

Tender No. OICL/HO/ITD/IT-CONSULTANT/2021-1 Dated 07.09.2021
Empanelment of Information Technology
Consultants

S. No	RFP Page No.	RFP Chapter No.	RFP Clause No.	Clause Details as per RFP	Query/Suggestion/Clarification	OICL's Remark
1	15	1.5	4	Eligibility Criteria: The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure, solution, and application including project management, implementation and support in any BFSI/PSU Organisation in India.	Request you to update as "The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure, solution, and application including project management, implementation and support in any BFSI/PSU Organisation/ Government department in India."	Revised Clause: The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure, solution, and application including project management, implementation and support in any BFSI/PSU Organisation/ Government department in India."
2	15	1.5	2	Eligibility Criteria: The Bidder should have done a total turnover of more than Rs.50 Crores in IT Consultancy during the last financial year. Documents Required: Copy of the audited profit and loss account/ balance sheet/ annual report of the last financial year.	Please specify the "last financial year". Request you to accept CA certificate to comply this criteria.	Revised Clause: Eligibility Criteria: The Bidder should have done a total turnover of more than Rs.50 Crores in IT Consultancy during the last financial year (2020-21). Documents Required: Copy of the audited profit and loss account/ balance sheet/ annual report/ CA certificate of the last financial year.
3	16	2	2	Scope of Work: Vetting of RFPs prepared by OICL/preparation of fresh RFPs for Consumables	It is requested to limit the number of RFPs to be prepared in a month/ quarter.	As per the Terms and Conditions of the RFP
4	20	3	3.5	Evaluation of Bids: Period of empanelment will be for two years (extendable for one year on same Terms & Conditions solely at OICL's discretion).	Request to modify as: "Period of empanelment will be for two years (extendable for one year on same mutually agreeable Terms & Conditions solely at OICL's discretion).	As per the Terms and Conditions of the RFP
5	21	3	3.5	Points will be awarded based on the following criteria	It is requested to make the Technical evaluation criteria more objective by adding slab/ range based marking.i.e. 1. Corporate Health : Overall Turnover from Consulting is more than 200 Cr. : 15 Marks 2. Experience : At least 20 Years of presence in India : 40 Marks 3. Understanding and compliance with requirement : 10 marks 4. Team structure, Qualifications and Competence : Marking for resource proposed for the assignment by the firm. 5. Technical Presentation by Bidders : Evaluation parameter for presentation should be defined.	As per the Terms and Conditions of the RFP
6	15	1.5	3	The Bidder should have presence of more than three years in India and possess expertise in carrying out IT Consultancy: Document Required Copy of contract agreements/ Work Orders/ engagement letters / credential letters issued by the clients confirming year and Area of activity	For Document Required, We hereby request you to also consider Self certificate/ certificate from competent authority/ Certificate from statutory auditor.	As per the Terms and Conditions of the RFP

Tender No. OICL/HO/ITD/IT-CONSULTANT/2021-1 Dated 07.09.2021
Empanelment of Information Technology
Consultants

7				General	It is suggested that Minimum requirement of Manpower should be mentioned in RFP stating resource Education Qualification and Experience. This will support in evaluation and assure quality experts will be deployed by bidder.	As per the Terms and Conditions of the RFP
8	16		section 2, Scope of Work	<i>The Oriental Insurance Company Limited (OICL) intends to empanel Consultants for its various IT Activities / initiatives. Through this RFP, proposals are invited for empanelment of Consultancy firms/Organisations/LLPs to provide consultancy services for various ongoing IT activities and forthcoming IT projects which OICL may decide to get vetted and executed. Accordingly as and when the need for consultancy arises for any of the IT related activities (as mentioned in the indicative list below), the enquiry will be sent to the empanelled IT consultants and quotations / bids will be invited from them. The lowest commercial bid received from the empanelled IT consultants for the given requirement will determine the successful consultant for the respective IT consultancy work / IT Project.</i>	Kindly clarify if OICL will issue a new RFP for each project that it wishes to undertake. Also, will OICL sign a Master Agreement with the final bidder under which these projects will be undertaken vide Statement of Work(s) to be signed by parties pursuant to the Master Agreement? Please clarify the contracting model.	As per the Terms and Conditions of the RFP
9	19		section 2, Scope of Work	<i>The consultant will assist OICL in selecting various System Integrators / implementing vendors as per CVC guidelines. The creation of the RFP will be preceded by an extensive requirements gathering exercise aimed at defining the scope of work of the System Integrator / implementing vendor resulting in the creation of the Functional Requirement Specification (FRS). After a System Integrator / implementing vendor is selected, the consultant will be required to support OICL in monitoring the implementation of the project.</i>	While Consultant will be involved in monitoring of the project, kindly clarify if the ultimate decision making with respect to various stages in the project will vest entirely with OICL.	Understanding is correct
10	19		3.2.6 Terms and conditions of Tendering Firms	<i>Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.</i>	We assume that the terms and conditions of this RFP is only for the empanelment purposes and that the final contract upon project award will be executed between OICL and the final bidder basis mutual agreement. Kindly confirm the contracting model.	RFP document govern the contract. In addition of RFP T&C, project sepecific T&C like payment term and project time line will be added at the time of quotation called.
11	22		3.3 Procedure of Submission of Bids	<i>Bidders shall submit the Bids online on Gem Portal. Bidders should comply with the rules and regulations of GeM portal for submission of Bids.</i>	We assume that the final contract upon project award will be executed between OICL and the final bidder basis mutual agreement and that the final contract will supersede the GeM portal terms and conditions. Kindly confirm the contracting model.	After notification of Empanelment issued, RFP document govern the contract.
12	22		3.6.3 Signing of Contract	<i>At the same time as OICL notifies the bidder that the bid has been accepted, OICL will send the bidder the contract form as per Annexure-2 provided in the tender document, incorporating all agreements between the parties. On receipt of the contract form, the bidder shall sign and date the contract form, and return it to OICL on a mutually decided date</i>	The Contract Form has very few terms and we presume that the other terms and conditions will be mutually agreed between the parties. Kindly confirm this understanding	As per the Terms and Conditions of the RFP
13	23		3.6.4 Performance Security	<i>Within 15 days of the receipt of Notification of Empanelment from OICL, the bidder shall furnish Rs.10,00,000/- (Rupees Ten Lakhs Only) in the form of irrevocable Bank Guarantee / DD issued by Nationalised/Scheduled Bank towards performance security in accordance with the conditions of contract, as per proforma prescribed in section 5.3.</i>	We believe that the BG should be issued within 15 days from the date of signing of the final contract and not notification of Empanelment from OICL. Kindly confirm	As per the Terms and Conditions of the RFP
14	23		3.7 (j) General Conditions	<i>Unless otherwise deleted or modified by mutual agreement between the OICL and the successful Bidder, all terms, conditions and provisions contained in the RFP shall be incorporated into the contract by default.</i>	We assume that the final contract upon project award will be executed between OICL and the final bidder basis mutual agreement and that the final contract will supersede the GeM portal terms and conditions. Kindly confirm the contracting model.	After notification of Empanelment issued, RFP document govern the contract.
15	24		3.7 (k) General Conditions	<i>k) The aggregate liability of Bidders to OICL under the Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to Bidders hereunder The preceding limitation shall not apply to liability arising as a result of Bidder's fraud or willful misconduct in the performance of the services hereunder. In case the matter is referred to the court the liability would be as awarded by the Court.</i>	We suggest that the aggregate liability of Bidder be limited to the fees "received" and not fees "payable"	As per the Terms and Conditions of the RFP
16	24		4.3 Patent Rights	<i>The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR).</i>	This clause is not applicable to empanelment contract and to the scope of work contemplated under the RFP. If necessary, then the indemnity process and necessary exclusions should be identified. Kindly clarify.	As per the Terms and Conditions of the RFP

Tender No. OICL/HO/ITD/IT-CONSULTANT/2021-1 Dated 07.09.2021
Empanelment of Information Technology
Consultants

17	25	4.6 Change Orders	<i>OICL may at any time, by a written order given to the bidder to make changes within the general scope of the contract in the service to be provided by the bidder.</i>	For change in scope, parties should sign change orders specifying scope change and associated changes in costs and timelines.	As per the Terms and Conditions of the RFP
18	26	4.9 Termination for Default	<i>OICL may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part: OICL may elect:</i>	Both parties should have the right to terminate contract for default by the other party.	As per the Terms and Conditions of the RFP
19	26	4.12 Termination for Convenience	<i>1. To have any portion completed and delivered at the contracted terms and prices; and/ or 2. 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.</i>	In case of termination by either party and for cause or convenience, OICL shall have an obligation to pay fees for service performed as per the terms of the agreed Contract.	As per the Terms and Conditions of the RFP
20	27	4.13 Resolution of disputes	<i>The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract.</i>	OICL to clarify if venue for arbitration can be chosen as Mumbai instead of New Delhi	As per the Terms and Conditions of the RFP
21	28	4.15 Applicable Law	<i>The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)</i>	OICL to clarify if jurisdictions can be chosen as Mumbai instead of New Delhi	As per the Terms and Conditions of the RFP
22	28	4.17 Confidentiality	<i>The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.</i>	We suggest that the confidentiality period be limited to three (3) years from the date of disclosure of information	As per the Terms and Conditions of the RFP
23	29	4.18 Tools and Equipment	<i>The bidder shall provide all necessary tools and equipment required for the Consultancy and related services.</i>	Considering the scope of work which is consultancy, we believe this clause is not applicable. Parties will mutually agree on the necessary tools and equipments as may be required for the Services	As per the Terms and Conditions of the RFP
24	32	4.23 Professional Liability	<i>The consultant will cooperate fully with any legitimately provided / constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other mater related with discharge of contractual obligation</i>	Please clarify the intent of this clause. What are the investigations and inquiries referred to in this section	As per the Terms and Conditions of the RFP
25	33	5.1 Annexure 1: Statement of No Deviation	<i>There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us. The following documents shall be deemed to form and be read and construed as part of this Agreement viz,</i>	We would like to propose deviations to key clauses as highlighted in this document. Kindly clarify how these deviations can be addressed.	As per the Terms and Conditions of the RFP
26	34	Annexure 2: Contract Form	<i>The Terms and Conditions of Contract as specified in RFP (Tender No.: OICL/HO/ITD/ITCONSULTANT/ 2021-1) The Purchaser's Notification of Empanelment</i>	The Contract Form has very few terms and we presume that the other terms and conditions will be mutually agreed between the parties. Kindly confirm this understanding	As per the Terms and Conditions of the RFP
27	42	5.3 Annexure 3: Proforma for Bank Guarantee for Contract – Performance Security	<i>guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till _____ (viz. the date up to 27 months after the date of successful commissioning and acceptance by the purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.</i>	We propose that the BG should be valid until the completion of the Services under this Agreement and claims, if any should be brought within the same duration by OICL.	As per the Terms and Conditions of the RFP
28	45	5.11 Annexure 11: Non-Disclosure Agreement	<i>The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement</i>	We suggest that the confidentiality period be limited to three (3) years from the date of disclosure of information	As per the Terms and Conditions of the RFP

Tender No. OICL/HO/ITD/IT-CONSULTANT/2021-1 Dated 07.09.2021
Empanelment of Information Technology
Consultants

29	13	section 9, Indemnity	<p><i>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.</i></p>	<p>The NDA already covers remedies such as OICL's right to claim statutory damages, injunctive and other equitable relief. In light of this, we believe the additional protection of indemnification is unnecessary and should be deleted.</p>	<p>As per the Terms and Conditions of the RFP</p>
30	15	1.4 Schedule of Events	<p>Last date for submission of bid :- 27.09.2021 04:00 PM</p>	<p>We request OICL to kindly extend the submission date for at least 2 weeks</p>	<p>Last date of Bid submission-06/10/2021 16:00, Date of Eligibility cum Technical Bid Opening-06/10/2021 16:30</p>
31		1.5 Eligibility Criteria	<p>The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure, solution, and application including project management, implementation and support in any BFSI/PSU Organization in India.</p>	<p>1) Since this is an consultant RFP and the experience sort is for Implementation and Support. We request OICL to please clarify the same and also amend the same as "The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure, solution, and application including project management in any BFSI/PSU Organization in India." 2) Please clarify if all the things are to be in same PO or there can be multiple PO</p>	<p>As per the Terms and Conditions of the RFP</p>