

S. No.	Page No.	Point/Section	Existing clause	Query Sought	Reply from OICL
1	pg. 13	Cl. 7.2 (h);	h. Right to Alter Quantities	We request OICL to restrict the alternation upto 5% of the Original Quantities.	As per Terms and Conditions of the RFP
2	pg. 14	Cl. 7.8	All the Amounts will be paid quarterly in arrears in Indian Rupees Only (INR).	We request modification as below: All the Amounts will be paid quarterly in advance arrears in Indian Rupees Only (INR). Clause to be modified as under:	As per Terms and Conditions of the RFP
3	pg. 15	Cl. 8.5	8.5 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	8.5 Indemnity The Bidder should indemnify OICL (including its employees, directors or representatives) from and against actual, proven and direct claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws / Governmental Requirements b) IP infringement c) Gross Negligence and wilful misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. The Bidder shall not indemnify OICL for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused	As per Terms and Conditions of the RFP
4	pg. 16	Cl. 8.12	Termination for default: 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.	We request OICL for 60 days notice period instead of 30 days to plan better for the activities.	As per Terms and Conditions of the RFP
5	pg. 23	Cl. 12;	SLA Penalties	We request OICL to cap the maximum penalty @ 5% (under all the "penalties / damages" clauses) etc. to restrict our financial exposure and make it viable for us to do this business with OICL. Request clause to be modified as under to make it in line with RFP clause:	As per Terms and Conditions of the RFP
6	43	Cl. 1 of NDA	The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement	The obligations of this clause shall survive for the period of 1 year post the expiration, cancellation or termination of this Agreement	As per Terms and Conditions of the RFP

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7	NA	NA	Clause to be added	Request following clause to be added in payment terms: In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicable possible upon normalization of the situation.	As per Terms and Conditions of the RFP
8	NA	NA	Clause to be added	Termination for cause right for the Successful Bidder to be added as under; The Successful Bidder may terminate this Agreement and / or any SOW upon written notice to Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Successful Bidder.	As per Terms and Conditions of the RFP
9	12	7.1 F	NA	Need confirmation that all the mentioned assets will be available on the 6 OICL office sites only which are mentioned in the tender.	All the assets will be available in locations mentioned in Annexure-6. Further, As per Page 11, Scope of Work, point no. 2 - "Onsite Facility Management Services for assets under AMC as per list given in Annexure-6, assets under OEM/Supplier warranty and onsite support to employees of HO and OSTC while performing their duties from home in Delhi/NCR at Head Office". Onsite support to OICL employees working from home in Delhi/NCR may be done on best effort basis.

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10	35	X	All the parts of the machines will be covered under AMC except printer cartridge	Our assumption is that Burnt / Physical damage / Batteries, Printer Head, Hemmer Bank(Line printer), Drum, plastic part / Belts & Scanner Lamp shall not be part of AMC scope as these are consumable items. Please confirm.	As per Terms and Conditions of the RFP
11	35	XI	AMC would also cover maintenance of patches/bug fixes (available from the original software vendor) for Operating System, Antivirus, and other software under use or OICL Procures during the contract period.	We are assuming that OICL will manage and provide the licensing for windows / antivirus. The Service Provider AMC scope is only till the hardware level. Kindly confirm this as the back-lining is only mandatory for the UPS equipment.	As per Terms and Conditions of the RFP
12	11	Point 2 / Section 6	Onsite Facility Management Services for assets under AMC as per list given in Annexure 6, assets under OEM/Supplier warranty and onsite support to employees of HO and OSTC while performing their duties from home in D/hi / NCR at Head Office	Other than Oriental House and OSTC Faridabad where we need to provide RE's, for other locations onsite support to be delivered through our shared Field Resource? PIs. clarify	Onsite support will be provided by 3 REs deployed at Oriental House: 1. Oriental House 2. 88 Janpath 3. Agarwal House 4. Universal Building 5. Scindia House
13	23	Point 12/ Section 3	If the breakdown call is not resolved within the resolution time of the bidder provides no standby equipment, penalty will be charged	Penalty capping not mentioned in the RFP. Kindly mention what is the maximum limit on penalty	Onsite Support for OSTC Faridabad will be provided by 1 RE deployed at OSTC Faridabad.
14	35	Point XV / Section 14.1	The Bidder is also required to arrange resource to coordinate with OICL's WAN service provider and PC-NOC helpdesk teams enabling their network access through office router to the office networking equipment as and when required	Pis. clarify whether this has to be done by the onsite support deployed at HO and OSTC or need to be supported through shared Field resource.	In case the Bidder wants to deploy additional resources at these locations, the same can be deployed (after taking prior permission from OICL) by the Bidder at no extra cost to OICL. In case, OICL at its discretion ask the bidder to deploy additional resources, OICL will make the payment of the additional resource on pro-rata basis as per the base unit price provided in the commercial (Table -2).
15	25 / 45	Section 13.1 / Section 14.6	Bill of Material - AMC / PM / Annexure 6 - Location wise list of IT equipment's	There is difference of count between BOM (1186) and Annexure 6(1150). Need clarify	As per Terms and Conditions of the RFP
					It may be done by onsite support RES/ shared field resource at no extra cost to OICL.
					Each 10 KVA APC make UPS (14 Nos.) and 5 KVA APC (4 Nos.) make UPS is with 1

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21			not less than minimum wage prescribed by Government from time to time to the personnel engaged by him in this contract. The Bidder must ensure that the wages to the Workers are paid within the stipulated time as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by OICL. The Bidder will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time wherever applicable. The Bidder will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated, dies, or leaves the job.	Also Specify the Category in which bidder has to deploy the resources e.g. Semiskilled /Skilled /High skilled	As per Terms and Conditions of the RFP
22	31	13.6/31	13.6 Appendix 6: OEM's Authorization Form (For UPS)	We understood that bidder has to quote B2B Price of UPS is inclusive of External Charger and isolation transformer and Exclusive batteries, please confirm.	As per Terms and Conditions of the RFP
23	General Queries		General Queries	We understood that for any additional deployment of resources OICL will consider the rate card from table 2 price bid 13.1 pg 26, please confirm.	As per Terms and Conditions of the RFP
24	22	12	SLA (Penalty) If the breakdown call is not resolved within the resolution time of the bidder provides no standby equipment, penalty will be charged as per the rates below to the maximum of unit purchase price of that machine.	Kindly consider capping the total overall penalty to 10% of the contract value, as the standard norm is between 5%-10%, otherwise there is a huge risk for the service provider, since this is considered upto the value of the PO of the Assets. Kindly consider changing the same.	As per Terms and Conditions of the RFP
25	13	7.7 Delay in Bidder's performance	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.	Please confirm maximum liquidated damages capped	As per Terms and Conditions of the RFP

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26	14	8.3 Assignment	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 sub-contractors 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.	Please confirm what is being referred here and that will be expired.	As per Terms and Conditions of the RFP
27	15	8.5 Indemnity	8.5 Indemnity The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws / Governmental Requirements b) IP infringement c) Negligence and misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. The Bidder shall not indemnify OICL for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused	Request you to consider term negligence to be specific to gross negligence. We request indemnification from OICL in case any claim arises from non-compliance on OICL end or any act or omission from Client leads to IPR infringement and gross negligence on client part. Kindly consider	As per Terms and Conditions of the RFP
28	16	8.11 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. The confidentiality obligations shall survive for a period of one year post the termination/expiry of the Agreement. The Bidder shall adhere to the norms of Information Security guidelines laid down by OICL.	Please confirm the highlighted points as both are contradicting with each other. Please share with us Information Security guidelines	As per Terms and Conditions of the RFP Relevant norms of OICL's Information Security guidelines will be shared with the successful bidder

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29	16	8.12 Termination for Default	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.	Please provide clarity as expenses incurred for procurement shall be recovered from us. Please confirm applicability	As per Terms and Conditions of the RFP
30	16	8.15 Termination for Convenience	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. 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: i. To have any portion completed and delivered at the contracted terms and prices; and/or ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder	Termination for convenience is one sided. We suggest a mutual termination to be added	As per Terms and Conditions of the RFP
31	22	12. Service Level Agreement:	2. 80% of the Machines shall be with latest versions/patches of Antivirus as released by OEM(Symantec) and bidder shall submit the report to OICL about the versions running in the PC at the end of every quarter. For every default, a penalty of 5% of the quarterly pay-out will be deducted.	Please confirm maximum Penalty capped	As per Terms and Conditions of the RFP

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32	26	Table 2 Resident Engineer and Helpdesk Coordinator	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. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.	Please provide clarity on alteration of quantities, as alteration of quantities without will affect our revenue.	As per Terms and Conditions of the RFP
33	40	2. Express Clause:	The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.	Please clarify on investigation	As per Terms and Conditions of the RFP
34	40	3. Handing over of the Data, Assets etc.:	In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder	Please modify as suggested below: In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract except the data, assets or relevant information has to be retained as per the law and ensure that there is no further use of the same by the Bidder.	As per Terms and Conditions of the RFP
35	42	NDA	The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement	We suggest to limit confidentiality obligation clause for 2 years post termination.	As per Terms and Conditions of the RFP
36	43	4. Term:	Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.	We request you to modify as suggested below: Any provisions of this Agreement which by their nature extend beyond its termination shall continue for a period of 2 years.	As per Terms and Conditions of the RFP

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37	44	9. Indemnity:	The Vendor shall defend, indemnify and hold harmless The Oriental Insurance Company Ltd , its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor, and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.	As per the RFP term we need to indemnify the Client during contracting stage, hence we suggest to remove this clause and be included on execution of definitive agreement.	As per Terms and Conditions of the RFP
38	10	5. Eligibility Criteria	Bidder's annual turnover should be more than Rupees 20 Crore and Bidder should have positive Net worth (measured as paid-up capital plus free reserves) in the previous three financial years viz. FY 2017-18, 2018-19 & 2019-20.	We request to OICL Officials to Little Bit Amend this clause to 20 Cr to 5 Cr because as per Government guideline MSME firm should get relaxation in turnover Clause and it is very difficult to get 20Cr turnover in only 3 years. This clause is total contradictory from your clause no-1, If you ask 3 year old company get the participation so how a only 3 year old organization get the turnover of 20 Cr. kindly allow us to participate on the MSME ground or amend this point as per Government and CVC guideline that Turnover asked by any organization should not be more than yearly contract value	As per Terms and Conditions of the RFP
39	35	Annexure-1 Technical specification. Part A Comprehensive Annual Maintenance Contract under mandatory technical requirements A-(V)	v. The Bidder shall make back-to-back arrangement with OEMs/OEM certified partner for APC make UPSs. Bidder is required to submit the back-to-back arrangement certificate on the OEM Letterhead before raising the first invoice/bill to OICL and payment shall be made by OICL post receiving of the required certificate inline with the RFP requirement. For the Product for which bidder is not providing the back-to-back arrangement certificate, the bidder is required to provide the required support for the entire contract period.	We request to Amend this point as APC is asking the advance payment for this Back to Back arrangement which is not matching with OICL payment term. As a vendor we are supporting the different make UPS AMC and we are having capability to get repair these UPSs by its own. So Kindly amend this point.	As per Terms and Conditions of the RFP
40	35	14.1		Please delete this clause as OEM is not own the SLA as well penalty terms or Delete Bidder is required to adhere to the Scope , terms and SLA of the RFP. It must be OEM in place of bidder .	As per Terms and Conditions of the RFP
41			General	Request pls extend the submission of pre-bid queries by 2 days as we need more time in consolidating the understanding of your requirement.	As per Terms and Conditions of the RFP

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Clause to be added in Section 14.1 - Annexure-1 – Technical specifications:-

S. No.	Mandatory Technical Requirements	Bidder's Detailed Response
H	The Bidder shall provide one time network cable dressing in all the networking racks using pre-fabricated (AMP/DLINK make) cables. The Bidder shall tag the above cables identifying I/O port number and mention the same in the sketch diagram. The Bidder shall provide sketch-networking diagram (hardcopy and softcopy). The Bidder shall paste a laminated copy of the networking diagram on all the racks	

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