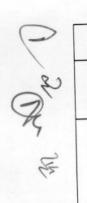
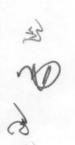
6	50	4 pg					3 pg.	2 pg. 14	7	S. Page Point
43	pg. 23	pg. 16					15	14		P .
Cl. 1 of NDA	Cl. 12;	Cl. 8.12					Cl. 8.5	Cl. 7.8	Cl. 7.2 (h);	Point/Section
The state of this clause shall survive the expiration.	SLA Penalties	Termination for default: In the event of OICL terminating the contract in whole 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.	savings or (ii) Any consequential or indirect loss or damage however caused	Indemnity would be limited to court awarded connected and shall exclude indirect, consequential and incidental damages. The Bidder shall not indemnify OICL for (i) Any loss of profits, revenue, contracts, or anticipated	Governmental Requirements b)IP infringement c)Negligence and misconduct of the Bidder, its employees, and agents	employees, directors or representatives) from and against claims, losses, and liabilities arising from: a)Non-compliance of the Bidder with Laws /	8.5 Indemnity The Bidder should indemnify OICL (including its	All the Amounts will be paid quarterly in arrears in Indian Rupees Only (INR).	h. Right to Alter Quantities	Existing clause
_	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.	to plan better for the activities.	(ii) Any consequential or indirect loss or damage nowever caused	Indemnity would be limited to court awarded damages 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	Requirements b)IP infringement c) Gross Negligence and wilful misconduct of the Bidder, its employees, and agents	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	Clause to be modified as under: 8.5 Indemnity The Bidder should indemnify OICL (including its employees,	We request modification as below: All the Amounts will be paid quarterly in advance arrears in Indian Rupees Only (INR).		Query Sought
the RFT	_		As per Terms and Conditions of				the RFP	the RFP As per Terms and Conditions of	the RFP	Reply from OICL As per Terms and Conditions of



s'	Conditions of	Conditions of	will be available in mentioned in urther, As per Page Nork, point no. 2-lity Management sets under AMC as n in Annexure-6, ar OEM/Supplier onsite support to onsite support to ng their duties from flin/NCR at Head his support to OICL riking from home in y be done on best
Reply from OICL	As per Terms and Conditions of the RFP	As per Terms and Conditions of the RFP	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.
Query Sought	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 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 practicably possible upon normalization of the situation.	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.	Need confirmation that all the mentioned assets will be available on the 6 OICL office sites only which are mentioned in the tender.
Existing clause	Clause to be added	Clause to be added	NA NA
Point/Section	Ą	¥	7.1 F
Page No.	A	₹ Z	2
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5 25 / 45	35	23		. 2	35	35	Page
Section 13.1 / Section 14.6	Point XV / Section 14.1	Point 12/ Section		Point 2 / Section 6	×	×	Point/Section
Bill of Material - AMC / PM / Annexure 6 - Location wise list of IT equipment's	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	If the breakdown time of the bidde will be charged		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 DeJhi / NCR at Head Office	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.	All the parts of the machines will be covered under AMC except printer cartridge	Existing clause
6(1150). Need clarity		Penalty capping not mentioned in the RFP. Kindly mention what is the maximum limit on penalty		Other than Oriental house and Ost C rainaban which we have to provide RE's, for other locations onsite support to be delivered through our shared Field Resource? Pls. clarify	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.	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.	Query Sought
	_	_	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).		the RFP Onsite support will be provided by	As per lerms and Conditions of	Reply from OICL

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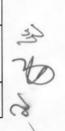
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Reply from OICL	External Charger and 1 isolation transformer.	EMD of Rs. 2,00,000/- can be paid online through NEFT/RTGS to the Bank Details mentioned on Page 9 (point 3) of the RFP.	the RFP	Travelling charges shall be borne by the Bidder	-
Query Sought		Can we pay this EMD online via NEFT/RTGS	Please confirm the minimum qualification Criteria also.	We understood that bidder has to deploy all the produces including 1 helpdesk resources at head office New Delhi so please confirm does these resources has to travel to other locations e.g 88 Janpath , Aggarwal House, Universal Building , Scindia House as and when required please confirm building , Scindia House as and when required please confirm.	Does Bidder has to consider the central minimum wages or the State min. wages please confirm.
Existing clause		EMD of Rs.2,00,000/- (Rupees Two Lakhs Only) in the form of form of Bank Guarantee (BG) / Bank Draft	The Service Engineer/Resident Engineer should have minimum two years of relevant experience in managing PC	S. No. Location/Dept. Name Address S. No. Location/Dept. Name Address Onerial House A-25/27, Asaf Ali Road, New Delhi. S. Janpah A-25/27, Asaf Ali Road, New Delhi. A-35/27, Asaf Ali Road, New Delhi. Hill, Aggarvial House A-25/27, Asaf Ali Road, New Delhi. J. Lonsersa Building 2/20-A. Asaf Ali Road, New Delhi. S. Sundia House Schrid House Schridt House, Kasturba Gandfil New Delhi. G. Crierita Staff Training College. Sector-11, Bala Nor. Mathura Road, Faridabad The above list is not exhaustive and is subject to change.	MinimumWages:- ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
Point/Section		Section 11.1	2.5	7.1.f	8.19
Page	Ö	21	11	12	18
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S. Page No. No.	Point/Section	Existing clause	Query Sought
		not less that 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.	Also Specify the Category in which blocer has to deploy the resources e.g. Semiskilled /Skilled /High skilled
		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	
22 31	13.6/31	is terminated, dies, or leaves the job. 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.
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.
24 22	12	SLA (Penalty) If the breakdown call is not resolved within the resolution	
d a		will be charged as per the rates below to the maximum of unit purchase price of that machine.	consider chan
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	Please confirm maximum liquidated dalilages capped



Reply from OICL	As per Terms and Conditions.of the RFP	As per Terms and Conditions of the RFP	As per Terms and Conditions of the RFP Relevant norms of OICL's Information Security guidelines will be shared with the successful bidder
Query Sought	Please confirm what is being referred here and that will be expired.	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	Please confirm the highlighted points as both are contradicting with each other.
Existing clause	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 subcontractors. 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.	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	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/expiration of the Agreement. The Bidder shall adhere to the norms of Information Security guidelines laid down by OICL.
Point/Section	8.3 Assignment	8.5 Indemnity	8.11 Confidentiality
Page No.	4	15	91
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N 93	29		30	79-1913	31
Page No.	16		16		22
Point/Section	8.12 Termination for Default		8.15 Termination for Convenience		12. Service Level Agreement:
Existing clause	ontract in whole or in clause, OICL may manner, as it deems similar to those table to OICL for any lent of such similar differential value).	contract to the extent not terminated.	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 terminated becomes 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: 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	
Query Sought	Please provide clarity as expenses incurred for productions shall be recovered from us. Please confirm applicability	Termination for convenience is one sided .We suggest a	mutual termination to be added		Please commit maximum reliany capped
As per Terms and Conditions of	the RFP	As per Terms and Conditions of	the RFP	As per Terms and Conditions of	the RFP



	Sonditions of	Conditions of	Conditions of	Conditions of	Conditions of
Reply from OICL	As per Terms and Conditions of the RFP	As per Terms and Conditions of the RFP	As per Terms and Conditions of the RFP	As per Terms and Conditions of the RFP	As per Terms and Conditions of the RFP
Query Sought	Please provide clarity on alteration of quantities, as alteration of quantities without will affect our revenue.	Please clarify on investigation	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.	We suggest to limit confidentiality obligation clause for 2 years port termination.	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.
Existing clause	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	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.	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	The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement	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.
Point/Section	Table.2 Resident Engineer and Helpdesk Coordinator	2. Express Clause:	3. Handing over of the Data, Assets etc.:	NDA	4. Term:
Page No.	56	40	40	42	43
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	35	35	10		4	Page No.
	14.1	Annexure-1 Technical specification. Part A Comprehensive Annual Maintenance Contract under mandatory technical requirements A- (V)	5. Eligibility Criteria		9. Indemnity:	Point/Section
General		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.	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.	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 we need more time in consolidating the understanding of your requirement.	Please delete this clause as OLIW is not only in the 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. Boundt be stend the submission of pre-bid queries by 2 days		We request to OICL Omciais to Little bit white the control was control of the course 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	Officials to Little Bit Amend this clause to	As per the KTF term we need to make many the clause and contracting stage, hence we suggest to remove this clause and be included on execution of definitve agreement.	Query Sought
	•	the RFP As per Terms and Conditions of		As per Terms and Conditions of	the RFP	As per Terms and Conditions of



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

	Mandatory Technical Requirements	Bidder's Detailed Response
1	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	



