

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
1	14	2.2 Scope for AMC for SAP based Investment Management System	6. The Bidder should perform the DR Drills for SAP related application at the time of DR drill activities. OICL shall perform the DR Drill Quarterly.	How many DR Drills are required to be supported within a year?	Shall be Shared with the succesful bidder, Currently OICL Perform DR Drill Quarterly
2	14	2.2 Scope for AMC for SAP based Investment Management System	7. Bidder is required to provide the online tool for ticket logging and detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc. The Bidder should provide any software, hardware and middleware required for ticketing tool without any additional cost to the OICL.	Is L1 support is in bidder scope. Kindly confirm. Also, OICL currently has ticketing tool. Kindly confirm if the bidder has to quote for a seprate ticketing tool for this project. Kindly confirm.	Bidder is required to provide support to maintain the SAP Application as mentioned in the RFP and adhere to SLA. Bidder is required to provide Ticketing Tool to OICL on Service Based Model, Bidder has to log tickets in the ticketing tool , OICL will send the queries through Phone or EMAIL . Bidder is required to submit monthly report of the issues reported and resolved
3	15	2.2 Scope for AMC for SAP based Investment Management System	13. The Bidder shall provide and implement from time to time, the Updates/Upgrades/New releases/New versions of the software. The Bidder should ensure upgrades, updates & patches of the SAP Solution and tools to OICL as and when released by SAP Solution OEM.	How many upgrades / new releases have been applied till date on the system. Please provide details along with the timelines too.	Shall be Shared with the succesful bidder
4	18	2.2 Scope for AMC for SAP based Investment Management System	46 All the Critical Reports have to be the part of transition process.	How many reports are there right now? Kindly provide the list of exisitng reports	Shall be Shared with the succesful bidder
5	13	Eligibility Criteria	Bidder should be providing Application Management Support services for SAP Treasury and Loan Management Module to at least one BFSI Client having networth more than Rs.1000 Cr.	Loan management is a sub module of SAP Treasury Management solution. Our credentials would state that SAP treasury / investment management solution instead of Loan management. Kindly confirm the above understanding.	Revised Clause: Bidder should be providing Application Management Support services for SAP Treasury Module to at least one BFSI Client having turnover more than Rs.200 Cr.
6	14	Scope for AMC for SAP based Investment Management System Sl No. 1	SAP BIW / EP to provide decision support	Please specify how is dashboards implemented in BIW? What is the currently Enterprise portal used in OICL .Please mention the SAP Versions implemented for SAP ECC, BIW and EP Stack?	Shall be Shared with the successful bidder ECC – ECC 6.0 EHP6 EP – Netweaver 7.1 BW – Netweaver 7.1
7	14	Scope for AMC for SAP based Investment Management System Sl No. 1	SAP BIW / EP to provide decision support	Please mention the List interfaces established (applications interfaced with SAP? If yes, what is the middleware used? Please provide details on Type of external Interfaces in-bound/out-bound? What data exchanged across interface/applications. Whether it is on-line/off-line.Please mention the Number of Users module wise with Year on Year growth.Please provide of List FRICE Objects developed in ECC Stack.Please provide details on customized solution implemented in SAP ECC and EP Stack.Provide details of Company codes and plants implemented in SAP ECC Stack.Please specify the geographic location which needs to be covered as part of support scope.What is the OS and Database Version.When was SAP implementation completed	Shall be Shared with the successful bidder

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8	14	Scope for AMC for SAP based Investment Management System Sl.No.4	The Bidder is also required to provide Application Management, Technical, Functional and Basic Support for the SAP Application during the contract period	Please specify the level of support services required 1. Helpdesk support , 2. L1,L2 and L3 support ( run the business incidents), 3. L4 - change requests , 4. Is specific support required for SAP Basis support ? 4 Please confirm if helpdesk will be set up and managed by OICL IT team and support partner can take up other levels of support?	Bidder is required to provide support to maintain the SAP Application as mentioned in the RFP and adhere to SLA. Bidder is required to provide 4)Helpdesk is required to be setup and managed by the Bidder.
9	14	Scope for AMC for SAP based Investment Management System Sl.No.5	Co-ordination with Hardware vendor of OICL for resolving hardware and OS related issues	Please elaborate in details the expectaion from service provider.	As per the Terms and conditions of the RFP
10	14	Scope for AMC for SAP based Investment Management System Sl.No.6	The Bidder should perform the DR Drills for SAP related application at the time of DR drill activities. OICL shall perform the DR Drill Quarterly.	1. Is DR support also included as part of support scope. 2. Please confirm if Basic monitoring services will be managed by OICL IT team and escalated calls will be resolved by Service provider ? 3. How is the system architecture (2 tier or 3 tier)? Please specify the no of physical servers ? Where are the servers placed ? Is DR set up available and where it is placed ? 4. Where is the OICL data center placed?	1)OICL Existing Vendor will perform the DR Drill for all the other application , The Bidder should perform the DR Drills for SAP related application at the time of DR drill activities. 2) No Basic Monitoring is in Place 3) The System Architecture is 3 Tier for ECC, 2 Tier for EP, 3 Tier for BW and 1 Tier for Solmon No. of Physical Server for SAP Applications are 8 The Server are Placed at OICL DC & DR OICL has DR Setup in Place 4)OICL DC is in Bangalore and DR is in Mumbai
11	14	Scope for AMC for SAP based Investment Management System Sl.No.7	Bidder is required to provide the online tool for ticket logging and detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc	Please confirm- Is there any Ticketing Tool which OICL is using? Can Support partner propose Solution Manager – Service Desk which can be used as ticketing tool.	Bidder is required to propose the Ticketing Tool on service based model to OICL
12	15	Scope for AMC for SAP based Investment Management System Sl.No.10	The Bidder will also provide a Project Manager to co-ordinate all the IT related activities including SAP, hardware, networking etc. Project Manager will be responsible for liaising with all the stakeholders for transition and running the SAP smoothly	Please specify whether a Dedicated Project Manager required for this engagement.Also specify whether the project manager is required at onsite or at off-shore.	Bidder is required to provide a dedicated project Manager who is required to attend the Quarterly Review Meeting in OICL HO, The Support can be provided on Offsite Onsite Model as per the requirement
13	15	Scope for AMC for SAP based Investment Management System Sl.No.11	The maintenance support should be provided on all working days and should adhere to the SLA requirements	Please confirm the working days.Can the partner propose normal service window of 8 x6 and oncall support during non working hours for Severity 1 incidents?	Working Days here refers to OICL business working days from 10:00 AM to 6:00 PM. All the SLA has to be maintained irrespective of the OICL Business Working Days

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14	15	Scope for AMC for SAP based Investment Management System Sl.No.12	Bidder can provide support on offsite/onsite model on need basis to maintain the SLA requirement of the RFP. Onsite would include OICL DC (Bangalore), OICL DR (Mumbai), Head Office of OICL (NCR). No extra cost would be provided for onsite support. Bidder has to provision for onsite support accordingly as per requirement.	1. Which critical module support is preferred for providing onsite support? 2.Please confirm the OICL onsite location for providing the support. 3. Is OICL looking for dedicated offshore support or Partner can propose offshore shared support?. 4. Please confirm if OICL will provide necessary workplace and administrative assistance (including cubicles for project manager/team members, telephone, fax, printer, laptops/ desktops, internet connectivity, canteen facilities etc.) to the Wipro team working Onsite. 5. What relevant experience of onsite resource is OICL looking for? 6.Who is the current support partner? What is current model of support provided by existing partner. If it's a mixture of onsite and offshore on a shared basis kindly provide the onsite skill set. 7.What is the current support tool used for logging the helpdesk calls? 8. Please provide calls logs for past one year with the Module wise break up of modules and L1,L2 ,L3 categories. 9. Please provide list of Changes (efforts < = 14 man days) with module wise break up module wise for past one year.10. Please confirm if Early watch alert has been configured ? Is Go-live check or early watch check availed from SAP in past. 11. Are there any monitoring tools available for BASIS administration ? 12.What are the extent of documentations available for eg., Business Blue Print, requirement specification , functional specification , technical specification etc.,	1) As per the Terms and Condition of the RFP 2) Onsite would include OICL DC (Bangalore), OICL DR (Mumbai), Head Office of OICL (NCR). No extra cost would be provided for onsite support. Bidder has to provision for onsite support accordingly as per requirement. 3)Bidder is required to right size the onsite /offsite support in order to maintain the application and adhere the SLA 4)OICL will provide the space, internet connectivity and power to the onsite team. 5)Please refer the Annexure 11 of the RFP 6)Shall be shared with the succesful bidder 7)As per the Terms and Condition of the RFP 8)Shall be shared with the succesful bidder 9)Shall be shared with the succesful bidder 10)Yes, Early Watch Alert has been Configured. Further Details will be shared with the Successful Bidder 11) There is no Monitoring Tool Implemented. 12) Shall be shared with the succesful bidder
15	15	Scope for AMC for SAP based Investment Management System Sl.No.13	The Bidder shall provide and implement from time to time, the Updates/Upgrades/New releases/New versions of the software. The Bidder should ensure upgrades, updates & patches of the SAP Solution and tools to OICL as and when released by SAP Solution OEM	Carrying out Technical/ Functional Version/EHP upgrades requires subject matter experts for implementing and this being time bound implementation therefore this such upgrades to treated as projects and same will be charged additionally. Patch Upgrades, Service pack upgrade and Snote implementation will be covered as part of support scope	As per the Terms and conditions of the RFP
16	15	Scope for AMC for SAP based Investment Management System Sl.No.16	Enlightening the End Users with regard to the issues, implementing the changes at Configuration Level as and when required	This point needs more clarity and understanding.Please specify.	As per the Terms and conditions of the RFP

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17	15	Scope for AMC for SAP based Investment Management System Sl.No.17	Implementing the internal Circulars from OICL as and when required, implementing Periodical Changes, maintaining the SAP Application for the changes necessitated by internal or external circumstance, any other changes as required by OICL.	This point is not clear as to what is expected from the support partner? What is meant by Implementing the internal circulars from OICL,please specify.	As per the Terms and conditions of the RFP
18	15	Scope for AMC for SAP based Investment Management System Sl.No18	Carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 14 man days per change request. Efforts requiring more than 14 man days will be considered through Change Request route subject to condition based on mutually agreed number of man-days and will be paid based on per man-day cost agreed in Bill of Material	Partner proposes the concept of Minor and Major changes where Minor Changes will be considered as < = 5 mandays of efforts and efforts > 5 man days will be qualify for change requests. For Handling Minor and Major changes, Fixed capacity bucket per year will be defined for handling such changes? Efforts > more than 20 man days will be qualified as projects and same will be charged additionally..	As per the Terms and conditions of the RFP
19	16	Scope for AMC for SAP based Investment Management System Sl.No. 21	The coverage of maintenance support will be at least across the following though not limited to these only: vii Workflow changes	Is Workflow also included as part of support scope? If yes it has called out in scope of SAP modules,please ammend the clause.	As per the Terms and conditions of the RFP
20	16	Scope for AMC for SAP based Investment Management System Sl.No. 21	The coverage of maintenance support will be at least across the following though not limited to these only: xxxii Performance tuning reports	Please specify whether any reports are available for performance tuning?	Shall be Shared with the succesful bidder
21	16	Scope for AMC for SAP based Investment Management System Sl.No 22	Database Performance Management	1)What is the Database Version. 2)Carrying out upgrades requires subject matter. Such activities being time bound implementation should be treated as separate projects and same should be charged additionaaly	1)Database Version is Oracle 11g 2)As per the Terms and conditions of the RFP
22	16	Scope for AMC for SAP based Investment Management System Sl.No 22	sub section -ix Data Migration/correction support	This point is not clear. Please clarify	As per the Terms and conditions of the RFP
23	17	Scope for AMC for SAP based Investment Management System Sl.No.24	Provide Customized report to meet periodic IRDAI reporting requirements and other report requirements in SAP module. (viz Monthly, Quarterly, Half yearly or Yearly basis)	Is development of customized reports to be additionally considered over and above the support scope (i.e handling L1, L2, L3 and changes). If yes, please share the details of the customized reports which needs to be developed ??	As per the Terms and conditions of the RFP
24	17	Scope for AMC for SAP based Investment Management System Sl.No.24		Please confirm if support partner can propose the fixed capacity for addressing the development of these customized reports.	As per the Terms and conditions of the RFP

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25	17	Scope for AMC for SAP based Investment Management System Sl.No.25	Bidder shall develop and provide written Support request troubleshooting procedures for the system and application environment.—	This point is not clear. Needs to be elaborated in detail.	As per the Terms and conditions of the RFP
26	17	Scope for AMC for SAP based Investment Management System Sl.No.30	OICL desires to have the following in place for better governance. i Issue tracker to be circulated to the concerned personnel of OICL on a monthly basis along with their closure status with proper RCA and SOP.	For Severity 1 incidents, support partner will provide RCA document however to be taken care by OICL	As per the Terms and conditions of the RFP
27	17	Transition Activity Sl. No. 32	Transition process would be of 3 month duration starting from Date of Purchase Order, Bidder has to mobilize the team on ground for transition in 2 weeks from the date of purchase order. The Bidder will take handover from existing vendor in Mumbai	Is 3 Month Transition mandatory or support partner can propose based on transition experience with other Support customers.	The Bidder is required to perform the Transition activity as per the requirement mentioned in the RFP within the Timelines
28	17	Transition Activity Sl. No. 36	Define processes, develop SOPs, checklists, escalation matrix and flow charts	SOP's to be own by OICL. Support partner can provide EPD and SMTD documents,please confirm it is okay to OICL	As per the Terms and conditions of the RFP
29	14	2	The maintenance support should be provided on all working days and should adhere to the SLA requirements	The maintenance support should be provided on all working days and should adhere to the <b>mutually agreed</b> SLA requirements	As per the Terms and conditions of the RFP
30			The Bidder should ensure that the system complies with all the OICL's requirements and any statutory and regulatory guidelines	The Bidder should ensure that the system complies with all the OICL's requirements <b>duly notified to the Bidder</b> and any <b>applicable</b> statutory and regulatory guidelines	As per the Terms and conditions of the RFP
31		3.1.2	All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them	All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them, <b>subject to deviations proposed by the Bidder</b>	As per the Terms and conditions of the RFP
32			Right to Alter Quantities	Request replacement with: 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. 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	As per the Terms and conditions of the RFP

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33	20	3.1.8	<p>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.</p> <p>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.</p>	<p>Implementation of the Solution and performance of service shall be made by the Bidder in accordance with the time schedule agreed by the Parties specified by OICL in the contract. Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations and failure to cure the same within 30 days shall render the Bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages as per the mutually agreed contract, and/ or termination of the contract for default.</p> <p>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 reasonably 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 if the Parties agree that it is reasonable, 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.</p>	As per the Terms and conditions of the RFP
34	21	4.2	<p>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, if required. The Software should be assignable / transferable to any successor entity of OICL. 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</p>	<p>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, if required. The Software should be assignable / transferable to any successor entity of OICL. 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</p>	As per the Terms and conditions of the RFP

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35		4.3	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	The project will be deemed as incomplete if the desired <b>service levels objectives</b> of the project Section 2 – Scope of Work of this document are not achieved <b>after the Bidder failed to cure the same within 30 days from receipt of notice of any deficiency.</b>	As per the Terms and conditions of the RFP
36		4.4	OICL may assign the AMC 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 favourable 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.	With due notice to and consent from the Bidder, OICL may assign the AMC 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 and Bidder's failure to cure the same within 30 days: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason solely attributable to Bidder whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. Subject to the sub-contractor's consent and wherever is is commercially feasible, The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favourable terms than that provided by the Bidder and shall try to include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors.	As per the Terms and conditions of the RFP
37	18	3.1.2	All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them	All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them, <b>subject to deviations proposed by the Bidder</b>	As per the Terms and conditions of the RFP
38		4.6	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	The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from a third-party claim on account of: a. Non-compliance of the Bidder with applicable Laws / Governmental Requirements b. IP infringement c. <b>Gross</b> Negligence and wilful misconduct of the Bidder, its employees, and agents	As per the Terms and conditions of the RFP

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39		4.7	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.	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, not to exceed twice a year, 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 Bidder's financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	As per the Terms and conditions of the RFP
40		4.10	All information processed, stored, or transmitted by Bidder belongs to OICL	All information processed, stored, or transmitted by Bidder <b>and owned by OICL</b> belongs to OICL	As per the Terms and conditions of the RFP
41		4.11	Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access	Any information considered sensitive <b>and marked as confidential</b> must be protected by the Bidder from unauthorized disclosure, modification or access	As per the Terms and conditions of the RFP
42		4.12	The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement	The requirements of use and confidentiality set forth herein shall survive for a period of one year from the date of disclosure expiration, termination or cancellation of this tender.  To be added: To the extent Bidder shares its confidential or proprietary information with the Customer for effective performance of the Services, the provisions of this clause shall apply mutatis mutandis on the Customer.	As per the Terms and conditions of the RFP
43	21	4.14	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:	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 if the Bidder fails to cure the defect within the 30 days. To be added: In any event of termination, Bidder shall be paid for all deliverables/goods rendered till the effective date of termination	As per the Terms and conditions of the RFP
44	21	4.16	OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if	OICL may, at any time, terminate the contract by giving written notice to the Bidder, <b>without any compensation to the Bidder</b> , whatsoever if.	As per the Terms and conditions of the RFP



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45		4.17	Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. 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: a. To have any portion completed and delivered at the contracted terms and prices; and/ or b. 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.	Either party may, by <del>30</del> 90 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience.	As per the Terms and conditions of the RFP
46		4.25	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	If at any future point of time, it is found that the Bidder <b>wilfully</b> had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding in this tender prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary	As per the Terms and conditions of the RFP
47		4.28	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	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, <b>subject to the limits of liability prescribed by the contract</b>	As per the Terms and conditions of the RFP
48		5.2	EMD submitted by Bidder may be forfeited if: i. Bidder backs out of bidding process after submitting the bids; ii. Bidder backs out after qualifying; iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.	EMD submitted by Bidder may be forfeited if: i. Bidder backs out of bidding process during the bid validity period after submitting the bids; ii. Successful Bidder backs out after being awarded the contract qualifying; iii. Bidder does not accept the Purchase Order / Sign the mutually agreed Contract within the time prescribed by OICL after qualifying	As per the Terms and conditions of the RFP
49		6.1	Statement of No-Deviation	<b>Statement of No-Deviation</b> to be deleted as Bidder has proposed deviations to the tender	As per the Terms and conditions of the RFP
50			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	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, <b>subject to deviations proposed by the Bidder</b>	As per the Terms and conditions of the RFP

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51	37	9.3	The following documents shall be deemed to form and be read and construed as part of this Agreement viz. The Schedule of Requirements and the Requirement Specifications The Service Level Agreement The General Conditions of Contract	Subject to the Bidder's review, The following documents shall be deemed to form and be read and construed as part of this Agreement viz. The Schedule of Requirements and the Requirement Specifications The Service Level Agreement The General Conditions of Contract	As per the Terms and conditions of the RFP
52	40	9.5	If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid; or If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity i. Fails or refuses to execute the Contract Form, if required; or	If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid; or If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity i. Fails or refuses to execute the Contract Form on mutually agreed terms and conditions, if required; or	As per the Terms and conditions of the RFP
53	41	9.6	AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract	AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract mutually agreed by the parties	As per the Terms and conditions of the RFP
54		Intellectual Protection	New clause added	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
55		Exceptions to Indemnity	New clause added	<p>Exceptions to Indemnity (a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	As per the Terms and conditions of the RFP
56		Savings Clause	New clause added	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's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	As per the Terms and conditions of the RFP
57		Deemed Acceptance	New clause added	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer 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 Client.	As per the Terms and conditions of the RFP
58	15	18	Carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 14 man days per change request. Efforts requiring more than 14 man days will be considered through Change Request route subject to condition based on mutually agreed number of man-days and will be paid based on per man-day cost agreed in Bill of Material	Carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 7 <del>14</del> man days per change request. Efforts requiring more than 7 <del>14</del> man days will be considered through Change Request route subject to condition based on mutually agreed number of man-days and will be paid based on per man-day cost agreed in Bill of Material	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
59	19	8	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.	Bidder agrees that there is no limit +/- 10% 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.	As per the Terms and conditions of the RFP
60	19	3.1.4	Conditional bids Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.	<del>Conditional bids Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.</del>	As per the Terms and conditions of the RFP
61	20	3.1.8	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	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	As per the Terms and conditions of the RFP
62	20	3.1.9	Payment for each quarter shall be made on submission of the Quarterly Invoice by the vendor and the payment process for a completed quarter will be initiated at the beginning of next quarter.	Payment for each <del>Month</del> <b>Monthly</b> quarter shall be made on submission of the <del>Quarterly</del> <b>Monthly</b> Invoice by the vendor and the payment process for a completed quarter will be initiated at the beginning of next quarter.	As per the Terms and conditions of the RFP
63	21	4.6	The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:	The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:	As per the Terms and conditions of the RFP
64			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.	a. Non-compliance of the Bidder with Laws / Governmental Requirements b. IP infringement c. Gross Negligence and Willful misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages subject to LOL capping and shall exclude indirect, consequential and incidental damages.	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
65			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	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 after 15 days advance notice, as often as OICL deems necessary not more than once in a year, 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	As per the Terms and conditions of the RFP
66	23	4.12	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.	<del>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.</del>	As per the Terms and conditions of the RFP
67	23	4.13	If the Bidder fails to perform its duties, 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% 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	If the Bidder fails to perform its duties, 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% of the monthly contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 5% <del>10%</del> of the total contract price. Once the maximum is reached, OICL may consider termination of the contract after giving 30 days cure period	As per the Terms and conditions of the RFP
68	23	4.14	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 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 3% <del>5%</del> of undelivered services as differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
69			To Be added	<b><u>If purchaser terminates for default, then bidder shall be paid for all the services provided incl WIP shall be paid till the termination of contract</u></b>	As per the Terms and conditions of the RFP
70	24	4.17	Either party may, by 30 calendar days written notice sent to the other party, 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.	Either party may, by 90 <del>30</del> calendar days written notice sent to the other party, 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.	As per the Terms and conditions of the RFP
71			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 cumulative liability for its obligations under the contract shall not exceed the <b>25% of</b> total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving	As per the Terms and conditions of the RFP
72	27	5.2	EMD submitted by Bidder may be forfeited if: i. Bidder backs out of bidding process after submitting the bids; ii. Bidder backs out after qualifying; iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.	EMD submitted by Bidder may be forfeited if: i. Bidder backs out of bidding process after submitting the bids; ii. Bidder backs out after qualifying; iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.	As per the Terms and conditions of the RFP
73	32	7	2 >=98.5 % to > 99.5 % 5% of quarterly charges 3 >= 97% to > 98.5 10% of quarterly charges 4 >=95% to 97% 20% of quarterly charges 5 Below 95% 30% of quarterly charges	2 >=98.5 % to > 99.5 % <del>5%</del> of <b>Monthly</b> Charges <del>5% of quarterly charges</del> 3 >= 97% to > 98.5 <b>1%</b> <del>10%</del> of <b>Monthly</b> quarterly charges 4 >=95% to 97% 2% of <del>20%</del> of <b>Monthly</b> quarterly charges 5 Below 95% 30% of quarterly charges	As per the Terms and conditions of the RFP
74	33		A maximum deduction of 10% of the total contract price (other than penalty arising due to transition). Once the maximum is reached, OICL may consider termination of the contract. The penalty calculated shall be adjusted from the amount payable.	A maximum deduction of 3% <del>10%</del> of the total contract price (other than penalty arising due to transition). Once the maximum is reached, OICL may consider termination of the contract after giving 30 days cure period. The penalty calculated shall be adjusted from the amount payable.	As per the Terms and conditions of the RFP
75	14	Detailed Scope of Work	The data base is Oracle 11g	Pls. share the no. of DB instances	There are 9 Database Instance Running Currently.

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
76	14	Scope for AMC for SAP based Investment Management System	Bidder is required to provide the online tool for ticket logging and detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc. The Bidder should provide any software, hardware and middleware required for ticketing tool without any additional cost to the OICL.	Ticketing Tool required on perpetual model or on as a service model.Do Bidder also needs to integrate the Ticketing tool with any monitoring tool.Pls. clarify.	Bidder is required to provide the tool on service model . Any integration required for bidder to adhere to SLA and fulfil the scope of the RFP.
77	15	Scope for AMC for SAP based Investment Management System	Monitoring systems to proactively determine, diagnose, and resolve problems	Pls. share the details of all the existing monitoring tools.	Shall be Shared with the succesful bidder
78			Independent Queries	Need clarity on the sitting location of FMS resources.	Bidder is required to provide the resource on Onsite /Offiste Model. Onsite would include OICL DC (Bangalore), OICL DR (Mumbai), Head Office of OICL (NCR). No extra cost would be provided for onsite support. Bidder has to provision for onsite support accordingly as per requirement.
79				Pls. provide the clarity on domain wise support window also let us know if any specific qualification & experince if there is criteria for FMS resources.	For Experience Please refer Annexure -11 of the RFP
80				Do bidder also needs to set up a helpdesk who will work on the Tickets and calls.Pls. clarify	Bidder is required to setup helpdesk to raise, resolve tickets and Manage the SAP Application as per the Scope mentioned in the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
81	Pg 19	point 3.1.2.8	<p>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 &amp; 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 &amp; equipment should be passed on to OICL within the contract period.</p>	<p>benefit needs to be passed on OICL but in case of increase in price will that be absorb by the OICL or paid by OICL to the bidder(Aegis)?</p>	<p>As per the Terms and conditions of the RFP</p>



Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
82	Pg 20	point 3.1.8	<p>3.1.8 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. 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.</p>	Will OICL this clause in case of Force Majeure or any event beyond the control of the Bidder?	As per the Terms and conditions of the RFP
83	Pg 20	point 3.1.9.1 1 <sup>st</sup> point of "other payment terms"	At all times OICL would be paying only for the services/ application modules/ utilized by the OICL or deployed in production. At no point, OICL would pay for the services/ modules/ infrastructure that is not deployed for the OICL use.	Mentions that OICL would be paying for the services etc utilized or deployed in production. Please suggest what if contractor does work in other environment like development and quality but then requirement was not transferred to production due to any reason , then OICL will not pay to Aegis? Normally if the work is done as per the requirement of OICL even if not utilized or moved to production , OICL should pay to Bidder for the work done or efforts incurred by Bidder.	As per the Terms and conditions of the RFP
84	Pg 20	point 3.1.9.1 – 2 <sup>nd</sup> point of "other payment terms"	Also, the payments for each month/ quarter (as applicable) will be made only after the acceptance of relevant activities/ deliverables for that month/ quarter. Any delay in receipt of deliverables will result in further delay of the payment.	Please clarify this point with help of an example.	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
85	Pg 21	point 4.4	<p>4.4 Assignment OICL may assign the AMC 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 favourable 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>	Such assignment shall not have any financial impact on services to be performed by Bidder and so bidder needs to be compensated accordingly also scope of the AMC should not change ,please confirm on the above query.	As per the Terms and conditions of the RFP
86	Pg 21	point 4.6	<p>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. 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</p>	Indemnity needs to mutual and applicable to both the parties that is OICL needs to indemnify bidder in case bidders suffers any loss due to any act of OICL.	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
87	Pg 23	4.13	<p>4.13 Liquidated Damages If the Bidder fails to perform its duties, 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% 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.</p>	<p>LD clause –LD % needs to be limited to 0.5 % with delayed milestone only and also not the value of entire contract price to be considered and needs to be limited only for contract value of that year. Also maximum deduction can be limited to 5% of the value for that year.</p>	<p>As per the Terms and conditions of the RFP</p>
88	Pg 23	4.14	<p>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 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.</p>	<p>Needs to delete the provision that says that bidder shall be liable for any excess costs incurred for procuring similar services by OICL.</p>	<p>As per the Terms and conditions of the RFP</p>

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
89	Pg 24	4.15	<p>4.15 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.</p> <p>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.</p> <p>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.</p>	<p>Force Majeure clause mentions that “acts of OICL either in its sovereign or contractual capacity” – if for any reason there is delay in project deliverables / performance or increase cost for any act of OICL, OICL shall consume and bear that compensate accordingly .</p>	As per the Terms and conditions of the RFP
90	Pg 26	4.25.c	<p>4.25 Rights reserved by OICL</p> <p>a. Company reserves the right to accept or reject any or all Bids without assigning any reasons.</p> <p>b. 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>c. 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>why this clause required and in which case it will be applicable. Please provide suitable example for clarification.</p>	As per the Terms and conditions of the RFP
91	Pg 26	4.26	<p>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.</p>	<p>Limitation of Liability – needs to cap at 5%</p>	As per the Terms and conditions of the RFP

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
92	Pg 32	point 7	<p>7 Service Level &amp; Penalty EXPECTEDSERVICELEVELSFORTRANSITION Priority SLA Measurement SLA Penalty Measurement tools</p> <p>1 The vendor is expected to finish the transition as per transition timeline mentioned in the RFP Transition to be completed within the timeline specified in the RFP 0.5 percent of the of the total cost of ownership for every week of delay or part thereof Manual i A maximum deduction of 10% of the total contract price (other than penalty arising due to transition). Once the maximum is reached, OICL may consider termination of the contract. The penalty calculated shall be adjusted from the amount payable. ii Penalties are not applicable for reasons attributable to OICL and / or Force Majeure. iii Penalties due to transition will not be capped.</p>	<p>SLA &amp; penalty – point (i) carve out penalty arising due to transition – this needs to be included in the cap liability and should not be excluded. Point (ii) needs to be changed to as Penalties are not applicable for any reasons not attributable by bidder.</p>	As per the Terms and conditions of the RFP
93	Pg 37	9.3 Annexure 3: Contract Form	9.3 Annexure 3: Contract Form	<p>mentions the following document as part of the agreement – The Schedule of Requirements and the Requirement Specifications, The Service Level Agreement, The General Conditions of Contract &amp; The Purchaser’s Notification of Award – hope this all document will be provided by OICL upon awarding the contract and mutually agreed upon between the parties.</p>	As per the Terms and conditions of the RFP
			<p>Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of five years. <u>Copy of the Certificate of Incorporation</u> The Bidder submitting the offer should be having a turnover of minimum Rupees 25 crore per year in last three financial years (2013-14, 2014-15, 2015-16). This must be the individual company turnover and not of any group of companies. Copy of Audited Financial statements for the financial years (2013-14, 2014-15, 2015-16). OR Certificate from Bidder’s Statutory Auditor</p>		

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
94		Section 1.6 Eligibility Criteria	<p>The Bidder should have a positive net worth as per the computation logic provided below in the last 3 financial years, Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets). CA Certificate for the financial years 2013-14, 2014-15, 2015-16 stating the Net Worth as per the given formula, to be enclosed. Audited Financial statements for the financial years OR Certificate from Bidder's Statutory Auditor</p> <p>Bidder should be providing Application Management Support services for SAP Treasury and Loan Management Module to at least one BFSI Client having networth more than Rs.1000 Cr. 1 Relevant Credential letters OR 2 Purchase Order from the Client/Contract</p> <p>Bidder should be a SAP Certified Partner in India Proof for SAP Certified Implementation / Application Management Services Partner</p> <p>The Bidder should not have been blacklisted by any Government or PSU or Regulator in India as on date of the submission of Bid. Self- Declaration to this effect must be submitted on the Bidder's letterhead.</p>		<p>Revised Clause: Note Added a. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered. b. 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.</p>
95		Section 1.6 Eligibility Criteria , Point 5	<p>Bidder should be providing Application Management Support services for SAP Treasury and Loan Management Module to at least one BFSI Client having networth more than Rs.1000 Cr.</p>	<p>Bidder should be providing Application Management Support services for SAP Treasury / Loan Management Module to at least one BFSI Client having turnover of more than Rs.200 Cr.</p>	<p>Revised Clause: Bidder should be providing Application Management Support services for SAP Treasury Module to at least one BFSI Client having turnover more than Rs.200 Cr.</p>

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought	OICL Reply
96		Section 1.6 Eligibility Criteria	Bidder should be a SAP Certified Partner in India Supporting Document : Proof for SAP Certified Implementation / Application Management Services Partner	We request that the clause be amended to Bidder should be a SAP Certified Partner in India Proof for SAP Certified Implementation / Application Management Services Partner. Or bidder to Provide credentials of atleast 5 Implementation of similar functionalities in insurance companies in India.	Revised Clause: Bidder should have atleast 2 Experienced professional capable of providing SAP Support Services with atleast 5 years of Experience in Treasury Module in Technical and Functional Aspects <b>Or</b> Bidder should be a SAP Certified Partner in India  Supporting Document :Undertaking on the Bidders Letter Head <b>Or</b> Proof for SAP Certified Implementation / Application Management Services Partner