.	Please be guided by the relevant RFP section
181	41	3.1.1 Requirement gathering	4. Need to finalize the approval flow and all other flow of the module like Policy issuance, customer flow, claim flow, Underwriting flow, agents flow, brokers flow etc.	Which software/tool/platform has been used currently for implemting flows.	The current solution is using Liferay Ver 6.2 as CMS
182	41	3.1.1 Requirement gathering	The Bidder shall device the system for data preparation/ migration from existing portal and mobile app into the new Portal, wherever necessary.	For inflight workflow instances, instnace data migration is in scope ?	Please be guided by the relevant RFP section
183	43	3.1.3 Deployment Model	Bidder needs to note that the application needs to be deployed on secured hyperscaler public cloud (Virtual Private cloud) and needs to be managed by bidder under back to back support from public cloud CSP.	What CSPs can be considered ?	Please be guided by the relevant RFP section
184	43	3.1.3 Deployment Model	The Bidder/ CSP should adhere to serverless computing services model i.e. Function-as-a-Service or FaaS. All critical components and services to be on PaaS however non critical components/services may be Cloud Native.	IBM Cots are not available serverless,Should not be considered in solution designing	Please be guided by the relevant RFP section

185	45	3.1.3 Deployment Model	The hyperscaler public Cloud service provider should be MeitY (Govt. of India) empaneled. The bidder will be required to migrate the application and data to an alternate MeitY (Govt. of India) empaneled hyperscaler public Cloud service provider in case the existing public cloud service provider is de-empaneled by MeitY for whatsoever reasons during the tenure of the contract, at no extra cost to OICL beyond the existing terms and conditions of the RFP.	Need clarity on MeitY (Govt. of India) empaneled clouds.	Please refer MeiTy website for the empannelled CSP
186	87	3.1.38 Training	Bidder is required to provide user training to optimal number of personnel identified by OICL on functional and technical operational aspects of the applications and in scope	Will the application support,maintenance and devlopement activities be in scope of training	The training should involve the detailed working of the proposed solution from the end user including super user/admin user perspective apart from providing high level knowledge of the solution architecture, design , the technology stacks/tools and the code-based workflows involved as per the RFP clause 3.1.38
187	81	3.1.33 Software Licensing	Ideally Bidder should not make OICL purchase/ maintain and/ or need not purchase by itself any hardware/ software/ middleware/ database licenses except cloud subscription for any critical component of the solution. Any licenses, if procured for any non critical cloud native component should be in name of OICL and should be perpetual in nature.	Is it correct understanding : Vendor will purchase and maintain licenses for OICL?	Any licenses, if procured for any non critical cloud native component should be in name of OICL and should be perpetual in nature and the same has to be purchased and maintained by the bidder.
188	76	3.1.27 Liaison with existing OICL Vendor/ OEM's	The bidder is required to liaise with the vendors of all existing applications, interfaces, delivery channel and network management of the OICL, and draw their support in integration, other applications/ utilities, interfaces and cloud infrastructure implementation. The bidder is expected to take the responsibility of managing all the applications, interfaces, infrastructure and coordinate with the OICL's vendors to meet required SLAs in addition to provide helpdesk support, facility management support, infrastructure support and system/ database administrative services	BAU support is expected from new vendor or it will be done by existing vendors?If new vendor is expected to take over - What will be the HOTO duration? More details will be required for RLS for support.	Support for all existing applications, interfaces, delivery channel and network management of the OICL etc. will continued to be done by the existing vendors. The bidder will only have to draw their support for implementation of the proposed solution
189	72	3.1.23 System Integration testing		We understand that the following is in scope for testing of the mobile and Net banking applications. Please confirm.	The testing requirements Please be guided by the RFP clause 3.1.23 is applicable for both web based mobile and desktop apps
				A)Functional validation of the mobile app and the website	The testing requirements Please be guided by the RFP clause 3.1.23 is applicable for both web based mobile and desktop apps
				b) Integration testing	The testing requirements Please be guided by the RFP clause 3.1.23 is applicable for both web based mobile and desktop apps
				c) Performance and scalability testing	The testing requirements Please be guided by the RFP clause 3.1.23 is applicable for both web based mobile and desktop apps
190	72	3.1.23 System Integration testing		Are there any existing test cases/scripts that can be leveraged? If yes, can you please provide a split across functional and performance test scripts/cases that can be re used?	The test cases/scripts for proposed solution has to be created fresh by the bidder.
191	72	3.1.23 System Integration testing		Does OICL have an existing automation framework in place? If yes :	No DevOps tools are in use at present other than source code versioning tool.
				a) Please provide details on the existing automation framework.	No DevOps tools are in use at present other than source code versioning tool.
				b) What is the %age of test automation coverage? Please provide the size of the automated suite. How much of the automated scripts can be reused?	No DevOps tools are in use at present other than source code versioning tool.

192	72	3.1.23 System Integration testing		Do you have an existing CICD pipeline established? Are the automated test scripts integrated with the CICD pipeline?	No DevOps tools are in use at present other than source code versioning tool.
193	72	3.1.23 System Integration testing		Please provide the list of tools currently being used at OICL for the following:	No DevOps tools are in use at present other than source code versioning tool.
				a) Test and defect management	No DevOps tools are in use at present other than source code versioning tool.
				b) Test automation	No DevOps tools are in use at present other than source code versioning tool.
				c) Performance testing	No DevOps tools are in use at present other than source code versioning tool.
				d)Performance monitoring	No DevOps tools are in use at present other than source code versioning tool.
				e)Security testing	No DevOps tools are in use at present other than source code versioning tool.
				f) Accessibility testing	No DevOps tools are in use at present other than source code versioning tool.
				g) DevOps / CICD	No DevOps tools are in use at present other than source code versioning tool.
				Any other tool that is being used at OICL that we should be aware of?	No DevOps tools are in use at present other than source code versioning tool.
194	72	3.1.23 System Integration testing		We assume that test data management and test environment management will be owned by OICL. Please confirm	Test cases and the results will have to be executed and provided by the bidder , however final UAT sign off will be given by OICL
195	87	3.1.38	Training deliverables shall be: o User Training Plan o Training Material (in English) o User Manuals including customizations specifically done for OICL.	Looking at the training schedule we assume the training modality is either classoom/Virtual classroom, please confirm if our understanding is correct	Classroom mode is preferred
196	87	3.1.38	General	Training for Mobile App is mentioned as 15 days? Can we recommend the duration based on Module scope?	Please be guided as per the RFP
197	87	3.1.38	General	Can we also propose self-learning training contents which can be integrable with in the help section of the portal?	Please be guided as per the RFP
198	87	3.1.38	General	Do we have to include travel cost to deliver the training by our application SMEs? What are the locations?	All costs related to training including travel has to be borne by the bidder. The location is OICL corporate office (HO) at Newdelhi.
199	15	Section 1.3	deployed on secured public cloud (Virtual Private cloud architecture) based on PaaS (Platform as a Service – all critical components and services to be as PaaS however non critical components/services may be Cloud Native)	Do we consider Analytics and reports as part of non-critical systems? Accordingly can the same be developed using cloud native services?	Please be guided as per the RFP
200	23	Section 2.1	Customers have a personalized dashboard for performing functions such as purchase of new policies	The term "Dashboard" has been used liberally in the RFP. Our understanding is that most of the references of dashboard are actually screens in mobile app and/or portal. Kindly confirm.	The functionalities of the proposed solution have been clearly stated in the RFP , the term "dashboard" may be interpreted accordingly.
201	24	Section 2.2	Existing Functionalities	It is assumed that for purpose of analytics existing INLIAS system will expose required customer and policy details through APIs. Kindly confirm.	In the proposed solution the analytics will be based on both the captive data and API integrations with any other systems including INLIAS
202	24	Section 2.2	Existing Functionalities	Is INLIAS a custom built application or a COTS product that has been customized for OICL?	INLIAS is a proprietory software custom built for OICL
203	28	Section 2.2	Discussion Forum	For purpose of Data Migration it is understood that existing Discussion Forum SDK logs maintains the history of discussion. Same has to be only integrated with new portal, no data migration is necessary.	The data migration is required for discussion forum data also.

204	49	Section 3.1.6 Point P	The vendor has to implement/ enable script (e.g. cookies) that is able to read, store, and write information on user's browser and device. The information processed by this script to include data relating to the client which may include personal identifiers (e.g. IP address and session details) and browsing activity. The solution should be able to use this information for various purposes - e.g. to deliver content, maintain security, enable user choice, improve OICL sites, and for marketing purposes etc. A	Are you looking for solutions for generating hyper personalized offers using Customer Data Platform (CDP) and Marketing automation tools? SI to propose the same?	The proposed solution should be having the capability for implementing personalised offers as a future requirement
205	54	Section 3.1.11	Bidder to provide business users with a simplified view of their data to enable interactive self-service BI and data discovery using data visualization tool	Are the reports to be accessed/used only by OICL employees or the same will be extended to agents/3rd parties as well?	The reports are to be accessed/used by all the stakeholders as per the role.
206	54	Section 3.1.11	Bidder to provide business users with a simplified view of their data to enable interactive self-service BI and data discovery using data visualization tool	Carrying on from above question - Kindly provide the breakup of report users in terms of a) Power Users - who can do self service, slice and dice of reports, create adhoc reports b) Consumers - who will download a report (in form a PDF, CSV) e.g. agents, end customers etc.	The overall break up of the reports have been provided in the RFP section 3.1.11 Analytical suite and Dashboard for Data Analytics , point # 29) all the reports are to be downloadable in pdf , csv and excel formats . The role based distribution will be part of SRS.
207	54	Section 3.1.11	The Bidder/ CSP should provide fully managed big data analytics platform (Apache Spark/ flink framework or equivalent)	Are you looking for Big Data capabilities which can be enabled in future with existing architecture or you need unstrctured data analytics on day zero of Go-live.	It should be available on GO Live .
208	54	Section 3.1.11	Analytical suite and Dashboard for Data Analytics	Do you have any existing core Analytics platform, where the new portal/app has to ingest data on a regular basis?	Bidder has to provision the analytics platform within the scope of the proposed solution.
209	54	Section 3.1.11	Analytical suite and Dashboard for Data Analytics	How do you perform analytics on customers, agents who are not coming through channels other than website/app.. e.g. direct customers visiting branch, agent submiting offline policies?	OICL has seprate BI tool for core solution
210	54	Section 3.1.11	Analytical suite and Dashboard for Data Analytics	Please list the systems that will act as source systems for purpose of Analytics.	The Anlytics to be done on the data generated and/or ingested by the proposed solution only.
211	54	Section 3.1.11 Point 3	The Solution shall have comprehensive settlement/ reconciliation Audit Trail Report and complaint redressal mechanism.	Kindly confirm the name of the core system which currently maintains settlement/ reconciliation Audit Trail and complaint redressal details. It is assumed to be INLIAS. Kindly validate.	The existing portal maintains the transaction settlement/ reconciliation Audit Trail and complaint redressal details for the transactions routed through it . The settlement hereby does not mean claim settlement.
212	54	Section 3.1.11 Point 5	ETL implementation for data synchronization	Do you have any existing ETL and Reporting tool licenses, which can be reused? Or we are free to recommend any ETL and Reporting tool of choice?	No We don't have,It is for the bidder to decide
213	54	Section 3.1.11 Point 6	Data Repository (local data mart) to support Analytics for Portal business	How many years of historical data to be maintained for purpose of Analytics and reporting	All the data generated and migrated to the proposed solution is in the scope.
214	56	Section 3.1.11 Point 29	The Bidder/ CSP should provide fully managed big data analytics platform (based on Apache Spark framework) for processing and analysing vast amounts of data offered as a native cloud service	Carrying on from above query, kindly confirm the use cases where you envisage requirement of unstructured data for analytics?	The OICL plans to come out with usage based products and also plans to integrate the social media channels , it is expected that unstructured data will flow in from these sources.
215	56	Section 3.1.11 Point 31	The Bidder/ CSP should offer fully managed data modelling and visualization service	Can we propose SaaS offerings for visualization?	SaaS mode is NOT envisaged as per the RFP
216	14	Section 1.1	The company also has a presence in Nepal, Dubai and Kuwait.	Is the new portal and app to be used outside India (Nepal, Dubai, Kuwait) as well?	Yes
217	59	Section 3.1.16 Point 5	Bidder needs to ensure that all the data (Existing Profiles, existing transaction details etc.) is intact during migration	For purpose of data migration it is understood that only customer profile data and agent profile data has to be migrated. Kindly confirm	All the data (for all existing Profiles, existing transaction details etc.) has to be migrated
218	59	Section 3.1.16 Point 5	Bidder needs to ensure that all the data (Existing Profiles, existing transaction details etc.) is intact during migration	Historical transactions, KYC details, payments, policy details etc. are all maintained in core insurance system INLIAS, therefore they are not required for purpose of migration. Kindly confirm	All the data (for all existing Profiles, existing transaction details etc.) has to be migrated. The data includes Historical transactions, KYC details, payments, policy details etc. also.

219	59	Section 3.1.16 Point 5	Bidder needs to ensure that all the data (Existing Profiles, existing transaction details etc.) is intact during migration	For purpose of data migration it is understood that OICL will provide business rules and/or resolution in case of conflict or multiple records (email id, phone number etc.) for same user/customer etc.	Understanding is correct
220	59	Section 3.1.16 Point 5	Bidder needs to ensure that all the data (Existing Profiles, existing transaction details etc.) is intact during migration	Kindly confirm, if OICL has planned phased migration approach. If so, kindly elaborate the same.	The project implementation phases have already been mentioned in RFP
221	62	3.1.18 Point 3 & 6	No of registered users - 805632 No of users - 2951091	Kindly elaborate the difference between registered users and users that has been highlighted under point 3 and 6	The registered users are the one who have created their full profile in the portal. Whereas users can buy policies without explicit registration also the other category belongs to them.
222	62	3.1.18 Point 6	No of users - 2951091	Kindly provide a breakup, how many of the users were employees, agents, surveyors, end customers..	The break up is already provided in page #62 RFP section 3.1.18
223	129	Section 3.5 Point w	AI ML Assessment and Review	It is understood that OICL is looking for a consultant to create AI/ML roadmap. Any use case identified as an outcome will be routed through change request mechanism, for efforts, schedules and commercials.	The concened RFP only mentions the role of CSP in assisting to finalise usage of AI-ML based data analytics by suggesting how AI-ML can create business outcomes using OICL's use cases and datasets based on the CSP platform capability.
224	74	3.1.25	Omni-Channel Communication: The Chatbot should have omni channel messaging support for clients over Website, Mobile, Social Media (WhatsApp, Facebook Messenger, Instagram, Twitter, WeChat, etc.), Phone Call (IVR Integration), Smart Devices (Alexa, Google Home Assistant) through use of Machine Learning/ Artificial Intelligence/ Speech to Text/ Natural language Understanding in IVA Transactional Capability to enable smooth interaction with customers	Do you have an existing IVR platform that the solution needs to integrate with?	No IVR platform is currently existing.
225	75	3.1.25	Allow human handover- The solution to have capability where user can directly chat with Human on the same chat client whenever he wishes to or if the BOT is not able to assist the user it will automatically transfer the chat or call to Live agent for further support through Agent Screen Option/ Agent assist/ Knowledge Based search	Do you have an existing Live agent chat solution that the solution needs to integrate with?	No Live agent chat solution existing currently.
226	76	3.1.25	Post deployment ready to provide skilled manpower for proactive monitoring, technical and functional support.	What is the scope of support? Is 8X5 Support sufficient?	The support will be as per the SLA guidelines mentioned in the RFP.
227	76	3.1.25	Platform should support Unified Multi Channel Real-time and Historical Reporting and pre defined real time and historical reports	Can you share the list of reports that are needed?	The reporting requirements are mentiones in the subsequent points #2 to #7 , page 75 , under RFP clause 3.1.25
228	50	3.1.7		Please provide list of User types (target Primary user groups) and user roles who will be using Portal	All the existing roles / user types using the current portal apart from few other roles like investigators etc. are expected to use the proposed solution.
229	50	3.1.7		Please provide number of front-end screens to be considered for Web portal UI development	It depends on the bidder's design of the UI and UX
230	50	3.1.7		We assume OICL recruit/arrange participants (target user-wise) for user research, formative UT and summative UT, design thinking workshops. Please confirm	Currently no such workshops or participants are engaged.
231	50	3.1.7		Is Back Office and front office modules in scope? If yes, please provide more details (features, user flow)	There is no separation in the RFP document as back office and front office. Please refer RFP for functionalities required.
232	50	3.1.7		Accessibility: Please confirm on WCAG version and Conformance level to be considered for Scope?	Please refer page # 69 , point # 2 under subheading "Audit/ Others"

233	50	3.1.7		Accessibility: We assume, will OICL arrange for real time users required for accessibility testing . For e.g.: Person with visual disability.	OICL will provide the UAT sign off .
234	50	3.1.7		Accessibility: Please let us know Mobile devices and OS versions for testing accessibility.	It will be same as versions mentioned in page # 50 , point # (l) under R. (Mobile Application)
235	50	3.1.7		Accessibility: a) Please let us know Mac machine accessibility testing is required?	It will be required for versions mentioned in page # 50 , point # (l) under R. (Mobile Application)
236	50	3.1.7		Accessibility: a) Please let us know preferred screen readers to be used for desktop web. (JAWS/NVDA) b) Please let us know preferred accessibility tools for Screen magnifiers (Ex: Zoom text). c) Please let us know preferred Automation Tools (Ex: Wave, Web AXE, Accessibility insights, Sort site)	It is for bidder to decide
237	50	3.1.7		"Must support responsive web design and multi-channel rendering of applications and content on smart phones, tablets, desktops and kiosks without duplicating the application code or logic." Please provide more information related Kiosks requirements a) Target User Group b) Features and Functionalities required for Kiosks	The target group and functionalities are to remain same.
238	50	3.1.7		Please provide list of languages to be supported for web portal	Please refer RFP section 3.1.28 "Bilingual'
239	50	3.1.7		Are there any performance, maintenance, or user experience issues with the current application that the end users are having to deal with?	Please be guided by the requirements in the RFP , historical experiences since are dependent on multiple parameters is not required for designing the proposed system
240	50	3.1.7		provide a mechanism for tracking acknowledgement of documents submitted offline by posts. Pls elaborate?	It refers to the capability of the system to ingest any documents /images received offline in any related workflows like endorsement or claim registration or ticketing issue reporting - acknowledge the same and reflect the transaction status through notification and/or escalation to mapped matrix on the dashboard/e-mail/SMSwhatsapp notification
241	18	Eligibility Criteria	The Bidder should have had a minimum turnover of INR 200 crore in each of the last three financial years (2019-2020, 2020-2021 and 2021-22).*	Please reduce the turnover from 200 crore to 4 crore in last 3 years.	Please be guided by the RFP
242	18	Eligibility Criteria	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission	Please allow CMMI Level 3 Company also for bidding.	Please be guided by the RFP

243	14	1.3 Project Objective	In section 1.3 Project Objective it is mentioned as : Select Vendor for Supply, Installation, Implementation, development and Maintenance of Web Portal and Mobile app to be deployed on secured public cloud (Virtual Private cloud architecture) based on PaaS (Platform as a Service – all critical components and services to be as PaaS however non critical components/services may be Cloud Native) model of deployment using micro services based and containerized architecture and is to be capable of performing fresh policy issuance and renewals (to be setup in a loosely coupled and independent fashion with OICL core policy administration system) with near real time/ batch mode sync to OICL core insurance policy administration system and/ or operational data store of OICL. OICL thus proposes to invite online bids from eligible bidders having proven past experience in designing, developing and maintaining Portal and Mobile app on secured public cloud infrastructure (virtual private cloud architecture) capable of hyper scaling for the same.	Can you please confirm whether the expectation is a Public cloud OR a Private cloud. If it is a Public cloud does OICL have any preference ?	It is clearly mentioned that Web Portal and Mobile app to be deployed on secured public cloud (Virtual Private cloud architecture) based on PaaS (Platform as a Service) . It is for bidder to decide
244	19-20	1.6.2 OEM/ CSP Eligibility Criteria	Proposed solution need not be the proposed version of the solution	Can you please eloborate what is meant by this ?	The clause intends to make it sure that the fully tested and hardened software stacks , modules and/or codes to be moved to production and not beta version of the same to be committed to production.
245	61	3.1.18 Sizing, Auto Scaling, Performance and Projections	Total No. of registered Users.	1) Can you please provide a split between the following user groups 2) also the total number of transactions per month performed by each user group : eg: Number of quotes , Number of Proposals, Number of Policies Generated, Number of Claims intimated etc 3) Total number of active users across each group Customers Corporate Customers Agents / POSP Brokers Dealers TPA Surveyor Advocate Pensioner Employee	1) and 3) The split between active user groups is mentioned in page # 62 , RFP clause 3.1.18 , 2) The portal currently is used predominantly by Agents upto 60% of transaction on an average , 20% by direct customers and rest by other channels
246	62	4. No. of policies sold through portal	No. of policies sold through portal	Does this number include all channels such as buy online, agents, corporate partners etc ?	yes
247	54	3.1.11 Analytical suite and Dashboard for Data Analytics	19. ETL implementation for data synchronization (De-Dupe check using parameters like name, father's name, age, dob etc. on Client Master table , Automatic Contactibility Tracing where proper mobile nos are only accepted by system) 20. Master Data Repository (local	Is there a requirement to build a de-dupe engine ?	It is for bidder to decide depending on the source and target data structure designed.

248	124	3.4.6 Application Management / Warranty and On-Site Maintenance (Phase-II)	Helpdesk, L1,L2,L3 services	Please provide the support window expected for the application management services (no.of days in a week & no.of hours in a day) for : Helpdesk L1 L2 L3	The service window for Helpdesk/L1 , L2 and L3 is clearly mentioned in the RFP section 3.4.6 Application Management / Warranty and On-Site Maintenance (Phase-II)
249	123	3.4.4 Application Management/ Helpdesk Support	Helpdesk team will be the front-end team who will pick up all the call related to portal and mobile app from all stakeholders whether internal or external.	Is there a requirement for setting up of toll-free number for calls ?	No
250	21	1.7 Project Timelines	Go-Live - T + 52 weeks	Based on our experience in similar implementations, we think that a Go-live timeline of 40 weeks (which includes grounds-up development of Portals/mobile app for various lines of businesses, multiple user groups, infrastructure setup and other requirements in the RFP) is very less. Can the bidder come up with their own implementation plan & timelines based on their industry experience ?	Please be guided by the RFP
251	61	3.1.17 Premium Calculation and Document Generation	Underwriting Logic	Does OICL have a Business Rule Engine in place? Kindly share the details Understand that OICL wants to externalise the underwriting logic from the core INLIAS, Kindly share the following information. 1) The number of rules along with the complexity product wise. Please provide sample rules for each product LOB Wise. How many products to be considered 2) Are the rules /logic readily available and documented? 3) Will the underwriting workflow and user interface continue to remain in existing OICL applications? 4) Post externalization, will the rules continue to be maintained in the existing OICL core application? How does OICL envisage maintenance and synchronisation of rules across multiple system	OICL does not have any business rule engine in place for portal.The calculation logic and relataed documentation for products to be hosted will be provided by OICL.The rules and workflows will continue to be maintained in OICL core policy issuance system and will be used by the operating offices. The externalisation of rules and portal workflow will be used only by external users. The complexity and number of rules are subject to how the bidder is implementing the same, OICL will provide the generic rule and logic to be implemented.
252	61	3.1.17 Premium Calculation and Document Generation	Premium Calculation	1) Please share details of existing premium calculation / quote generation engine. 2) The number of rules along with the complexity product wise. Please provide sample rules for each product. 3) How many products to be considered 3) Are the rules /logic readily available and documented?	OICL does not have any business rule engine in place for portal.The calculation logic and related documentation for products to be hosted will be provided by OICL.The rules and workflows will continue to be maintained in OICL core policy issuance system and will be used by the operating offices. The externalisation of rules and portal workflow will be used only by external users. The complexity and number of rules are subject to how the bidder is implementing the same, OICL will provide the generic rule and logic to be implemented.
253	24	2.2 Existing functionalities	Online Policy Selling	Please confirm the final list of products that will be available for online buy for customers in the new system. The product list available in section 1.3 and section 1.18.2 is different. Kindly also share the list of business processes that willl be available on the portal product wise. For example inc ase of motor - renewal, rollover, new etc	There are currently 30 different products LIVE in OICL portal. All the existing workflows are already mentioned in the RFP section 2.2 Existing functionalities pages # 38 and page #39
254	24	2.2 Existing functionalities	Claim Intimation acceptance from Portal	Please specify the number & list of products for which this functionality needs to be enabled	For all the products allowed through OICL core policy issuance system
255	24	2.2 Existing functionalities	Queries like Policy Status and Claim Status, etc.	Please share details of the integration layer along with technology stack. Also share the detailed list of APIs (product-LoB wise)available on the integration stack. Is the backend functionality already available as microservcies?	The integration is achieved through a mix of stored procedures and APIs exposed by core policy issuance system. Backend functionality is a monolith application.

256	24	2.2 Existing functionalities	Data updation from INLIAS Database	Please specify frequency and the type of data that are synchronized between current portal and INLIAS Database 1) Kindly share the list and number of batch jobs 2) Kindly share the type of data 3) Please share the data that is expected to be stored in Portal database and the retention period	The integration is achieved through a mix of stored procedures and APIs exposed by core policy issuance system. No data synch is achieved through batch process. The current portal database size is 1 TB.
257	25	2.2 Existing functionalities	SMS and E-Mail Alerts	Please confirm if OICL already has a communication management system to send notifications and alerts to the users. Can it be reused?	The RFP mandates bidder to implement independent notification system
258	25	2.2 Existing functionalities	Bill desk Payment Gateway	Please confirm if OICL already has module to handle failures and retries for payments and integration with multiple payment gateways. Can it be reused?	It can not be reused.
259	25	2.2 Existing functionalities	GI Council for OMP Verifications	Kindly confirm that the webservice related to this functionality will continue to be available. A simple screen is required to enter details of the insured for verification from INLIAS. No other external integration is required	All external third party webservices will continue to be available . The complexity of the integration will depend on the workflow of the integration.
260	25	2.2 Existing functionalities	Mobile Point of Sale (MPOS)	Please elaborate on the functional requirement with MPOS. 1) Is the integration required only for premium payment. 2) Number of such MPOS devices	MPOS integration is currently not functional.
261	25	2.2 Existing functionalities	Offline Policy Creation	Kindly let us know how is the offline capability provided in the current setup? Is there a mobile App that has offline capability? For which devices , the offline capability is required?	Offline policy creation refers to retry of transactions which failed at the first attempt
262	26	2.2 Existing functionalities	Mobile Access	Please share the detailed list of functionality availability in the mobile version	All the work flows available in web version are to be present in mobile app also.
263	26	2.2 Existing functionalities	Online Policy Renewals	Please list the products for which renewals is required on customer portal	For all the products allowed through OICL core policy issuance system
264	27	2.2 Existing functionalities	Buy a new online policy	Please share details of section 3. Could not find the section	Kindly ignore mention of section 3 , the list of new products is being added as corrigendum
265	27	2.2 Existing functionalities	Register Grievance	Please share the details of Grievance management module. Understand that portal will only integrate with the same	The grievance management module is built around the IRDAI bima bharosa portal and is integrated with the same. The specifications and details of the IRDAI setup is public document , kindly refer the same.
266	28	2.2 Existing functionalities	Renew the existing policy of OICL	Kindly share details of Section 4	Kindly ignore mention of section 4 , all the products allowed through OICL core policy issuance system is allowed .
267	30	2.2 Existing functionalities	View saved proposals	Kindly confirm the proposals will be saved in INLIAS system.	Yes
268	28	2.2 Existing functionalities	EE Forms	Please confirm how many eforms are already available and the technology used to build eforms.	E -proposal forms and E-claim forms as editable and printable PDF documents to be made available for all the products.
269	28	2.2 Existing functionalities	Download Policy	Kindly confirm that portal will only provide link to the policy copy. The policy copy will be fetched from existing documentum DMS available at OICL / generated from INLIAS	In the existing setup the policy copy is dynamically generated from OICL core system and a link is provided.
270	29	2.2 Existing functionalities	The Brokers home page contains the number of documents issued in the current month, during the financial year upto last month, premium collected in the current month, total premium collected during the financial year upto last month, brokerage earned in the current month, total brokerage earned during the financial year up to last month and the broker also gets the alerts.	Please confirm that the data required will be available for the proposed portal to display.	The data is fetched from OICL core
271		General		Please confirm the list of products to be made available for buy online, renewal, claim initimation	The are around 30 products available for buy new and non oicl renewals . For OICL renewals and claim intimation all the products allowed through OICL core policy issuance system are enabled
272	30	2.2 Existing functionalities	TPA Portal : View Premium	Kindly confirm on the list of products for which TPA will be able to view premium	TPA will be able to view premium for only those policies which are allocated to them.

273	30	2.2 Existing functionalities	View communications	List the type and frequency of communications that TPA can make on portal	The frequency of e-mail and SMS communication will depend on the usage of the "View Communication" setup by TPA
274	30	2.2 Existing functionalities	My pending Tasks	Kindly give details of the tasks that a Surveyor will be able to preform on the portal. This will be required to assess the functionality that is required to be built. Is the surveyor portal available in the current setup	Please refer RFP pages # 30 , 31 and 39 for details
275	30	2.2 Existing functionalities	My pending Tasks	Kindly give details of the tasks that an Advocate will be able to preform on the portal. This will be required to assess the functionality that is required to be built. Is the advocate portal available in the current setup	Please refer RFP page # 39 for details
276	31	2.2 Existing functionalities	Pensioner Portal	Please giev detail list of functionality and the integrations required for pensioner's portal	Please refer RFP page # 39 for details
277	31	2.2 Existing functionalities	Portal admin	Kindly specify functionality required in this .	Please refer RFP page # 39 for details
278	31	2.2 Existing functionalities	Employee Portal	Kindly share list of business functionality that will be required on employee portal. Also share the role of employees that will be using this portal	Please refer RFP page # 39 for details
279	31	2.2 Existing functionalities	Dashboards	Kindly confirm that the dashboard data in required form will be available to the portal. The proposed portal only has to render the data on UI	Currently the data is rendered from OICL core.
280	32	2.2 Existing functionalities	Manage Data	We understand that data related to offices, employees and customers will be stored and maintained in existing OICL systems and need not be stored in portal database. Please confirm if HRMS system is available at OICL to manage employees.	The data is fetched from OICL core , however datasets generated through portal are captively available also.
281	32	2.2 Existing functionalities	Manage Agent Registrations	Please confirm that agency management is handled by a seperate module in OICL applications. The agent related master data will not be stored in the portal database. Only SSO integration will be required to access the functionality through portal	Agency master data is also available at portal subject to validation by core.
282	32	2.2 Existing functionalities	Payment reconciliation	Pls confirm that payment reconciliation processes is handled in the OICL financial system. Only SSO integration will be required to access the module using portal	Payment reconciliation of the electronic payments done through portal is maintained at portal
283	33	2.2 Existing functionalities	Complaint Register, Report on pending cases with different level, Grievance analytical reports.	Pls confirm that the the reports mentioned in these sections ae available in the current setup. Only link to view the reports to be provided in the portal. No new development of reports required	All the reports have to be developed in the proposed instance of the portal. Other than existing data nothing is envisaged to be migrated.
284	33	2.2 Existing functionalities	Common Website Contents	Kindly give the details of the common website contents: 1) Number of web pages 2) Type of Data and respective size	1) There are around 600 pages 2) There is around 1 TB of structured data and content
285	35	2.2 Existing functionalities	OICL Portal integration with Web aggregator : "Integration with various Web aggregator is required where the portal will receive web service calls from aggregators and send the details to INLIAS for premium calculation and generation of policies. So multiple web service may be developed for this generic module. In future OICL may add or remove any aggregator with minimum effort."	Please give details on how the web aggregators are integrating with OICL. Also give a detailed list of webservices already available for web aggregators product wise. List the webservices envisaged to be developed in future?	Few Web aggregators/Brokers are currently having role based registration in portal. Others are integrated through portal using publicly exposed webservices . Each product has a separate wbservice . The number of webservice will depend on the new products to be onboarded.
286	35	2.2 Existing functionalities	OICL Portal integration with broker : "Integration with various Broker is required where the portal will receive web service calls from Brokers and send the details to INLIAS for premium calculation and generation of policies. So multiple web service may be developed for this generic module. In future OICL may add or remove any Broker with minimum effort.."	Please give details on how the brokers are integrating with OICL. Also give a detailed list of webservices already available for brokers product wise. List the webservices envisaged to be developed in future?	Few Web aggregators/Brokers are currently having role based registration in portal. Others are integrated through portal using publicly exposed webservices . Each product has a separate webservice . The number of webservice will depend on the new products to be onboarded.

287	36	2.2 Existing functionalities	Integration with various Banks is required where the portal will receive web service calls from Bank branches and send the details to INLIAS for premium calculation and generation of policies. So multiple web service may be developed for this generic module. In future OICL may add or remove any Bank with minimum effort.	Please give details on how the banks are integrating with OICL. Also give a detailed list of webservices already available for banks product wise. List the webservices envisaged to be developed in future?	Banks are also consuming webservices exposed by portal .Each product has a separate wbservice . The number of webservice will depend on the new products to be onboarded.
288	37	2.2 Existing functionalities	SEO :-Natural Search Optimization – test content structure, linking strategies, and sitemap to ensure consistent natural search engine page rankings. Follow Google's 'PageRank' methodology and Webmaster Guidelines to ensure best practices are followed. OICL expects to be found within the first 10 results.	Does OICL have a team to continously refresh the SEO parameters?	No
289	36	2.2 Existing functionalities	Document Upload	We understand the complete features of document management functionality auto mailing feature is already available in existing OICL systems. Pls confirm	Currently the documents are pushed to OICL ECM tool. The portal also uses the opensource Alfresco captively.
290	38	2.2 Existing functionalities	Different level of access to different category of agents,	We understand that agent hierarchy and access related to roles and levels will be managed in existing OICL applications. Please confirm	It is maintained in portal based on the validation from OICL core during registration
291	37	2.2 Existing functionalities	Online Live Chat in Portal	Kindly share the details of online live chat available in portal. Please confirm if only integration will be required with available solution	Online LIVE chat is currently not functional.
292	58	3.1.13 Application integration	The link provide by the bidder has to be in Active – Passive at DC and DR.	It is understood, OICL require each of the sites of OICL DC & DR needs to be provided with dual link in Active-Passive configuration with the cloud provider. Please confirm.	Yes
293	58	3.1.13 Application integration	Bidder also need to note that the link should be monitored and maintain by the bidder only and the link which will be provision by the bidder at DC should from different service provider.	It is understood that links at DC and DR needs to be from different service provider. Kindly confirm.	Yes
294	89	3.2.1.1 Domain Services/ Database management	The scope of the database management services includes all data and database management of in scope applications activities on the production, non-production and disaster recovery environment that will be included as part of this service. The expected database management services can be further defined by the following high-level service requirements:	Kindly share the details of databases to be managed (platform, version, count, capacity etc.)	The existing portal is hosted in Mysql DB version 5.6.25 . The database size is around 1 TB. However for the new proposed portal the DB as PaaS has to be decided by the bidder subject to RFP requirements.
295	98-99	3.2.3 Domain Services/ Storage Management	Granting OICL access to the storage management system from all applicable locations where the Services are performed, and allowing OICL to monitor and view the knowledge database on an ongoing basis (including Authorized Users)	It is understood that OICL wants to monitor storage system at the storage volume level, not the device hardware level. Kindly confirm.	Yes
296	99	3.2.4 Domain Services/ Backup and Restoration Management services	Equipment shifting within the premises including reinstallation/ configuration and calling & labelling	In cloud hosting where infrastructure is provided as a service, the ownership of hardware assets remains with the cloud service provide including the support responsibilities. Kindly clarify whether OICL plans to own the hardware and shift those to OICL datacentres.	Any shifting to OICL on premises or any othe CSP will be as per the Exit management clause 4.58 of RFP.
297	104	3.3.1 Cross Functional Services/ Incident Management and IT Infrastructure Support Services	Receiving incidents through helpdesk tools and taking necessary action. The successful bidder shall update the status of the ticket as and when desired	It is understood that the scope of this service is limited to the underlying cloud infrastructure for the in scope Web Portal and Mobile app. Kindly confirm.	yes

298	114	3.3.6 Cross Functional Services/ Software License Management:	The Bidder shall perform an inventory of software licenses as of a date. The Bidder will develop and maintain a software license inventory data base which tracks	It is understood that the scope of this service is limited to the underlying cloud infrastructure for the in scope Web Portal and Mobile app. Kindly confirm.	yes
299	114	3.3.7 Cross Functional Services/ IT service continuity and Disaster Recovery Management (DRaaS)	The bidder is required to provide IT service continuity and disaster recovery services for OICL production environments and their associated infrastructure. The bidder must demonstrate that it will consistently meet or exceed OICL business continuity and disaster recovery requirements.	It is understood that the scope of this service is limited to the underlying cloud infrastructure for the in scope Web Portal and Mobile app. Kindly confirm.	yes
300	116	3.3.9 Cross Functional Services/ Cloud Management	OICL requires a feature which allows to provision, manage, and terminate cloud services themselves through a Web portal or programmed service API calls.	Does the bidder need to supply industry standard CMP tool to OICL within this RFP scope?	Since the PaaS model of hosting is required hence platform native CMP is preferred unless DC and DR are in separate clouds.
301	133	4.11. Payment terms	Entire section	What will be the payment terms for Software and DC-DR Hardware as specified in Commercial Bill of material in Annexure 16-Bill of Material ?	Please be guided by the RFP section 4.11.1 and 4.11.2
302	74	3.1.25 AI enabled ChatBot/ Voice Bot	Text to speech and speech to text conversion and NLP Engine	Is on-premise speech to text engine required or can it be cloud only? Can we include a partner for text to speech and speech to text engine while the NLP engine is from bidder?	The Chatbot to be a cloud native solution. The text to speech and speech to text engine has to be built in the same solution.
303	74	3.1.25 AI enabled ChatBot/ Voice Bot	Multi Language Support, integration with translation services	Which languages are needed by the organisation?	Please refer RFP section 3.1.28 Bilingual
304	74	3.1.25 AI enabled ChatBot/ Voice Bot	Industry Compliance and Security Capabilities like AES256 encryption, data privacy, SAML/SSO, multi factor authentication	Does the organisation already have services for SMS/ Token based authentication? If no, can we include a partner for cloud based service for multi-factor authentication.	Currently OICL portal performs SMS based authentication also.The bidder may bring in a partner for cloud based service for multi-factor authentication subject RFP requirements.
305	75	3.1.25 AI enabled ChatBot/ Voice Bot	Agent Screen Option	Does the organisation already have a live chat software vendor to integrate? If no, can we propose a live chat partner along with chatbot?	OICL does NOT have a live chat software vendor to integrate
306	70	3.1.20 Application Security	Vendor should provide a Vulnerability Assessment-Penetration Testing report for the application before go live	Kindly advise if OICL will perform the VAPT on the implemented solution	VAPT has to be done by the bidder and provide compliance from STQC/CERT-IN empannelled auditor
307	49	3.1.6 Application Development (Web and Mobile)	"The system should provide a process for masking, sanitizing, scrambling, or de-sensitizing sensitive data when extracting data from the production environment for use in non production environments."	Please provide details of data masking and other tools available with OICL that can be reused for this project.	Bidder has to provision the same fresh for the project.
308	44,TenderDocument	2.6.1.5	The Bidder will also conduct a Stress & Performance Testing of the Portal and mobile app as per the load mentioned in the RFP before deployment of the solution for production.	Please clarify if the Organisation is looking at Performance testing only Once prior toproduction Go-live. Is the organisation folloing an agile culture	Please be guided as mentioned in the RFP
309	44,TenderDocument	2.6.1.5	The Bidder will also conduct a Stress & Performance Testing of the Portal and mobile app as per the load mentioned in the RFP before deployment of the solution for production.	We assume Performance testing on the server side would be for API's that would hit portal and Mobile app..Please clarify is the expectation is also to co client side performance testing	Both server and client side testing is envisaged subject to discounting of external factors at client side like network speed and hardware configuration.
310	44,TenderDocument	2.6.1.5	The Bidder will also conduct a Stress & Performance Testing of the Portal and mobile app as per the load mentioned in the RFP before deployment of the solution for production.	IS the organisation having any Performance tools, Mobile device farms	No such tool is currently available
311	57,TenderDocument	2.6.1.29	Benchmarking	Can OICL share the benchmarking report available for the existing application to understand the performance.	No such benchmarking study has been done for existing portal.
312	92,Tendor document	Pg 92 Point 108	Perform maintenance and support for automation tools and products	Please share the inventory on the list of automation tools OICL has in place.	No such tool is currently available

313	92,Tendor document	Pg 92 Point 108	Perform maintenance and support for automation tools and products	Has the organisation done Automated testing . Which Tools is used ..	No such tool is currently available
314	92,Tendor document	Pg 92 Point 108	Perform maintenance and support for automation tools and products	What is the count of existing test case repository availble with OICL. What is the % of test cases automated	No automated test tool is currently available. Test cases for each functional module will have to be provided by the bidder based on the functional inputs by OICL during implementation
315	16,Tender Document	2.2 Current Scope	Supply, install, development, implementation, and maintenance of Corporate Web portal and Mobile app at virtual Private cloud	Which is the Cloud preference such as AWS, Azure, GCP etc. Are we open to utilize Cloud offerings for DevOps or preference is to have on-premise setup of CICD pipelines	The choice of the CSP will have to be done by the bidder subject to the RFP eligibility criteria for the CSP. All the the DevOps and other stacks have to be as a PaaS.
316	2.6.1.20	Openness	In addition to the above goals, having API driven approach allows test automation for automated regression testing, continuous re-factoring and tuning within an implementation, and better component level versioning and lifecycle management.	For automated regresison testing, what is the preference of the tool - open source or commercial	The choice of the tool will have to be done by the bidder
317	28, Tendor Document	2.2 Current Scope	Solution should have a stable environment, clean and modern design that meets the latest UX and UI trends	Is OICL ok with sub conracting UX/UI to 3rd party vendor?	Please refer RFP section 4.3. Sub-contracts
318	28, Tendor Document	2.2 Current Scope	The solution should have multi-lingual interface	Can you please share the list of languages?	Please refer RFP section 3.1.28 Bilingual
319	37, Tendor Document	2.6.1.2 Development of Portal and Mobile app	Workflow implementation	How is the workflow handled currently?	Existing portal is using Liferay 6.2 as CMS
320	37, Tendor Document	2.6.1.2 Development of Portal and Mobile app	Digital Marketing (SEO (Search Engine Optimisation etc.) and Social Media integration capabilities (WhatsApp Business API)	Is there any SEO tool that you are currently?	NO
321	37, Tendor Document	2.6.1.2 Development of Portal and Mobile app	Digital Marketing (SEO (Search Engine Optimisation etc.) and Social Media integration capabilities (WhatsApp Business API)	Can you please share SEO requirements in detail?	Please be guided by the RFP requirements already mentioned in section 3.1.14
322	52	3.1.8 Content management	The portal and mobile app should have a comprehensive content management system to support a variety of users. It should allow the administrator to create user roles and allow the setting up of access rights ranging from entire site to a specific page. The Content Management should be able to create and upload the pages daily/weekly/ or on frequent basis with appropriate Business flow required for authenticate Publications of content on site.	Please share details of existing CMS and would you like to continue with that or you expect to implement a new CMS? Please share challenges faced with current CMS. Is OICL using the current CMS features of Liferay ?	Existing portal is using Liferay 6.2 as CMS.The choice of the CMS will have to be done by the bidder. Since the existing portal is highly customised so all the features of Liferay are not used.
323	57	3.1.13 Application integration	The Bidder will be responsible for providing secure and efficient Integration of Portal to the following applications as well all other application which are in scope of the RFP, however this is only an indicative list and OICL will ask bidder to integration will other application which will be finalized in SRS or Implementation Phase	Apart from the 14 applications listed, can you share the list of any other current or future integrations if available?	Any other future integration will be a change request

324	69	3.1.20 Application Security	7) It is the responsibility of the Bidder to maintain all the logs i.e. Transaction log, application logs, DB logs etc. as per the guidelines issued by RBI. The Logs should be maintained 6 months online, post which, the logs should be archived on tape. Bidder is required to perform the configuration at application and hardware level in order to push the requisite logs to OICL SIEM and other security solutions for analysis.	Does Orient Insurance have existing SIEM/SOC	OICL has an existing SIEM however basic SIEM has to be implemented in new proposed solution Please be guided by the RFP section 3.1.3 , point # 33
325	57	3.1.13 Application integration	The bidder shall ensure seamless integration of the new portal and mobile app Solution with other existing/future Devices, applications/utilities, network, security, platform in the OICL's Data Center and Disaster Recovery Site etc. Bidder shall also be responsible for integration of newer peripheral applications that may be taken up during the project.	Please share list of internal and external systems that need to be integrated with Portal and Mobile App.	Details are provided in the relevant section of RFP
326	57	3.1.13 Application integration	The bidder shall ensure seamless integration of the new portal and mobile app Solution with other existing/future Devices, applications/utilities, network, security, platform in the OICL's Data Center and Disaster Recovery Site etc. Bidder shall also be responsible for integration of newer peripheral applications that may be taken up during the project.	Also share tentative number of services per system that need to be integrated with	There are more than 80 different services to be integrated.
327	166	5.4.1.1 Technical Evaluation	The Bidder must have developed the Portal and Mobile app and Portal and app must be live and running as on the date of submission of this RFP and must be catering of atleast 30 lakhs transactions per year. 1. One BFSI/ Government/ PSU in India (100 Marks) 2. Two or more BFSI/ Government in India (150 Marks)	The clause restricts the number of the bidders and competitive and cost effective bids. Hence, we would like to request you to modify the clause as under: The Bidder must have experience in the Design, development, enhancement/ maintenance of developed the Portal and or Mobile app or both and Portal and or app or both must be live and running as on the date of submission of this RFP and must be catering of atleast30 lakhs transactions per year. 1. One BFSI/ Government/ PSU in India (100 Marks) 2. Two or more BFSI/ Government in India (150 Marks)	Please be guided by RFP
328	50	12	The solution should have multi-lingual interface	Can we consider English and Hindi to be supported? Please confirm.	Yes however requirement of multilingual interface (Indian) may arise in future.
329	75	Reporting	Reporting	What is the estimated number of reports along with indication on complexity of reports	Already explained vide clause no 3.1.25
330	139	4.30 Liquidated damage		Liquidated damage should be applied on value of undelivered portion instead of total contract value.	Please be guided by the RFP
331	134	4.11.1	The implementation cost cannot be more than 20% of the Total Contract Cost (TCO)	The implementation cost cannot be more than 20% of the Total Contract Cost (TCO). This should be removed from the header	Please be guided by the RFP
332	134	4.11.1	Payment terms	Implementation phase to be structured in such a way we get money every 2 months.	The implementation timelines mentioned are the maximum limits , however the bidder may finish the implementation early to unlock payments.
333	Pg 19	1.6.2	The CSP should be able to manage runtime, middleware, operating system, virtualization, servers, storage, networking, security, along with its upgrades, patches, licenses upscale/ downscale automatically through the service functionalities or attributes, automated tools and without any manual intervention as Infrastructure as a service.	As we understand this should include the CSP/MSP support?	The bidder has to ensure CSP or any other support required
334	46	3.1.4 Backup, Restore, Disaster Recovery, Archival and Business continuity	5) Data Deletion and Purging/ archival activity. The bidder may be asked to archive the data as per OICL archival policy either in cloud or on premise storage. Bidder needs to factor in the cost including the data ingress/egress charges of the CSP and the storage cost in its bid.	Please clarify backup/archival data retention policies (Daily, Weekly, Monthly & Yearly).	All the data generated during the period of the contract to be preserved and the bidder is free to implement frequency of the incremental and full back up in a fashion to achieve the RTO/RPO and SLA requirements mentioned . The data archival capability is required to implement archival policy under revision currently.

335	44	3.1.2 Technology Stack	The Bidder/ CSP should adhere to serverless computing services that are able to run code in response to events and automatically manage the compute resources. The CSP should offer highly scalable and high performance container management service (e.g. Kubernetes or equivalent) in a multi node/ cluster formation leveraging both OS and VM level virtualization.	Does OICL has any preference on the Kubernetes platform to be chosen or its been left with bidder to decide the deployment of the Kubernetes platform , backup and Disaster recovery basis on the RTO and RPO / SLA mentioned in the RFP?	It is for the bidder to subject to PaaS requirements as per the RFP
336	20	1.6 Eligibility Criteria	vii. Proposed solution need not be the proposed version of the solution	We request clarification on this clause	The clause intends to make it sure that the fully tested and hardened software stacks , modules and/or codes to be moved to production and not beta version of the same to be committed to production.
337	44	3.1.2 Technology Stack	18. Bidder needs to ensure that if at all during the contract period OICL wants to move any or all environment from cloud to on premise/co-located or any other public cloud then the selected bidder should be carrying out the porting as per the exit management clause against the charges quoted in the commercial bid for the same.	We understand proposed system should be capable to run on data center or any other cloud. However PaSS services from CSP may differ from one CSP to other. We request purchaser to bourne cost of migration in case any specific licenses / services required in migration	The cost associated with the Exit/ Transition-out process has already been asked to be incorporated in the commercial bill of materials , so it is already included in the TCO and hence is borne by OICL only.
338	45	3.1.2 Technology Stack	27. The bidder shall propose cloud infrastructure such that at any point in time during the contract period, the peak CPU utilization of compute should not exceed 70% at the Primary Data Center and Disaster Recovery Center and 80% for storage	This clause is specific to Data Center , we request to remove this	The wordings stands revised to "The bidder shall propose cloud infrastructure such that at any point in time during the contract period the SLA parameters mentioned in the RFP are not breached."
339	54	3.1.10 Transactional Communication	The bidder has to provide cloud native facility of generating the following against the relevant transactional triggers as per the projection mentioned in the section 3.1.18 1. transactional/ marketing SMS 2. transactional/ marketing E-mails 3. transactional WhatsApp messaging The bidder will have to provide a separate SMS, Email gateway and WhatsApp messages integration for the transactional communication and the cost has to be factored in the Bill of Material Annexure-16.	We request to provide number of SMS, Emails sent in last FY to understand and evaluate financial cost for this services. WhatsApp integration is subjected to receiving the approval from WhatsApp for OICL.	Atleast one email and one SMS is generated per policy which is created . The approximate figures for SMS and E-Mail can be derived from the fact that more than 12 Lakh policies were generated through portal last FY. The actual figures are subject to change going ahead depending on the traffic and the final SRS. It is important to note that the Bidder has to include the cost of 10 lakh sms,email and Whatsapp messages in the commercial bid, however this is only for the purpose to arrive at the unit ocst of each sms, email & whatsapp. The payment for SMS, email and whatsapp will be made on actual numbers of such notifications being successfully delivered
340		General	Extension of bid submission date	We request extension for two weeks to furnish this bid. As its large implementation and need detailed discussion with CSP, we hope you understand this and grant extension	The decision by the competent authority for extention will be taken post the prebid replies are published
341	Pg 19	1.6.2	The CSP should be able to manage runtime, middleware, operating system, virtualization, servers, storage, networking, security, along with its upgrades, patches, licenses upscale/ downscale automatically through the service functionalities or attributes, automated tools and without any manual intervention as Infrastructure as a service.	As we understand for all the CSP cloud native service IaaS/ PaaS, including DB should provide the Enterprise support?	The DB is a critical component hence to be made available under PaaS Model only . The level and type of CSP support to maintain the SLA has to be decided by the bidder only .

342	Pg 19	1.6.	The hyperscaler public Cloud Service Provider should be compliant to the following standards 1)ISO 9001 Global Quality Standard 2)ISO 22301 Security and resilience 3)ISO 27001 Security Management Controls 4)ISO/ IEC 27017:2015-Code of practice for information security controls based on ISO/ IEC 27002 for cloud services and Information technology 5)ISO 27701 Privacy Information Management 6)ISO 27018 - Code of practice for protection of personally identifiable information (PII) in Virtual Public clouds. 7)ISO 20000-1 certification for Service Management System. 8)PCI DSS Level 1 or more Payment Card Standards 9)SOC 1, 2, 3 compliant - System and Organization Controls 10)STQC	We follow baseline set by Meity standards where as business contuinity is organization specific practice. We follow Risk Management Resiliency & Business Continuity program (https://www.oracle.com/corporate/security-practices/corporate/resilience-management/business-continuity.html) as Global practice which generally based & aligned to ISO 22301 standards. The requirement mentioned under this clause, especially ISO 22301, we suggest, to also allow organization's Global practice & policies for Risk Management Resiliency Business Continuity?	Organisation can ensure effective business continuity only when the platform on which the business process is hosted is resilient and supports BCP. Hence the concerned ISO standard compliance is mandatory.
343	Pg 42	6	6.To be containerized adhering to Open container Initiative (OCI) based standards (both for run time and image) using cloud native containerization service and orchestrated using Kubernettes based container orchestration tools in a multi node/ cluster formation leveraging both OS and VM level virtualization	Do the OCI compliant Container platform & Orchestration tool, OS provide by CSP should include Enterprise support ?	The level and type of CSP support to maintain the SLA has to be decided by the bidder only .
344	Pg 72	8	Monitoring and management, routing requests and balancing client invocation to server calls. Service dictionary, Service directory lookup, monitoring services and handle security functionalities to service invocation through SSL certificates, Upload and administrate SSL certificates	API GW should act as a tunnel to route the API calls to the backend sevices. API GW should be light and all the business logics should reside within the Micorsevices level. Monitoring and management, routing requests and balancing client invocation to server calls. Service dictionary, Service directory lookup, monitoring services and handle security functionalities to service invocation through SSL certificates, Upload and administrate SSL certificates. Service dictionary, Service directory lookup should be done at backend Microservice APIs and Service Mesh layer to keep the application scalable.	Please be guided by the RFP
345	Pg 72	9	To act as a reverse proxy to accept all application programming interface (API) calls, aggregate the various services required to fulfill them, and return the appropriate result, to generate and also manage API keys for each consumer, Caching to enable API platform to handle a higher number of clients and absorb peak traffic	To act as a reverse proxy to accept all application programming interface (API) calls, aggregate the various services required to fulfill them, and return the appropriate result, to generate and also manage API keys for each consumer, Caching to enable API platform to handle a higher number of clients and absorb peak traffic To keep the API GW light weight and highly responsive, the agrregation of various services should be done at backend Microservice APIs.	Please be guided by the RFP
346	Pg 72	10	To add data transform rules to the APIs, to route users to specific versions of services, track and understand key API metrics, Support for both JSON and XML media types	To add data transform rules to the APIs, to route users to specific versions of services, track and understand key API metrics, Support for both JSON and XML media types To keep the API GW light weight and highly responsive, the data transform rules / buisness logic of the APIS should be done at backend Microservice APIs.	Please be guided by the RFP

#	Page	Clause	RFP Clause	Query	Response
347	Pg 42	4	Both relational and non-relational (Apache Cassandra/ MongoDB or equivalent) databases to be supported as a service on cloud	Is the MySQL DB which provides both Relational & Non-relational DB supported on cloud can be considered? Please clarrify if it Enterprise support (ATS) for the database with underlying OS is required or not?	It is for the bidder to decide the choice of DB based on the RFP requirement .The names mentioned are for representational purpose only and to point to the generic features solicited. DB is a critical component hence to be made available as PaaS only . The IaaS or cloud native model for DB is not allowed . The level and type of CSP support to maintain the SLA has to be decided by the bidder only .
348	Pg 43	3.1.3	Bidder needs to note that the application needs to be deployed on secured hyperscaler public cloud (Virtual Private cloud) and needs to be managed by bidder under back to back support from public cloud CSP.	As we understand the back-to-back support should include & not limited to Enterprise Support , SLA, Design & Architecture, Product Bug / Security bug support etc from CSP. Please confirm.	Since the IaaS or cloud native model is not allowed . The level and type of CSP support to maintain the SLA has to be decided by the bidder only .
349	Pg 52	45	45)Workflow Capability and Profile based functionalities on the fly The Portal application shall provide reusable process workflows to help in the backend processing of policies. It must have the capability to configure rules with respect to any workflow process It must enable easy to use administration facility with well-defined workflows for creating, approving and publishing the web contents. The finally published contents must then be syndicated to delivery system on-demand basis. The system shall allow different departments to have their own content libraries, workflow, templates and taxonomies. The workflow must support the processes with 1.Publishing stages 2.Complex business rule support 3.Balancing of tasks across a group of users The workflow capabilities must be configurable using Role based access to data and features/ functionalities.	Our PaaS service include Workflow capability which are in Gartner Leader quandrant supporting scalable Process Automation. To design, we like to know how many concurrent users per hour and concurrent Task may be required in the Workflow capability?	The maximum number of concurrent user per day is mentioned in page # 62 , RFP clause 3.1.18 , the concurrent users per hour can be approximated from the figure provided given the fact that website traffick fluctuates during the business hours and off business hours.
350	Pg 52	3.1.8	The Content Management should be able to create and upload the pages daily/ weekly/ or on frequent basis with appropriate Business flow required for authenticate Publications of content on site.	Would you also require video creation and streaming capabilities for corporate marketing and/or agent training pusposes etc? And how many of these videos would be stored in the CMS?	Please refer RFP section 3.1.7 (point #8) "UI/ UX and Digital Experience" and section 3.1.8 (point # 10) "Content management". The proposed solution to be able to store videos in line with the projection provided in RFP section 3.1.18
351	Pg 53	3.1.8, Section 5	5. The solution should provide facilities for archiving content and for managing old content.	How much percentage of content/documents will be part of archived content?	All the data generated or ingested by the proposed solution during the contract period needs to be backed up . The bidder is free to decide the back up frequency dependinging on the RTO/RPO requirement. The archival policy is under revision and will be communicated accordingly.

352	Pg 75	3.1.25	Unified Communication Functionalities Same Unified Communications (UC) client that provides users with real time collaboration capabilities Support for Windows and MaC OS Support for Android and iOS devices Smartphone The Softphone should provide full call control from an iPhone or Android powered smartphone Make and receive phone calls and instant messages, host and attend audio conferences See employee availability via presence, and use Geo-tracking to determine the location in the field All of this is done using the corporate directory, so there are no personal cell phone numbers will be involved. The application should be downloadable from Google Playstore or Apple iTunes without any additional cost for any number of device. Solution should provide a "presence" application for users, so that they can see the availability status of their contacts in their contact list. The common supported status for this application should be available, busy, idle, away etc. The instant messaging application should support manual setting of user status to: Available, Away, Do Not Disturb (DND) etc. Shall provide support for open protocols like XMPP. ReportingPlatform should support Unified Multi Channel Real-time and Historical Reporting and pre defined real time	As we understand Unified Communication/custom live agents software should be integrated with Chatbot.What tool are we envisaging to integrate the chat Bot solution?	The chatbot is expected to function as a unified communication client that integrates different communication services into a single user interface.OICL currently does not have any live agents software however the proposed chatbot should be able to integrate with the same in future.
353	Pg 43	3.1.2	10.The content to be delivered through managed cloud native Content Delivery Network (CDN) services from the CSP for achieving better response and security.	If the CDN can be provided by a certified partner of a CSP having Edge location in India?	Since CDN is a critical networking and infrastructure component , it should have the same security and maturity standards as the underlying CSP platform as mentioned in the RFP. Thus a third party CDN is not allowed.
354	59	3	Bidder needs to ensure that during data migration there should not be a downtime of existing application more than 10 hours.	What types of database are being used and the amount of data in it ?	It is Mysql DB version 5.6.25 . The database size is around 1 TB
355	58	3.1.14	Creation and/ using the existing business Account for/ and Integration of Social media platforms like Whatsapp/ Facebook/ twitter through implementation of voice or chat based app	Who will manage the social media accounts and their api's.	The bidder will be responsible for onboarding and arranging the APIs , however the social media accounts will be managed by OICL
356	26,27,28	2.2	Renew the existing policies of companies other than OICL	kindly ellaborate.	It relates to underwriting of policies in OICL portal during renewal which are currently with other insurance companies.
357	134	4.11.1	The implementation cost cannot be more than 20% of the Total Contract Cost (TCO)	Please increase this to 30% of the TCO	This stands revised to 25%
358	41	3	Scope of Work	Any new applications to be developed ?	Any new application willl depend on the SRS to be finalised.
359	165	5.4.1.1 Technical Evaluation	Bidders scoring at-least the minimum score in each section as mentioned in the table above and an overall score of 800 marks or more will be declared technically qualified.	Request OICL to have a QCBS selection instead of L1 (on quoted price)	Please be guided by the RFP condition

360	21	1.7 Project Timelines	The total contract period for the project will be of 6 (Six) years including all the phases as mentioned below where the time period for developing the solution (Phase-I) cannot be more than 1 (one) year.	Delivery time: Can we have a longer delivery schedule than T+52 for Golive for all the applications (We will need around 18 -20 months to deliver this project)	Please be guided by the RFP condition
361	135	4.13. Penalties and delays in Bidder's performance	In case the vendor fails to meet the SLA mentioned in section, penalty will be imposed as mentioned in section Service Level Agreement	Request for an upper cap on the overall penalties at 3 %	Please be guided by the RFP condition
362	5	Role, Responsibilities and Obligations of Seller/ Buyer, 3-9 of GTC	xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price onGeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM. xii. By offering their product on GeM, the Seller agrees for sharing price detailsof the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc. xiv. The Seller(s) shall pass on all the benefits associated with any scheme /offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.	Requrst to add the underlined and remove the strikethrough part of the clasue as under: xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM . In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM xii. By offering their product on GeM, the Seller agrees for sharing price detailsof the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc. xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate andagainst the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.	T&C of RFP Document will be enforced during bidding Process and also during Contract period for this procurement. T&C regarding bidder's GeM ID/ Account are enforced by GeM portal.

| 363 | 5 | Role, Responsibilities and Obligations of Seller/ Buyer, 3-9 of GTC | xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price onGeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

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| 364 | 5 | Role, Responsibilities and Obligations of Seller/ Buyer, 3-9 of GTC | xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price onGeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

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| 365 | 5 | Role, Responsibilities and Obligations of Seller/ Buyer, 3-9 of GTC | xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price onGeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

xii. By offering their product on GeM, the Seller agrees for sharing price detailsof the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.

xiv. The Seller(s) shall pass on all the benefits associated with any scheme /offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit. | Requrst to add the underlined and remove the strikethrough part of the clasue as under:

xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM . ~~In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM~~

xii. By offering their product on GeM, the Seller agrees for sharing price detailsof the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.

xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate andagainst the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit. | T&C of RFP Document will be enforced during Contract period. |
| 366 | p27 of GTC | Delivery Period | Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s). | Request to add the underlined matter to the clause as under:

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. Subject to Buyer performing its obligations on time . Tthis Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s | T&C of RFP Document will be enforced during Contract period. |

| 367 | P27-28 of GTC | Extension of Delivery Period and Liquidated Damages, P27-28 of GTC | Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.

ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iii. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity | Requrst to add the underlined and remove the strikethrough part of the clasue as under:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.

ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s), <u>however if the delivery period is delayed due to the reasons attributable to buyer, then any benefit of increase in price on account of increase in taxes shall be to the account of the buyer.</u>. Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iii. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 5 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. | T&C of RFP Document will be enforced during Contract period. |
| 368 | p30-31 of GTC | Limitation Of Liability, | Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller. | Request to remove the strikethrough and add the underlined matter to the clause as under:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; ~~except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation~~. I n no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the <u>amount paid to Bidder by NIC in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).</u>~~Contract Price entered into the Contract between Buyer and Seller.~~

<u>Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Service Provider shall take such actions as may be necessary to correct or remedy</u> | T&C of RFP Document will be enforced during Contract period. |

| 369 | p31 of GTC | Termination for default, | If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non -performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits. | Request to remove the strikethrough and add the underlined matter to the clause as under:

If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract provided the non-performance is for the reasons which are solely and entirely attributable to the Seller and not due to reasons attributable to Buyer and/or its other vendors or due to reasons of Force Majeure, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security ~~besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.~~

Prior to providing a written notice of termination to Seller under this clause, the Buyer shall provide Seller with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Buyer shall have right to initiate action in accordance with above clause

In the event of this agreement being terminated, the Buyer shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Seller to the Buyer till the date of termination.

Seller shall also have the right to terminate the agreement if the Buyer commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach. | T&C of RFP Document will be enforced during Contract period. |
| 370 | P31 of GTC, | Closure of Transaction, | After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed. | Request to remove the strikethrough portion of the clause as under:

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed. | T&C of RFP Document will be enforced during Contract period. |

371	P31-32 OF GTC	Grounds for Administrative Action,	(ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds: (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.(b) Offering Goods / Services without having proper authorization (c) Supplies goods of inferior/ substandard quality (d) Supplies or offers to supply refurbished or counterfeit or fake products e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/ RA process; (g) Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions; (h) Fails to update GeM about any change in information furnished within the prescribed time limits; (i) Executes services without conforming to requirement given in Service Level Agreement (SLA); (j) Fails to execute an order/ contract or fail to xecute it satisfactorily (k) Is declared bankrupt or insolvent; (l) Fails to produce the requisite	Request to remove the strikethrough part of the clause as under: (ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds: (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs. (b) Offering Goods / Services without having proper authorization (c) ~~Supplies goods of inferior/ substandard quality~~ (d) Supplies or offers to supply refurbished or counterfeit or fake products (e) ~~Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;~~ f) Seller furnishes inaccurate, false, misleading or forged ~~or fails to furnish any~~ information / documents, ~~within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/ RA process;~~ ~~(g) Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions;~~ ~~(h) Fails to update GeM about any change in information furnished within the prescribed time limits;~~ ~~(i) Executes services without conforming to requirement given in Service Level Agreement (SLA);~~ ~~(j) Fails to execute an order/ contract or fail to execute it satisfactorily~~ ~~(k) Is declared bankrupt or insolvent;~~ ~~(l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;~~ (m) Performs any activity which is listed as prohibited activities on GeM.	T&C of RFP Document will be enforced during Contract period.
372	P34-38 OF GTC	Miscellaneous Provisions,	23.2 Indemnification: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from. Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with 23.2.1. Breach of the contract(s); or 23.2.2. Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or 23.2.3. Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage	Request to add the underlined and remove the strikethrough part of the clause as under: 23.2. Indemnification: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from. <u>Buyer shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Buyer's compliance with Seller's specific technical designs or instructions (except where Buyer knew or should have known that such compliance was likely to result in an Infringement Claim and Buyer did not inform Seller of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Buyer and the infringement relates to or arises from such Buyer materials or provided material; (iii) modification of a Deliverable after delivery by Seller to Buyer if such modification was not made by or on behalf of the Seller; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Seller; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Seller ; or (v) use of a superseded release of some or all of the Deliverables or Buyer's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Seller . In the event that Buyer is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection</u>	T&C of RFP Document will be enforced during Contract period.

373	p43-44 of GTC	Clause 29: One Bid per Bidder	All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.	Request to remove the strikethrough part of the clause as under" All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids. In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.	T&C of RFP Document will be enforced during Contract period.
374			Warranty	Is Warranty required after Implementation? If yes, for what duration?	Please be guided by the RFP
375	75	9	Chatbot Licenses	Payment terms should not be linked to Delivery. For all passthrough items like Licenses, SWs, HWs, the payment should be upfront	Please be guided by the RFP
376	134	4.11.1	Portal and Mobile app development and implementation	Payment terms should not be linked to Delivery. For all passthrough items like Licenses, SWs, HWs, the payment should be upfront	Please be guided by the RFP
377	135	4.13	Penalties and delays in Bidder's performance	Bidder requests that the total Penalty under this contract should be capped at 3% of the Total Contract Value	Please be guided by the RFP
378	135	4.15	OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five (6) year	We understnd the contract period would be 7 Years altogher. 1 Year of Imoplementation followed by 1 year warranty and 6 Years of ATS/AMC. Please confirm this understanding.	The Total contract Period is 6 years comprises of 1 year of Development and 5 Years of Support and Maintenance. 1 Year of Warranty period after implementation is simultaneous with 1st year of AMC
379	139	4.3	Liquidated Damages	Bidder requests that the total Penalty under this contract should be capped at 3% of the Total Contract Value	Please be guided by the RFP
380	139	4.31	Termination for Default	Before cancellation of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.	Please be guided by the RFP
381	140	4.34	Termination for Convenience	Before cancellation of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.	Please be guided by the RFP
382	141	4.42	Cancellation of the contract & compensation	Before cancellation of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.	Please be guided by the RFP
383	143	4.47	Repeat Order	If the Order is repeated with increased BoQ, it may have the Cost implication. The Price should be negotiated and mutually agreed.	Please be guided by the RFP
384	152	6.64.1	Penalty	Bidder requests that the total Penalty under this contract should be capped at 3% of the Total Contract Value	Please be guided by the RFP
385	198	6.18	Penalty would be levied as mentioned below	Bidder requests that the total Penalty under this contract should be capped at 3% of the Total Contract Value	Please be guided by the RFP
386		General	Extension of the bid proposal submission	Responding to the rFP will take more time, request to extend the due date till end of July 2022	After the publishing the Pre Bid Queries, request would be put forward to Management for their consideration
387	79	3.1.32 Audit and Governance Requirements	The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. OICL will not pay any additional customization costs either for gaps observed as given above and/or gaps observed for statutory or regulatory reports as required by the OICL .	This is very open and we don't know the cost implication, request to provide more clarity on the same or request to keep this out of scope for the service provider while bidding.	Please be guided by the RFP
388	43	3.1.2 Technology Stack	Bidder should not make OICL purchase/ maintain and/ or need not purchase by itself any hardware/ software/ middleware/ database licenses except cloud subscription for any critical component of the solution. Any licenses, if procured for any non-critical cloud native component should be in name of OICL and should be perpetual in nature.	Kindly note that bidder will definitely try and get the hardware to best fit OICL's current and further requirements as per the SoW in the RFP. However we would request that the service provider and OICL can work out a mutual plan for any additional requirement. This will help the bidder not to over size the infra requirement and also at the same time remain competitive.	Please be guided by the RFP
389	105	3.3.2 Cross Functional Services/ Change Management and Release Management	1. The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with OICL's requirements and any statutory or regulatory guidelines	Fequest to add the following underlined matter to the clause: The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with OICL's requirements and any statutory or regulatory guidelines at an additional costs to OICL	Please be guided by the RFP

390	117	3.3.10 Cross Functional Services/ Exit Management Services (Transition-Out Responsibilities)	9. If any other agency or service provider is selected by OICL for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete transitions upto satisfaction of OICL. In case if OICL observes the lack of willingness to manage transit/ sharing of information or lack of support from bidder (selected through this RFP), OICL shall have absolute discretion to apply requisite penalties and deduct the amount from its billing or from performance guarantee	We would request to remove the strikethrough part of the clause as under:- 1. If any other agency or service provider is selected by OICL for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete transitions upto satisfaction of OICL. In case if OICL observes the lack of willingness to manage transit/ sharing of information or lack of support from bidder (selected through this RFP), ~~OICL shall have absolute discretion to apply requisite penalties and deduct the amount from its billing or from performance guarantee~~	Please be guided by the RFP
391			10. Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of OICL and the same shall be communicated to them.	Request to remove the strike through part of the clause as under:- 2. Bidder shall provide the necessary transition for the period of 6 months. ~~However, this period of transition could vary depending on the need of OICL and the same shall be communicated to them.~~	Please be guided by the RFP
392			11. During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case such instances, OICL will have right to penalize the Successful Bidder appropriately.	Request to remove the strike through part of the clause as under:- 3. During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. ~~In case such instances, OICL will have right to penalize the Successful Bidder appropriately.~~	Please be guided by the RFP
393	124	3.4.6 Application Management / Warranty and On-Site Maintenance (Phase-II)	The Bidder shall undertake to provide an onsite comprehensive 1 (One) Year Warranty and ATS (both to run parallel) for Phase –II period post Go Live (BACK-TO-BACK with OEM/ CSP) for all supplied Software commencing from the date of Go-Live.	Request to add the following underlined matter to the clause: The Bidder shall undertake to provide an onsite comprehensive 1 (One) Year Warranty and ATS for next 4 (four) years (BACK-TO-BACK with OEM) for all supplied Software commencing from the date of Go-Live and sign off by OICL of the software for the respective delivered locations of the Company as provided in the Purchase Order / Contract for Supply. OICL shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software. The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by OICL. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by OICL without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder OICL in connection with the preparation of the deliverable. In case of breach of this warranty, OICL's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to OICL if already paid by OICL.	Please be guided by the RFP

394	129	4.2. Amendment to Bid Document	OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations	Request to add rhe underlines content to the clause as under: OICL reserves the right to make any changes in the terms and conditions of purchase before submission of bid proposal by the Bidder. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations	Please be guided by the RFP
395	130	ix. Right to Alter Quantities	OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.	Request to remove the strikethrough portion of the clause as under:- OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. ~~Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.~~	Please be guided by the RFP
396	131	4.4. Acceptance of the Solution	x. The User acceptance test will be carried out by the OICL team or consultant or PMO resources as per Acceptance Test Plan (ATP) against the bill of material and systems requirements. The system will be considered accepted (supplied, installed and operationalized) only after Acceptance Test is completed xi. In case of discrepancy in hardware & related software supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 6 weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of OICL and/ or its consultants and appropriate functional and technical training should be given to the officials of OICL/ or its consultants. The warranty for all the software and other peripherals equipment & software by the Bidder pursuant to this Agreement will commence after go-live of the respective application. There shall not be any additional charges for carrying out this acceptance test. OICL will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by Bidder's representative and OICL's official or its authorized representative should be received at Head Office along with invoice etc. for scrutiny	Request to add the underlines content to the clause: x.The User acceptance test will be carried out by the OICL team or consultant or PMO resources as per Acceptance Test Plan (ATP) against the bill of material and systems requirements. The system will be considered accepted (supplied, installed and operationalized) only after Acceptance Test is completed or deemed completed/accepted. xi. In case of discrepancy in hardware & related software supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 6 weeks' time to correct the discrepancy by OICL within 2 weeks of delivery post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of OICL and/ or its consultants and appropriate functional and technical training should be given to the officials of OICL/ or its consultants. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. OICL will confirm acceptance in writing to Bidder. OICL shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by OICL if OICL (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely	Please be guided by the RFP

397	132	4.10 Delay in Bidder's performance	Implementation of the Solution and performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract. Any unexcused delay by the bidder in the performance of his implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default	Request to add the following provision to the clause underlined as under:- Subject to OICL performing sublocations on time, iImplementation of the Solution and performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract. Any unexcused delay by the bidder in the performance of his implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default provided the delay is for the reasons solely and directly attributable to the Bidder.	Please be guided by the RFP
398	133	4.11 Payment terms	However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit as defined in the RFP, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by OICL	Request to remove the part of strike through clause as under: Hardware, Software and other components to be provided for execution of project should be sized for entire contract period by considering Scope, functional & technical requirements and SLAs. However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit as defined in the RFP, the Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by OIC	Please be guided by the RFP
399	133	4.11. Payment terms	OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: The OICL shall have the right to withhold any payment due to the Bidder (except the payments for the services already rendered to OICL) , in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.	Please be guided by the RFP
400	135	4.11.2 Portal Warranty, Maintenance and Support (Phase II)	OICL shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement. Any objection / dispute to the amounts invoiced in the bill shall be raised by the OICL within 21 days from the date of receipt of the invoice, only in exceptional circumstances will OICL raise a dispute beyond 21 days. Upon settlement of disputes with respect to any disputed invoice(s), the OICL will make payment within thirty (30) Days of the settlement of such disputes	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: OICL shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement. Any objection / dispute to the amounts invoiced in the bill shall be raised by the OICL within 21 days from the date of receipt of the invoice, only in exceptional circumstances will OICL raise a dispute beyond 21 days. Upon settlement of disputes with respect to any disputed invoice(s), the OICL will make payment within thirty (30) Days of the settlement of such disputes All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by OICL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	Please be guided by the RFP

401	159	4.65. Other RFP Requirements	a. The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall install and commission the solution, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder. b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: a. The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall install and commission the solution, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder. Any additional costs incurred by the Bidder due to change in locations shall be borne by OICL. b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by ~~the Bidder~~ OICL ~~and under no circumstances the same would be reimbursed to the Bidder by OICL.~~	Please be guided by the RFP
402	135	4.15. Contract Commitment and Renewal	OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five (5) year (Extendable for Two year on mutually agreed terms and conditions).	Request to add the underlined part to the clause as under: OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five (5) year (Extendable for Two year with mutual consent of the parties on mutually agreed terms and conditions).	Please be guided by the RFP
403	135	4.17. Completeness of Project	The project will be deemed as incomplete if the desired objectives of the project Section 2 – Scope of Work of this document are not achieved.	Request to remove the strike through part of the clause as under: The project will be deemed as incomplete if ~~the desired objectives of the project~~ Section 2 – Scope of Work of this document are not achieved.	Please be guided by the RFP

| 404 | 136 | 4.18 Compliance | Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect OICL and its employees/ officers/ staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or | Request to remove the strike through part of the clause as under:

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender ~~and shall indemnify, keep indemnified, hold harmless, defend and protect OICL and its employees/ officers/ staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.~~

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, ~~and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.~~

~~This indemnification is only a remedy for OICL. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental~~ | Please be guided by the RFP |
| 405 | 136 | 4.19 Assignment | OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract | Request to add the underlined part to the clause as under:

OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract. <u>Bidder may also assign the Agreement in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.</u> | Please be guided by the RFP |

406	136	4.21 Indemnity	The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws / Governmental Requirements b) IP infringement c) Negligence and misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. The Bidder shall not indemnify OICL for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws / Governmental Requirements b) third party IP infringement c) Negligence and Wilful misconduct of the Bidder, and its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with OICL's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform OICL of the same); (ii) inclusion in a Deliverable of any content or other materials provided by OICL and the infringement relates to or arises from such OICL materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to OICL if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or OICL's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .	Please be guided by the RFP
407	137	4.22 Inspection of Records	All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary not more than 2 times a year , to audit, examine, and make excerpts or transcripts of all relevant data. OICL shall provide a notice of not less than 10 days before conducting such audit. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The auditor should not be competitor of the Bidder. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless OICL relieves Bidder from meeting the applicable service levels.	Please be guided by the RFP
408	137	4.23 Publicity	Any publicity by the Bidder in which the name of OICL is to be used should be done only with the explicit written permission of OICL.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: Any publicity by the Bidder either party in which the name of OICL other party is to be used should be done only with the explicit written permission of OICLother party.	Please be guided by the RFP

409	137	4.25 Information Ownership	All information processed, stored, or transmitted by Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: All information processed, stored, or transmitted by OICL to the successful Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to OICL the information or rights to redistribute the OICL information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately which is proved to have caused due to reasons solely attributable to Bidder.	Please be guided by the RFP
410	137	4.26 Sensitive Information	Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.	Request to add the underlined part to the clause as under: Any information considered sensitive must be notified to the Bidder as being sensitive and be protected by the Bidder in the agreed manner from unauthorized disclosure, modification or access.	Please be guided by the RFP
411	138	4.28 Confidentiality	Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by OICL without OICL's prior written approval. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender	Request to add the underlined part to the clause as under: Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by OICL without OICL's prior written approval. The requirements of use and confidentiality set forth herein shall survive for a period of one year post the expiration, termination or cancellation of this tender In the event of IOCL receiving or being given access to the Bidder's Confidential Information IOCL shall have the same obligations with respect to such information as does the Bidder with respect to IOCL's Confidential Information under this Clause and Bidder shall have the same rights as are available to OICL under this Clause.	Please be guided by the RFP
412	139	4.30 Liquidated Damages	If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract. The vendor may be debarred from applying for any future bids.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: If the Bidder fails to meet the Project Timelines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 1 % (One half percentage) of the contract price of delayed services or goods for every week (seven days) or part thereof of delay, up to maximum deduction of 5 10 % of the total contract price of delayed services or goods. Once the maximum is reached, OICL may consider termination of the contract. The liquidated damages will be applicable only if the delay is for the reasons solely and directly attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure.	Please be guided by the RFP

| 413 | 141 | 4.17 Termination for Default | OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part: a) If the Bidder fails to deliver any or all of the Solution, Components and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or b) If the Bidder fails to perform any other obligation(s) under the contract.

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). the Service Provider shall be entitled to be paid the Contract Price, in such proportionate manner, as is attributable to the portion of the Work completed as at the date of termination Any sums due to the Owner/ OICL from the Service Provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service Provider under the ContractHowever, the Bidder shall continue performance of the contract to the extent not terminated. The bidder will provide all necessary support and services for satisfactory exit of OICL from the contract as per Clause 6.58 | Request to add the underlined part to the clause as under:

OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part: a) If the Bidder fails to deliver any or all of the Solution, Components and services within the time period(s) specified in the contract, or any extension thereof granted by OICL provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure; or b) If the Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure

Prior to providing a written notice of termination to Bidder, IOCL shall provide Bidder with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, OICL shall have right to initiate action in accordance with above clause.

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated

In the event of this agreement being terminated, OICL shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to | Please be guided by the RFP |
| 414 | 139 | 4.32 Force Majeure | The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. | Request to add the underlined part to the clause as under:

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly and within 7 days notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.

If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate the Agreement without liability, by notice in writing to the other party. However, Bidder shall be entitled to receive payments for all services rendered by it under the Agreement. | Please be guided by the RFP |

415	139	4.33 Termination for Insolvency	OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if: i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL. ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.	Request to add the underlined part to the clause as under: OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if: i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL. ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL. In the event of this agreement being terminated, OICL shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to OICL till the date of termination.	Please be guided by the RFP
416	141	4.41 No Claim Certificate	The Bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of OICL in such forms as shall be required by OICL after all payments due to the Supplier are made in full.	Request to add the underlined part to the clause as under: The Bidder shall not be entitled to make any claim whatsoever related to payment for services against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of OICL in such forms as shall be required by OICL after all payments due to the Supplier are made in full.	Please be guided by the RFP
417	141	4.42 Cancellation of the contract & compensation	OICL reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company in the following circumstances: i. The selected bidder commits a breach of any of the terms and conditions of the bid. ii. The selected bidder goes in to liquidation voluntarily or otherwise. iii. The progress made by the selected bidder is found to be unsatisfactory iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. OICL reserves the right to cancel the AMC placed on the selected bidder and recover AMC payment made by the Company, if the service provided by them is not satisfactory. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: OICL reserves the right to cancel the contract placed on the selected bidder ~~and recover expenditure incurred by the Company in the following circumstances:~~ i. The selected bidder commits a breach of any of the terms and conditions of the bid provided the breach is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure. ii. The selected bidder goes in to liquidation voluntarily or otherwise. iii. The progress made by the selected bidder is found to be ~~unsatisfactory~~ not as per the agreed scope iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. Prior to providing a written notice of cancellation to Bidder, IOCL shall provide Bidder with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, OICL shall have right to initiate action in accordance with above clause In the event of this agreement being cancelled, OICL shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to OICL till the date of cancellation. Bidder shall also have the right to cancel the agreement if OICL commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same	Please be guided by the RFP

418	141	4.43 Rights reserved by OICL	i. Company reserves the right to accept or reject any or all Bids without assigning any reasons. ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary. iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: i. Company reserves the right to accept or reject any or all Bids without assigning any reasons. ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to ~~debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary~~ terminate the contract. iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.	Please be guided by the RFP
419	142	4.44 Limitation of Liability	Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: Bidder's cumulative liability for its obligations under the contract shall not exceed the amount paid to Bidder by OICL in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose). ~~total contract value~~ and the Bidder shall not be liable for incidental / consequential, punitive, special , exemplary or indirect damages including loss of profit, goodwill, data or saving. Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by OILC or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of OICL, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of OICL. Such failures or delays shall be brought to the notice of OICL and subject to mutual agreement with OICL, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice OICL for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	Please be guided by the RFP
420	142	4.46 Violation of terms	OICL clarifies that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: OICL clarifies that ~~OICL~~ either party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the ~~Bidder~~ other party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies ~~OICL~~ non -defaulting party may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Please be guided by the RFP

421	144	4.49 Intellectual Property Rights	7 The latest version of uncompiled source code written by the bidder for Portal and Mobile app as per the requirement and SRS Finalize for the scope of this RFP will be the Intellectual Property of the OICL. Bidder cannot use the same code for any other purpose. Bidder needs to submit the code to OICL with proper documentation as mentioned below after deployment. ⦿ Data Flow Diagram ⦿ Requirement traceability Matric ⦿ Flow Diagram of different module ⦿ Detail of technology used ⦿ All the source code with proper documentation.	Request to add the underlined part to the clause as under: The code written by the bidder for Portal and Mobile app as pe the requirement and SRS Finalize for the scope of this RFP will be the Intellectual Property of the OICL. Bidder cannot use the same code for any other purpose. Bidder needs to submit the code to OICL with proper documentation as mentioned below after deployment. • Data Flow Diagram • Requirement traceability Matric • Flow Diagram of different module • Detail of technology used • All the source code with proper documentation Supplier 's Proprietary Software and Pre-Existing IP. OICL acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Supplier's proprietary software or tools. If Supplier and OICL mutually agree that the Supplier provides to OICL any proprietary software or tools of Supplier or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Supplier or of a third party. Further, OICL acknowledges that in performing Services under this Agreement Supplier may use Supplier's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Supplier prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Supplier Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Supplier Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Supplier from using Supplier Pre-Existing IP in any manner. To the extent that any Supplier Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable	Please be guided by the RFP
422	144	4.50 Outsourcing Agreement	2. Express Clause: The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder 5. Legal and Regulatory Obligations: The Bidder shall ensure that the outsourcing contract/ arrangements do not:- a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI. b) Impede effective supervision by the IRDAI. c) Result in Company's internal control, business conduct or reputation being compromised or weakened. 6. Applicability of the laws/regulations: The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDAI Act 1999, rules & regulations and any other order issued thereunder	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: 2. Express Clause: The contract shall ~~neither~~ not prevent ~~nor impede the company from meeting its respective regulatory obligations~~, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder. 5. Legal and Regulatory Obligations: The Bidder shall ensure that the outsourcing contract/ arrangements do not:- ~~a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.~~ b) Impede effective supervision by the IRDAI. ~~c) Result in Company's internal control, business conduct or reputation being compromised or weakened.~~ 6. Applicability of the laws/regulations: The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. ~~The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDAI Act 1999, rules & regulations and any other order issued thereunder~~	Please be guided by the RFP

| 423 | 145 | 4.51 Regulations, Legal & Compliance | Any content that the bidder posts on OICL's Social Media channels shall be deemed and remain the property of OICL. OICL shall be free to use such content/ information, for any purpose without any legal or financial compensation or permission for such usage

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the bidder for any direct or indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from your use to and access of our Social Media platforms or entities purporting to represent OICL. You specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with you. The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction. To the extent permitted by law applicable, you agree to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, and agents, arising from and against any and all damages,claims, obligations, liabilities, losses, costs or debt, and expenses (including but not limited to lawyer's/attorney's fees) arising from: (i) your use of and access of our page; (ii) your violation of any of these Guidelines; (iii) your violation of any third party right, | Request to remove the strike through part of the clause as under:

Any content that the bidder posts on OICL's Social Media channels shall be deemed and remain the property of OICL. OICL shall be free to use such content/ information, for any purpose without any legal or financial compensation or permission for such usage

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the bidder for any ~~direct or~~ indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from your use to and access of our Social Media platforms or entities purporting to represent OICL. ~~You specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with you.~~ The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

~~To the extent permitted by law applicable, you agree to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, and agents, arising from and against any and all damages,claims, obligations, liabilities, losses, costs or debt, and expenses (including but not limited to lawyer's/attorney's fees) arising from: (i) your use of and access of our page; (ii) your violation of any of these Guidelines; (iii) your violation of any third party right, including without limitation any copyright, proprietary, or right to privacy; or (iv) all or any claim that content posted by you caused damage to a third party. The indemnification obligation contained herein shall survive these Guidelines and your use of our Social Media channels.~~ | Please be guided by the RFP |
| 424 | 163 | 5.3.2 Technical Bid Documents | Note: 1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications / corrigendum to this tender, if any. | Request to add the underlined part to the clause as under:

Note: 1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications / corrigendum to this tender, if any <u>subject to the deviations submitted along with the bid proposal.</u> | Please be guided by the RFP |

425	157	4.64.3 At Risk Amount & 4.64.4 Other Conditions	7.6 AT RISK AMOUNT The quarterly At-Risk Amount ('ARA') shall be 15% of the estimated quarterly pay-out of the respective month. In case maximum penalty is imposed for more than two times in a year, OICL will impose an additional penalty of 5% of the quarterly charges and may consider termination of services. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 15% (Fifteen per cent.) of the contract value 7.7 Other Conditions iv The Bidder is required to provide and implement regular updates/upgrades/patches released by the OEM within the timelines as mutually agreed. v If during the contract period, any equipment has a hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent or higher new equipment by the bidder at no additional cost to OICL. vi The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the OICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.	Uptime requirements are provided The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to OICL such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by OICL (Bidder may also request OICL for a shutdown for maintenance purpose, which request will not be denied unreasonably by OICL; (g) Time taken for booting the system (h) Time lost due to unavailability of links (i) Mis-handling of system by any person other than Bidder's authorized representatives Overall cap of all the penalties over the tenure of the contract will be 15 10% (Fifteen Ten percent) of the contract value. 7.6 AT RISK AMOUNT The quarterly At-Risk Amount ('ARA') shall be 10 15 % of the estimated quarterly pay-out of the respective month. In case maximum penalty is imposed for more than two times in a year, OICL will impose an additional penalty of 5% of the quarterly charges and may consider termination of services . Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10 15% (Fifteen Ten per cent.) of the contract value	Please be guided by the RFP
426	172	6.2 Annexure 2: No Blacklist Declaration	We do hereby declare and affirm that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender for "REQUEST FOR PROPOSAL (RFP) FOR Selection of Vendor for Supply, Installation, Implementation, development & Maintenance of Web Portal and Mobile app"	Request to add the underlined part to the clause as under: To the best of our knowledge and as per the records, we do hereby declare and affirm that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender for "REQUEST FOR PROPOSAL (RFP) FOR Selection of Vendor for Supply, Installation, Implementation, development & Maintenance of Web Portal and Mobile app"	Please be guided by the RFP
427	173	6.3 Annexure 3: Contract Form	9.3 Annexure 3: Contract FormThe following documents shall be deemed to form and be read and construed as part of this Agreement viz. RFP Document and corresponding Amendments (Reference No: OICL/HO/ITD/WEBPORTAL/2022/01 Dated 31 May 2022) The Schedule of Requirements and the Requirement Specifications The Service Level Agreement The General Conditions of Contract The Purchaser's Notification of Award (PO Reference No.:_____)	Request to add the underlined part to the clause as under: The following documents shall be deemed to form and be read and construed as part of this Agreement viz. RFP Document and corresponding Amendments (Reference No: OICL/HO/ITD/WEBPORTAL/2022/01 Dated 31 May 2022) The Schedule of Requirements and the Requirement Specifications The Service Level Agreement Bidder's Proposal The General Conditions of Contract The Purchaser's Notification of Award (PO Reference No.:_____)	Please be guided by the RFP

| 428 | 176 | 5.5 Annexure 5: Bid Security Declaration | I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

1) if I/We withdraw the Bid during the period of validity i.e.180 Days from the Bid due date; or
2) if I/We is/are awarded the Contract and fail to sign the Contract; or
3) if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
4) if I/We make any statement or enclose any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or 5) if I/We fail to submit the requisite documents as per the tender specification; or
6) if I/We violate any of the provisions of the terms and conditions of this tender Specification
7) If I/We become technically qualified but did not take part in the Reverse Auction
8) if I/We does not submit a NO deviation certification in the same format and language as mentioned in the RFP
9) if I/We does not provide requisite clarification as per the time mentioned in the clarification mail

I/We understand this Bid Securing Declaration shall cease to | Request to remove the strike through portion of the clause and add the underlined matter to the clause as under:

I/We accept that I/We may be disqualified from bidding from this RFP for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

1) if I/We withdraw the Bid during the period of validity i.e.180 Days from the Bid due date; or
2) if I/We is/are awarded the Contract and fail to sign the mutually agreed Contract; or
3) if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
4) if I/We make any statement or enclose any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
5) if I/We fail to submit the requisite documents as per the tender specification; or
6) if I/We violate any of the provisions of the terms and conditions of this tender Specification
7) If I/We become technically qualified but did not take part in the Reverse Auction
8) if I/We does not submit a NO deviation certification in the same format and language as mentioned in the RFP
9) if I/We does not provide requisite clarification as per the time mentioned in the clarification mail

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. | Please be guided by the RFP |
|---|---|---|---|---|---|
| 429 | 177 | 6.6 Annexure 6: Pro forma for Performance Security | Pro forma for Performance Security | Request to add the underlined matter to the clause as under:

Notwithstanding anything contained hereinabove:
a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
b) This Guarantee shall remain in force up to _____
c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of OICL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove. | Please be guided by the RFP |
| 430 | 178 | 6.7 Annexure 7: Statement of No Deviation | This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, payment terms, integrity pact, SLAs, Scope and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by OICL. pertaining to Selection of Vendor for Supply, Installation, Implementation, development & Maintenance of Web Portal and Mobile app. Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP or subsequent corrigendum/amendment stands null and void. | Request to add the underlined matter and remove the strike through part of the clause as under:

This is to confirm that we have submitted a no deviation bid and subject to the deviations submitted along with the bid proposal, we unconditionally accept all requirements, payment terms, integrity pact, SLAs, Scope and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by OICL. pertaining to Selection of Vendor for Supply, Installation, Implementation, development & Maintenance of Web Portal and Mobile app. Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP or subsequent corrigendum/amendment stands null and void. | Please be guided by the RFP |

431	185	6.13 Annexure 13: Non-Disclosure Agreement	d	Request to remove the strike through portion of the clause and add the underlined matter to the clause as under: Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures. The obligations of this clause shall survive for a period of 1 year post the expiration, cancellation or termination of this Agreement 2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor or subcontractors, consultants, auditors etc who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. That a copy of the agreement shall also be given to OICL. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement Notwithstanding the marking and identification requirements above, the following categories	Please be guided by the RFP
432	188	6.14 Annexure 14: Integrity Pact	5. Earnest money (security deposit) 5.2 The declaration against Earnest money / Security deposit shall be valid for the contract period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later. 6. Sanctions for violations 6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To recover all sum already paid by the BUYER, and in case of an Indian	Request to add the underlined and remove the strikethrough matter to the clause as under: 5.2 The declaration against Earnest money / Security deposit shall be valid for the contract period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER as per the agreed scope, including warranty period, whicheveris later. 6. Sanctions for violations 6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To recover all sum already paid by the BUYER under the Contract resulting from the RFP, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest. (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest. (vi) To cancel all or any other the contracts resulting from the RFP with the BIDDER, the BIDDER shall be liable to pay	Please be guided by the RFP

433		General clauses , requet to add to the agreement			Please be guided by the RFP
434		Execution Infrastructure	The BUYER will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include: i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). The above-mentioned infrastructure will be required for work to be carried out at the site of BUYER during regular working hours. BUYER shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.		Please be guided by the RFP
435		Co-ordination	BUYER will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BUYER will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BUYER Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BUYER to take decisions and give timely approvals as per the need of the project.		Please be guided by the RFP
436		Assistance	The BUYER will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BUYER, before the service is undertaken by Bidder. Necessary and sufficient time will have to be spent by Users in BUYER with Bidder personnel during this stage of the assignment.		Please be guided by the RFP

437		Methodology, Tools and Techniques	Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BUYER will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.		Please be guided by the RFP
438		Additional Support and Services	In case the BUYER requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.		Please be guided by the RFP
439		Travel and Related Expenses	Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.		Please be guided by the RFP
440		Cost Escalation	Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BUYER, non-availability of facilities at the BUYER, increase in the scope of the agreed Change-Requirements or increase in the BUYER's Implementation support requirements etc., Bidder will bring this to the attention of the BUYER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.		Please be guided by the RFP
441		General Indemnity	The BUYER will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.		Please be guided by the RFP

439		Notices	All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –		Please be guided by the RFP
			Bidder:Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.		
			With a copy to: Deputy General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.		
			BUYER: OICL Head office, Block-4, Plate- A, NBCC Office Complex, Kidwai Nagar East, New Delhi-110023		
			or to such other person or addresses as any of the Parties shall have notified to the others.		
			All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.		

				General Clarifications		
S.no	Page number of RFP	Section	Clause reference	Clarification needed	OICL's clarification
1	43	3.1.2 --> point 12	Bidder should not make OICL purchase/ maintain and/ or need not purchase by itself any hardware/ software/ middleware/ database licenses except cloud subscription for any critical component of the solution. Any licenses, if procured for any non-critical cloud native component should be in name of OICL and should be perpetual in nature.	Please list the services classifed as critical components & non critical components	Please refer RFP 1.6.2 OEM/ CSP Eligibility Criteria , point #4 , page 19
2	45	3.1.3 --> point 27	The bidder shall propose cloud infrastructure such that at any point in time during the contract period, the peak CPU utilization of compute should not exceed 70% at the Primary Data Center and Disaster Recovery Center and 80% for storage.	for most of the PAAS offering, the underline VM utiliations are completely managed by the CSP. Please clarify if the point is valid only for IAAS or where worker node / VM is visible from the PAAS offering	The wordings stands revised to "The bidder shall propose cloud infrastructure such that at any point in time during the contract period the SLA parameters mentioned in the RFP are not breached.". Please note IaaS mode of hosting is not allowed
3	45	3.1.3 --> point 28	The bidder must provide the Application Deployment Architecture with diagrams, identifying components and specifications for each component with description. Description must detail the number of servers, specifications for each resource (Web server, Application, DB, File server, Resource Monitoring servers etc.), Operating System and configuration as well as function of each server, Network Bandwidth Requirements and Storage Requirements.	for managed services offering / PAAS offering, we may not get underline no of servers for the respective PAAS. Request clarification on this point	The mention of number of servers is for representational purpose only .
4	71	3.1.21 --> B	API Management Tool	Please clarify if only mobile based request will land through API Gateway from API Management tool or it will include any other channels	The API gateway to handle all channels of communications.
5	24	2.2 - existing functi	The Portal works with high level SOA based integration with core insurance business application (INLIAS).	Please clarify if the bidder can propose their own ESB layer for SOA based integration or the exising integration platform for SOA integration to be used	SOA based integration mentioned is existing in the currently operational portal of OICL . As clearly mentioned in the RFP in the proposed new solution microservices based containerised architechture has been asked which may use service mesh or any distributed integration layer.

6	44	3.1.3 --> point 8	There is no restriction if the bidder provisions the DC and DR to be hosted by two different CSPs as per the hybrid cloud strategy.	Different CSP may or may not have the same technology stack as CSP PAAS offering, in case when the bidder is selecting hybrid cloud staregy for DC & DR, can the bidder propose the cloud native platform / K8s platform, a CNCF certified common k8s platform which is available on most of the CSP & then install any required software on it with procured license to make same software stack available on both the CSP	The bidder may propose any Kubernetes based solution which is offered as PaaS by the CSP.
7	42	3.1.2.3	Backend layer to be on JavaScript based server side technologies/ Spring Boot framework/ Python based server side frameworks	Please clarify why server side technology is specified? As long as the framework provides functional requirements, alignment to any particular technology has no relevance.	No Low code/ No code/COTS solution is allowed and hence any associated framework is not also allowed. Please be guided by the RFP.
8	43	3.1.2.9	The Bidder/ CSP should adhere to serverless computing services model i.e. Function-as-a-Service or FaaS. All critical components and services to be on PaaS however non critical components/services may be Cloud Native.	Kindly specify what all services or service classes are required to be FaaS and which ones may be PaaS.	FaaS has been allowed as a subset of PaaS model only.
9	43	3.1.3.1	The solution to architected keeping in view that minimal vendor locking especially from cloud service provider point of view is achieved.	Use of cloud native services (for non critical components) is also a form of vendor lockin. Kindly clarify if the requirement here is keep the entire solution as cloud service provider agnostic?	Please be guided by the RFP only.
10	45	Point 27	The bidder shall propose cloud infrastructure such that at any point in time during the contract period, the peak CPU utilization of compute should not exceed 70% at the Primary Data Center and Disaster Recovery Center and 80% for storage.	cpu utilization is not revelent in context of serverless / FaaS service models. Kindly clarify this is applicable to VM based comoonent deployments only.	The wordings stands revised to "The bidder shall propose cloud infrastructure such that at any point in time during the contract period the SLA parameters mentioned in the RFP are not breached.". Please note IaaS mode of hosting is not allowed
11	46	3.1.4.1	The Critical Business Solutions and other proposed solutions' design and deployment architecture should be such that the system is available to users 24 X 7 throughout the year without any down time even during OLTP, daily, monthly or annual closings, system maintenance, backups, report generation, MIS generation, and running of batch processes.	This is not in harmony with RTO/RPO (30/15mins) as the ask is "without any downtime"	The RTO / RPO is for exigencies like Disaster recovery , unplanned outages etc. only and can not be a regular repeated affair.
12	78	3.1.31	RFP. The Bidder will have to do a benchmark on the cloud infrastructure, sizing and architecture proposed for the applications specific to the application designed by the Bidder with due concurrence of OICL.	Kindly share benchmarking specs/requirements, including load test, stress test, scalability test, volume test and endurance test etc. as desired to be part of the benchmark.	The benchmarking parameters has to be chosen to satisfactorily test the proposed traffic projection , SLA , RTO /RPO and other RFP requirements .
13	78	Para 3	While performing Benchmarking at DR Site bidder needs to make sure that there should not be any impact on SLA, RTO and RPO	Kindly clarify if this means that while the benchmark is being executed in certain time window, RTO/RPO should still be strictly applicable in the same time window?	The Benchmarking is to be a implemention phase activity only . Hence the following line stands deleted.

14	79	Para 2	Stress Testing: - Bidder needs to do stress testing during implementation using the stress testing tool. Stress Testing needs to be done on all layers of the solutions setup and if any deviations pointed out by the OICL, bidder needs to resolve the same before Go Live. Bidder needs to provide a report and take sign off from the OICL before going live.	Kindly specify layer where such stress test is required along with stress test specifications/requirements.	The testing parameters has to be chosen to satisfactorily check and comply the proposed traffic projection , SLA , RTO /RPO and other RFP requirements .
15	81	3.1.33	Ideally Bidder should not make OICL purchase/ maintain and/ or need not purchase by itself any hardware/ software/ middleware/ database licenses except cloud subscription for any critical component of the solution. Any licenses, if procured for any non critical cloud native component should be in name of OICL and should be perpetual in nature.	This requirement is not in harmony with vendor lockin/native services lockin requirements. In case no hw/sw is not expected to be purchased, then only such services, which are available with CSP as AaaS, FaaS etc. can only be used, which is only going to increase vendor/CSP lockin.	All the frameworks and components asked as PaaS are opensource based or equivalent and on top of it stringent Exit management clause has been incoporated.Hence please be guided by the RFP only.
16	43	3.13	Bidder needs to note that the application needs to be deployed on secured hyperscaler public cloud (Virtual Private cloud)	Please eloborate VPC , different CSP use different nomenclature like we use Gateway to secure , isolate ,seggergate vlan traffic as Classic Infra ..	Please refer RFP page #112 under "Network Security" and and RFP section 3.1.3 , point # 7 , page 44
18	43	Para 3	All Infrastructure should be provisioned as Infrastructure as a Code.	IF PaaS and FaaS is for all services / components then assume Infrastruture as Service is also included here ? IaaS	IaaS Mode of hosting is not allowed.
19	43	Para6	The Bidder/ CSP should adhere to serverless computing services that are able to run code in response to events and automatically manage the compute resources. The CSP should offer highly scalable and high performance container management service (e.g. Kubernetes or equivalent) in a multi node/ cluster formation leveraging both OS and VM level virtualization.	Compute VM level virtulatization i.e core / ram phsyical to virtual factoring is defined like 1:2 or 1:4 or Dedicated compute or shared compute , VSI shared , VSI dedicated or Baremental server with Kubernetes / Contianer mgmt service options , please eloborate	Since the deployment model asked is PaaS only hence the query is not relevant.
20	44	para 17	No separate charges for inbound or outbound data transfer-charges for port hours consumed or data transfer will be paid and the same has to be factored in by the Bidder in the commercials	in Paas or SaaS , data transfer egress is always chargeable and consumption based , on-demand , if you know how much users / bandwidht consumption is then provide else its pay-as-go model for bandwidth overage , please clarify	The bidder has to size the same as pay as go model for bandwidth is not allowed.
21	45	Para 27	The bidder shall propose cloud infrastructure such that at any point in time during the contract period, the peak CPU utilization of compute should not exceed 70% at the Primary Data Center and Disaster Recovery Center and 80% for storage.	For that you need to provide us existing data points of consumptions if no data is avaialble then oversubscription of compute / storage as buffer , please clarify	The wordings stands revised to "The bidder shall propose cloud infrastructure such that at any point in time during the contract period the SLA parameters mentioned in the RFP are not breached.". Please note IaaS mode of hosting is not allowed

22	46	para33	CSP/ MSP Shall have to provision for the below security components at the minimum to secure the environment (1) DDoS protection (2) Next Generation Firewall with capabilities to identify signature based and behavior based anomalies (3) Anti-virus and HIPS(for virtual Machine) (4) Data Encryption at rest and in transit (5) SSL off-load/ Data protection/ Zero Day Vulnerability protection (6) Web Application Firewall (WAF) (7) Basic SIEM and Security Reporting (8) Network Zoning and segmentation (9) Others (If required)	Please clarify , Security services team required for SIEM , SOC solution vendor is required here ?	It is for bidder to decide . Please be guided by the RFP requirement.
23	46	3.1.4	The bidder has to implement managed Disaster recovery as a Service (DRaaS) to ensure the failback task, assisting customers ready to resume normal operations from the DR site	DraaS are you looking from CSP or can be MSP managed solution on Cloud platform , please clarify	It is for bidder to decide . Please be guided by the RFP requirement.
24	69	Logging -> 3	Application should have the provision of monitoring any changes to inbuilt rules/ data	Please clarify what kind of audit or tracebility expected with rules.	Please be guided by the RFP requirement.
25	52	3.1.7 UI/ UX and Di	The SI shall support a single point of sign-on for all activities within the system and ancillary components including but not limited to rules engine, workflow software, web portal, testing tools, data imaging software, and reporting repository. Entry to the web portal shall support single sign-on from an outside secure web portal.	Please clarify user authorization will be managed through central IAM/LDAP or authorization & user role management can be managed by individual applications.	Please be guided by the RFP requirement.
26	44	3.1.3 Deployment Model -> 13.	Disaster Recovery resources other than data are to be configured scalable (on demand) to 100% of Production Data Centre capacity.	Please clarify deployment capcity for UAT, Pre-prod environment w.r.t production	Please be guided by the RFP requirement.