

Response to pre-bid queries for Tender Ref No: OICL/HO/ITD/SERVER/2022/01 dated 07.02.2022

S.No	Page #	Organization	Point/Section #	Existing clause	Query Sought	OICL Remarks
1	17	Wipro	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.	We request OICL to kindly consider mutually agreed upon via a change order request.	As Per RFP
2	18	Wipro	2.1 Annual Maintenance	13) Review of business and technical requirements with OICL for the systems installed and its configuration. 14) Creation of Physical Domain and logical domains/containers as per OICL Requirement. The services team shall configure the domains/virtual environments as required by the solution. All required settings and configurations will be the responsibility of the services team. 15) Operating System (Solaris 10/11) configuration and tuning for the upgraded system boards and I/O units. 16) Creation of OS clusters for high availability. 17) File system configuration, Storage configuration and Network configuration.	Request OICL to confirm whether these 5 points under this clause are part of OEM scope or bidder is required to factor additional resources.	As Per RFP
3	19	Wipro	2.2 Facility Management Services	19) Quarterly preventive maintenance activities to be arranged along with reactive support as and when needed. Support for Quarterly Full Stack Downloadable Patches (QFSDP) and other relevant proactive/reactive patching to be provided in co-ordination with OICL team. 20) Perform server administration tasks, including user/group administration, security Permissions, group policies, print services, event log warnings and errors, and resource monitoring, ensuring system architecture components work together seamlessly 21) Monitoring Data Centre's Hardware and Performance of Oracle Hardware and respond to hardware issues as they arise 22) Handling day to day Health Check and maintenance activities like CPU, Memory and file system usage monitoring and raising SR to Oracle to take corrective actions in case of issues. 23) Monitoring Zones/Ldoms and resource. 24) Ensure security through access controls, backups, and firewalls 25) Implementing various OS related hardening configuration 26) Creation of shell scripts & other automation techniques as needed. 27) Interact with various stakeholders to resolve the issues at the earliest. 28) Closure of Quarterly Vulnerability Assessment & Penetration Testing (VA-PT) observations, IRDAI observations, concurrent audit observations and evidence gathering, latest security patches, etc.	Request OICL to confirm whether these 10 points under this clause are part of OEM scope or bidder is required to factor additional resources.	As per RFP
4	27	Wipro	3.1.11 Penalties and delays in Bidder's performance	In case the vendor fails to meet the SLA mentioned in section 7, penalty will be imposed as mentioned in section 7 Service Level Agreement	Since the RFP has asked for OEM resources and the entire SLA will be managed by the OEM, hence there should be a mechanism to either deduct penalty from the OEM or the SLA's should be in line with OEM standard SLA's. The bidder have standard global agreements with the OEMs and there is no penalty deduction mechanism available with the bidder as the OEM is not agreeing for the same.	As Per RFP
5	17	Wipro	2.1.11. & 2.1.12 Annual Maintenance	Exclusions: In case of partial/ full damage or loss of equipment due to reasons beyond the control of OICL like (a) accident or negligence by OICL, (b) causes external to the equipment such as electrical power fluctuations and failures etc. (c) Theft, fires, riots, strikes or acts of enemy etc., the Bidder would not be penalized. However, the onus of such proof will be on the Bidder. In such circumstances also, the Bidder should be in a position to supply a functional standby equipment with same configuration or higher and restore all the services. Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.	1. Bidder understands that in the scenario as described in this clause, OICL will pay for the additional cost for any functional standby equipment. Kindly confirm. 2. We understands that no penalty will be applicable in the scenario as described in this clause where bidder is not at fault. Kindly confirm.	As Per RFP

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6	23	Wipro	2.6 Geographical Location	Note: If OICL shifts any of the sites to a new location, the successful Bidder shall provide respective services from the new location.	<p>We request OICL to amend the clause as per below:</p> <p>"Note: If OICL shifts any of the sites to a new location, the successful Bidder shall provide respective services from the new location via a mutually agreed upon change order request."</p> <p>Justification: We request for the right to analyse all aspects with respect to a new location. A change order would be required in case of a 'commercial impact to be incurred' is analysed for performing from the new location.</p>	As per RFP
7	25	Wipro	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.	<p>1. OPTION 1: Bidder understands that this RFP is for AMC and FMS services and there is no product supply and hence this clause is not applicable. Request OICL to kindly delete this clause.</p> <p>2. Option 2: In case OICL continues with this clause in the RFP then we request OICL to It should be restricted to +/-10% maximum of the quantity quoted as per RFP and also confirm that OICL will make complete payments for any AMC/FMS services backlined with OEM. Also any alteration in quantities will be at mutually agreed terms and conditions with bidder. Kindly confirm.</p>	As Per RFP
8	25	Wipro	3.1.3 Sub-contracts	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. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.	<p>Request OICL to consider the below change in this clause.</p> <p>"It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of and shall be responsible for the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any."</p>	As per RFP
9	26	Wipro	3.1.8 Delay in Bidder's performance	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.	<p>Bidder's understanding of this clause is that</p> <ol style="list-style-type: none"> This clause is applicable for any obligations arising due to events solely attributable to the Bidder. OICL will provide reasonable cure period of thirty (30) days from the date of receipt of OICL's prior written notice for termination. The overall penalties including liquidated damages shall be capped to 10% of the total contract value. In case of any termination, OICL will pay the Bidder for goods delivered and services rendered till the date of termination. <p>Kindly confirm.</p>	As per RFP

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10	27	Wipro	3.2 Other RFP Requirements	<p>b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services 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.</p>	<p>Request OICL to consider the below changes to this clause</p> <p>"b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services 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.</p> <p>ADD: Such audits shall take place with an advance notice of 30 days and not more than once annually. If OICL wishes to select a third party auditor to perform such audit / inspection, such auditor shall not be the Bidder's competitor and shall sign a confidentiality agreement reasonably agreeable to the Vendor prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement. Auditable files and records shall not include any personnel related information, product or labor cost data, Vendor's customer data, or proprietary data relating to the Bidder's products or services and shall exclude from its purview any information or records pertaining to Bidder's internal cost data. Audits shall be performed at OICL's cost during normal business hours in a manner to minimize disruption to the Bidder's business, and OICL shall promptly provide the Bidder with a copy of the results of the audit."</p>	As per RFP
11	28	Wipro	4.1 Contract Commitment	<p>OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of three years and extendable for two years on same Terms & Conditions and mutually agreed prices (solely at OICL's discretion).</p>	<p>Request OICL to kindly consider the below changes to this clause as there is contradiction within the statement of this clause.</p> <p>"OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of three years and extendable for two years on mutually agreed terms & conditions and prices."</p>	As per RFP
12	28	Wipro	4.4 Assignment	<p>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.</p> <p>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.</p>	<p>Request OICL to consider the below changes to this clause.</p> <p>" 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 with the prior written consent of the Bidder. Neither Party may assign the Contract or SOWs without the prior written consent of the other and any assignment made without such consent will be void and of no effect as between the Parties. 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 either Party may have at law and/or equity. OICL may have against the Bidder. The Bidder shall ensure that they will use best endeavors so that the said subcontractors shall agree to provide such services to OICL at no less favourable similar terms than that as may be 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.</p> <p>However, in the event of such termination of an SOW hereunder due to assignment, OICL shall pay Bidder/Vendor: (1) all fees as specified in the SOW and expenses up to the effective date of the termination, including work in progress, plus fees for the applicable notice period irrespective of whether Company requires Bidder's services during such period; and (2) any termination charges agreed by the Parties. If this RFP/Contract is terminated before all SOWs executed hereunder are terminated or completed, the terms of this Agreement shall remain in full force until the termination or completion of such SOW."</p>	As per RFP

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13	29	Wipro	4.6 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.	Bidder's understanding of this clause is that all Indemnities would be limited to the limitation on liability subject to Clause 4.26 and shall exclude indirect, consequential and incidental damages. Kindly confirm	As per RFP
14	30	Wipro	4.12 Confidentiality The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender. Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.	Request OICL to change this clause as per below: "The requirements of use and confidentiality set forth herein shall survive for two (2) years after the expiration, termination or cancellation of this tender. In no event shall the information/Bidder's Proposal be disclosed to other bidders or third parties without the permission of the Bidder in question. Notwithstanding anything to the contrary, to the extent the Bidder shares any confidential information with OICL (including contents disclosed at the time of bid submission), the provisions of this RFP shall apply mutatis mutandis to OICL."	As per RFP
15	31	Wipro	4.14 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, Tools 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). However, the Bidder shall continue performance of the contract to the extent not terminated.	Bidder's understanding of this clause is that 1. This clause is applicable for material obligation(s) under the contract after the cessation of a 30 days cure period. 2. In case of any termination, OICL shall be responsible to pay the Bidder the following: a) Goods delivered till the date of termination; b) Services rendered till the date of termination; c) Work in progress; d) Third party orders in pipeline which cannot be cancelled despite Bidder/Bidder's best efforts; e) Unrecovered investments shall be paid by OICL as per termination schedule till the date of termination. Bidder may terminate any SOW and/or the entire Agreement upon written notice to ReBIT in the event that ReBIT commits a material breach of the Agreement or SOW including but not limited to non-payments of invoices / clearing over-dues and fails to cure such default to the Bidder's reasonable satisfaction within thirty (30) days after receipt of notice. Kindly confirm.	As per RFP
16	32	Wipro	4.15 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	<u>Bidder request the following changes to the termination clause</u> <u>4.15 Termination for Insolvency</u> OICL Both Parties may, at any time, with a prior written notice of ten (10) days , terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if: a. The other Party 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 either Party . b. The other Party 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 either Party . Kindly confirm	As per RFP

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17	32	Wipro	4.16 Termination for Convenience	<p>OICL may send by 30 calendar days written notice to the Bidder to terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In the event of the Bidder wishing to terminate this agreement, the Bidder may send by 90 calendar days written notice to OICL to terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by OICL at the contracted terms and prices. For the remaining goods and services, OICL may elect:</p> <p>i. To have any portion completed and delivered at the contracted terms and prices; and/ or</p> <p>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 and the decision of OICL shall be final.</p>	<p>Bidder request the following changes to the termination clause</p> <p>4.16 Termination for Convenience</p> <p>We propose that the notice period is extended to 90 days from 30 days and In the event of such termination, OICL shall pay to the Bidder:</p> <p>(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</p> <p>(b) committed costs for goods sold and software licenses and hardware that the Bidder has incurred for provision of services to OICL;</p> <p>(c) any termination charges pre-agreed or agreed after by the parties; and</p> <p>(d) any unamortized costs for investments made by OICL or unrecovered/unadjusted investments as per termination schedule till the date of termination;</p> <p>(e) any amounts due to OEM or other third parties which cannot be avoided in spite of efforts by the Bidder.</p> <p>Kindly confirm</p>	As per RFP
18	33	Wipro	4.21 Taxes & Duties	<p>The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.</p>	<p>Bidder understanding is that GST and other local taxes will be extra as applicable. Kindly confirm.</p>	As per RFP
19	34	Wipro	4.24 Cancellation of the contract & compensation	<p>OICL reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Company in the following circumstances:</p> <p>i. The selected Bidder commits a breach of any of the terms and conditions of the bid.</p> <p>ii. The selected Bidder goes in to liquidation voluntarily or otherwise.</p> <p>iii. The progress made by the selected Bidder is found to be unsatisfactory</p> <p>iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>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.</p> <p>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 to Bidder. 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.</p> <p>If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract</p>	<p>We cannot agree to multiple termination / cancellation rights, the essence of this clause is already captured under 4.14. above. Hence, request OICL to delete this clause to remove ambiguity due to redundancy.</p>	As per RFP

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20	34	Wipro	4.25 Rights reserved by OICL	<p>i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.</p> <p>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.</p> <p>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.</p>	<p>Request OICL to remove the debar word/condition from this clause and replace with the below as debarment is not acceptable to the bidder legal and finance team.</p> <p>"b. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time prior to signing of contract, it is found that the Bidder had made a false/fraudulent statement intentionally, which is factually incorrect at the time of conveying knows it, OICL will reserve the right to debar disqualify the Bidder from this bidding, prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary."</p>	As per RFP
21	34	Wipro	4.26 Limitation of Liability	<p>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.</p>	<p>Bidder's understanding on this clause is that neither Party shall, in any event, regardless of the form of claim, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to this and notwithstanding anything to the contrary elsewhere contained herein.</p> <p>Kindly confirm.</p>	As per RFP
22	35	Wipro	4.28 Violation of terms	<p>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.</p>	<p>Request OICL to amend this clause as per below.</p> <p>"OICL clarifies that OICL Disclosing Party shall be entitled to seek an injunction, restraining order, right for recovery; and suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder Receiving Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document for confidentiality. 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."</p>	As per RFP
23	48	Wipro	9.3 Annexure 3: Contract Form	<p>In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the purchaser to provide the services and to remedy defects therein the conformity in all respects with the provisions of the contract.</p> <p>The purchaser hereby covenants to pay the Vendor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.</p>	<p>We propose deletion of these onerous / unfavorable provisions and request for mutual negotiation of all terms & conditions to conclude upon the duly executable Contract.</p> <p>Kindly confirm</p>	As per RFP
24	53	Wipro	9.7 Annexure 7: Statement of No Deviation	As per RFP	<p>Request OICL to confirm the below amendment to the this clause.</p> <p>"There are no material deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender. All the terms and conditions of the tender included in the Contract by way of amendments to the RFP T n C's and/or the Bidder's deviation sheet through mutual agreement are acceptable to us."</p>	As per RFP

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25	57	Wipro	9.11 Annexure 11: Non-Disclosure Agreement	As per RFP	<p>4. Term: This Agreement shall be effective for contract duration from the date hereof and shall survive for two (2) years after the expiration, cancellation or termination of this Agreement.</p> <p>9. Indemnity: Subject to the limitation on liability under Cl. 4.26 herein, the Vendor shall defend, indemnify and/or settle 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 third-party claims, demands, direct and actual damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any direct breach of confidentiality obligations under this Agreement, 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</p> <p>ADD: In no event shall the information/Bidder's Proposal be disclosed to other bidders or third parties without the permission of the Bidder in question. Notwithstanding anything to the contrary, to the extent the Bidder shares any confidential information with OICL (including contents disclosed at the time of bid submission), the provisions of this RFP shall apply mutatis mutandis to OICL.</p>	As per RFP
26	66	Wipro	9.12 Annexure 12: Integrity Pact	As per RFP	Request OICL to consider the new CVC approved integrity pact without Fall clause and other onerous sanctions for violations.	As per RFP
27	NA	Wipro	Saving Clause	General Query	<p>Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.</p> <p>Please confirm</p>	As per RFP
28	NA	Wipro	Deemed Acceptance	General Query	<p>Services and/or deliverables shall be deemed to be fully and finally accepted by OICL in the event when OICL has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when OICL uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Customer.</p> <p>Please confirm</p>	As per RFP
29	NA	Wipro	Change Order	General Query	<p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</p> <p>Please confirm</p>	As per RFP
30	NA	Wipro	Credit Period for Payment	General Query	<p>All the payments to be made within 30 days of submission of invoice</p> <p>Please confirm</p>	As per RFP
31	NA	Wipro	Termination by Bidder	General Query	<p>Successful Bidder may terminate the Agreement upon written notice to the OICL in the event that the OICL commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice. In the event of termination of an SOW hereunder, Company shall pay bidder: (1) all fees as specified in the SOW and expenses up to the effective date of the termination, including work in progress, plus fees for the applicable notice period irrespective of whether Company requires bidder's services during such period; and (2) any termination charges agreed by the Parties. If this Agreement is terminated before all SOWs executed hereunder are terminated or completed, the terms of this Agreement shall remain in full force until the termination or completion of such SOW.</p> <p>Please confirm</p>	As per RFP
32	NA	Wipro	DELAYED PAYMENTS	General Query	<p>The service provider may charge interest at the rate of 1% per month for any delayed payments. Please confirm acceptance of the same.</p>	As per RFP
33	27	Sify	3.1.9 Payment Terms	3.1.9 Payment Terms - FMS-25% of the Annual Charges at the end of each quarter or part thereof	We request you to kindly amend the payment terms for FMS as Quarterly in Advance	As per RFP

Response to pre-bid queries for Tender Ref No: OICL/HO/ITD/SERVER/2022/01 dated 07.02.2022

S.No	Page #	Organization	Point/Section #	Existing clause	Query Sought	OICL Remarks
34	27	Sify	3.1.9 Payment Terms	3.1.9 Payment Terms - AMC-25% of the Annual Charges at the end of each quarter	Since the back-to-back payment terms for AMC to OEM are "Annual in Advance", we request OICL to kindly amend the Payment Terms accordingly as "Annual in Advance"	As per RFP
35	43	Sify	Penalty for Server Availability	Penalty for Server Availability 99.95 % 0 99.9 % 1 % of TCO Value 99.8 % 2 % of TCO Value 99.7 % 3 % of TCO Value 99.6 % 4 % of TCO Value 99.5 % 5 % of TCO Value 99.4 % 6 % of TCO Value 99.3 % 7 % of TCO Value 99.2 % 8 % of TCO Value 99.1 % 9 % of TCO Value 99 % 10 % of TCO Value	As the uptime is related with the Server availability, hence, we request you to kindly consider the AMC value of the hardware / Servers only for the calculation of penalties. Further, request OICL to relax / amend the penalties as under (Maximum capping = 5%): 99.95 % 0 99.9 % 0.5 % of Quarterly AMC Value of Hardware 99.8 % 1 % of Quarterly AMC Value of Hardware 99.7 % 1.5 % of Quarterly AMC Value of Hardware 99.6 % 2 % of Quarterly AMC Value of Hardware 99.5 % 2.5 % of Quarterly AMC Value of Hardware 99.4 % 3 % of Quarterly AMC Value of Hardware 99.3 % 3.5 % of Quarterly AMC Value of Hardware 99.2 % 4 % of Quarterly AMC Value of Hardware 99.1 % 4.5 % of Quarterly AMC Value of Hardware 99 % 5 % of Quarterly AMC Value of Hardware	As per RFP
36	34	Sify	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.	We request OICL to kindly amend the clause as below : Bidder's cumulative liability for its obligations under the contract shall not exceed 5% of total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.	As per RFP
37	15	Sify	Eligibility Criteria	In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.	We request you to kindly add the following clause to the Eligibility / Bidder's Credentials requirements: "In case of corporate restructuring, all the Qualifying Requirements / Eligibility Criteria / Technical Scoring Criteria (or any other criteria pertaining to bidder's credentials) can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or by its fellow subsidiary company. Supporting documents of the parent company's / fellow subsidiary company's credentials shall be acceptable for all the Eligibility Criteria and any other criteria requiring bidder's credentials."	As per RFP
38	43	Sify	Penalty for Server Availability	Penalty shall be calculated on quarterly basis. The penalty on availability default will be subject to an overall cap of 10% of the contract value	We request OICL to kindly cap the overall cap to not more than 5% of the contract value.	As per RFP
39	18	Sify	Section 2.1	Annual Maintenance - Scope of work from point no. 13 to 17	Annual Maintenance - The scope of work from point no. 1 to 12 is part of AMC and further point no. 13 to 17 should be part of FMS scope instead of AMC support. Request OICL for amend the points accordingly.	As per RFP
40	N/A	Sify	Additional		We request OICL to add the below clause : AMC payment due to the bidder shall be processed and made within 30 calendar days from the date of submission of complete documentation to OICL.	As per RFP