

**Reply to Pre-Bid Queries for Tender Ref. No. OICL/HO/ITD/SERVER/2022/01 dated 07/02/2022**

S.No	Page #	Point/Section #	Existing clause	Query Sought	OICL Remarks
1	17	2.1.10. Annual Maintenance	Further provided that OICL may, during the currency of the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to shift the equipment to new location as specified by OICL and continue to maintain the goods at the new location without any other additional cost to OICL.	Bidder's understanding is that OICL will only make payment for shifting charges and any configuration changes through change request order. Bidder scope will be limited to providing AMC & FMS support without any additional cost to OICL. Kindly confirm.	OICL will take care of shifting charges and all other terms & conditions remains same.
2	25	3.1.2.9. 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.	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 <u>at mutually agreed terms and conditions</u> . 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. <b>However, additional prices shall be charged if the change request / alteration / amendment / addition is outside of the scope mentioned in the RFP or for any additional services/goods required to be provided which are not mentioned in RFP. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services/goods not part of the commercial bid.</b>	As Per RFP
3	32	4.14 Termination for Default and 4.16 Termination for Convenience	As per RFP	Bidders understanding is that In the event of contract termination, OICL shall pay to the Bidder: (a) the amount due under the Agreement/SLA or any statement of work up to the effective date of termination for Goods delivered; Services rendered; Works in progress; unpaid AMCs/Services (including parts thereof); and (b) committed costs for goods sold and software licenses and hardware that the Bidder has incurred for provision of services to OICL; (c) any termination charges pre-agreed or agreed after by the parties; and (d) any unamortized costs for investments made by OICL or unrecovered/unadjusted investments as per termination schedule till the date of termination; (e) any amounts due to OEM or other third parties which cannot be avoided in spite of efforts by the Bidder. <b>Kindly confirm</b>	As per RFP
4	33	4.23 No Claim Certificate	As per RFP	Bidder will submit the invoices as per payment terms defined in the RFP. <b>Request OICL to delete this clause.</b>	As Per RFP
5	34	4.25 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.	Request OICL to remove the <del>debar word</del> from this clause and replace as per below as debarment is not acceptable to the bidder's legal and finance team. "ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time <b>prior to signing of contract</b> , it is found that the Bidder had made a <b>false/fraudulent</b> statement <b>intentionally</b> , which is factually incorrect <b>at the time of conveying knows it</b> , OICL will reserve the right to debar <b>disqualify</b> the Bidder from this bidding. <del>prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary."</del>	Revised Clause : 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 <b>disqualify</b> the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.
6	34	4.26 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's understanding on this clause is that Bidder's maximum aggregate cumulative liability for its obligations under the contract, regardless of the form of claim, including all indemnities shall not exceed the total contract value. Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving. <b>Kindly confirm.</b>	Yes your understanding is correct
7	35	4.28 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 Parties 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.	OICL clarifies that <b>Disclosing Party</b> shall be entitled to <b>seek</b> an injunction, restraining order, right for recovery; <b>and</b> suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the <b>Receiving Party</b> from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document <b>for confidentiality</b> . These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL Parties may have at law or in equity. <del>including without limitation a right for recovery of any amounts and related costs and a right for damages.</del>	As Per RFP
8	66	9.12 Annexure 12: Integrity Pact	As per RFP	Request OICL to submit the latest CVC approved integrity pact.	As Per RFP

**Revised Schedule**

Event	Revised Date
<b>Sale of RFP</b>	<b>7<sup>th</sup> Feb 2022 to 11<sup>th</sup> March 2022</b>
<b>Last date for submission of bids</b>	<b>11<sup>th</sup> March 2022, 3:00 PM</b>
<b>Opening of pre-qualification bid</b>	<b>11<sup>th</sup> March 2022, 3:30 PM</b>