Sr. No	Page No.	Point/ Section	Existing Clause	Query Sought	OICL Response
1	17	Section 2.3.1.1, Software Specification, Point: i	The proposed Centralized Bilingual solution should support conversion from English Language to Hindi Language of all the reports/ documents to be downloaded through Core Insurance Application (INLIAS).	As per our understanding about INLIAS (Core Insurance Application) it contains Oracle Forms for which Java applets are required which need to be installed on each desktop. For translation of such forms the localization solution is also required to be installed on each desktop. This will be one-click installer and can be kept at single central location from where it can be downloaded for installation. This will be as per the requirement mentioned in 2.3.1.3 Other Requirements Will this be okay?	Clarification: As per the terms of the RFP. Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
2	18	Section 2.3.1.2, Translation Point: ii	The proposed Bilingual solution should support various file types such as Text, PDF, HTML,and XML.	The PDF files on INLIAS (Core Insurance Application) are to be opened in Acrobat PDF Viewer, for which PDF Viewer is required to be installed on each desktop. For translation of such PDF files the localization solution is also required to be installed on each desktop. This will be one-click installer and can be kept at single central location from where it can be downloaded for installation. This will be as per the requirement mentioned in 2.3.1.3 Other Requirements. Will this be okay?	Clarification: As per the terms of the RFP. Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
3	21	Section 2.3.2 Functional Scope Point: 4	Must have the ability for on screen translation, on demand switching between English andHindi language, Should include all components(software and tools) required for conversionfrom English to Hindi language and should not lead to procurement of any other middlewareor third party solution.	There are some pre-requisite software like Printer Graphics Driver etc. are required for display and printing in Indian languages since the fonts are graphical in nature. It is requested that such pre-requisites software be made available.	Clarification: Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
4	21	Section 2.3.2 Functional Scope Point: 5	Final delivery version of the software should include completely updated Bilingual phrase dictionary required for the desired conversion of all screens, reports, menus, labels, and designations etc. of software. If during contract period any upgrade is required in bilingual phrase dictionary, bidder is required to provide the same at no additional cost to OICL	Please provide approximate numbers of screens and reports formats (and number of reports of various types like PDF, Text).	Clarification: Transalation of screen is not a requirement of the RFP Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi). Currently OICL has envisaged the translation of 500 Reports, the count of reports may increase by 25% during the contract period and bidder shall provide the same at no additional cost to OICL

Sr. No	Page No.	Point/ Section	Existing Clause	Query Sought	OICL Response
5	75	Appendix 10.1: Functional & Technical Specifications, Functional Scope Point 5	Must have the ability for on screen translation, on demand switching of screens between English and Hindi language, Should include all components required for conversion from English to Hindi language and should not lead to procurement of any other middleware or third party solution	Should the screens of applications or known screens also be translated, in any case they should be centralised	Clarification: Transalation of screen is not a requirement of the RFP Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
6	75	Appendix 10.1: Technical and Functional Specifications, Functional Scope Point 14	Should be flexible for addition of new templates modification of existing templates as and when may be required by OICL without change of the bidders application, just updation of dictionary if required.	Should be possible without Bidder/OEM vendor intervention	As per the terms of the RFP
7	76	Appendix 10.1: Technical and Functional Specifications, Deliverables, Point 2&3	Standard dictionary should be available for the Hindi language. This should contain all standard words/phrases for the standard configuration screens into target languages i.e. Hindi language Carry out dictionary creation for translation of any additional or partially translated screens. Remote access shall be provided to the application software for this purpose.	This should be only for dictionary portal	As per the terms of the RFP
8	21	Section 2.3.2 Functional Scope, Point 2	Upgrades of software libraries to suit web enabled front end using Windows operating system in client desktop/ workstations and be compatible with majorly available browsers like Internet explorer, Firefox, Chrome etc	Should not be necessary to work on client desktops since centralised is desired, redundant point	Clarification: As per the terms of the RFP Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
9	22	Section 2.3.2.1 Deliverables, Point 4	1. Carry out dictionary creation for translation of any additional or partially translated screens. Remote access has to be provided to the application software for this software.	This should be only for dictionary portal	Clarification: As per the terms of the RFP. Bidder to note that the Access to the dictionary shall be provided to OICL, OICL may leverage the dictionary for integration with applications other than Core Insurance Application as well..
10	22	Section 2.3.2.1 Functional Scope, Deliverables, Point 5	Carry out dictionary creation and formatting for translation of selected reports. Samples of reports will be provided for this purpose.	Formatting not required for centralised software, independent of format - redundant point	As per the terms of the RFP

Sr. No	Page No.	Point/ Section	Existing Clause	Query Sought	OICL Response
11	18	Section 2.3.1.3 Other Requirements, Point 1	Since the recommended solution is centralized, there should be no requirement for application installation kit for easy installation of the solution at the required location. Though the solution is recommended to be centralized it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.	Decentralised , i.e desktop based client utility though available will not be essential for Centralised setup where there is no need for any client side setup. All tools, Translation dictionaries and phonetic engines are store on central server – should be Totally server side solution	Clarification: Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
12	74	Appendix 10.1: Technical and Functional Specifications, Architecture, Point 5	There should be no requirement of upgrade of the Target Application(s) for providing Language conversion except onetime addition of utility to call our Application from server (Jar will be provided by bidder). However, the language conversion software should be able to support any future upgrade of the target applications.	Assuming proposed bilingual solution scope limit to insurance application(INLIAS) only. other application like HRMS, WebPortal, Invest Management System etc. are not required bilingual support. Please confirm if understanding is correct?	Clarification: Current OICL has envisaged the integration of Bilingual solution with INLIAS application.
13	73	Appendix 10.1: Technical and Functional Specifications, Translation, Point 3	The proposed Bilingual Solution should provide translation as: Display: Forms/screens of the entire Target Application(s) including any customized screens of the Target Application(s) should be completely converted into target language i.e. Hindi Language. This should include the following: On-screen reports of the following formats: Text, HTML, PDF.	In total How many disctinct reports are in scope?	Clarification: Currently OICL has envisaged the translation of 500 Reports, the count of reports may increase by 25% during the contract period and bidder shall provide the same at no additional cost to OICL
14	73	Appendix 10.1: Technical and Functional Specifications, Translation, Point 4	The proposed Bilingual Solution should be capable of converting screens, reports and prints including customer /employee names, designations and addresses from English to Hindi languages in all varieties of deployment viz., Online, batch and On demand.	In Total How many types of documents are in scope ? How many average pages in each document?	Clarification: i) Currently OICL has envisaged the translation of 500 Reports, the count of reports may increase by 25% during the contract period and bidder shall provide the same at no additional cost to OICL. ii)Shall be shared with the successful bidder
15	72	Appendix 10.1: Technical and Functional Specifications, Translation, Point 1	The proposed Bilingual Solution should include localization of the application screens, reports and all output documents.	In total How Many screen are in scope?	Clarification: Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
16	72	Appendix 10.1: Technical and Functional Specifications, Translation, Point 2	The proposed Bilingual Solution should support various file types such as Text, PDF, HTML, and XML.	Assuming metadata translation is not in scope. Please confirm if understanding is correct?	Clarification: Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).

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17	72	Appendix 10.1: Technical and Functional Specifications, Translation, Point 2	The proposed Bilingual Solution should support various file types such as Text, PDF, HTML, and XML.	Is language conversion (English to Hindi) of scanned uploaded documents also in scope?	Clarification: Scanned Document translation is not required as a part of the solution,Refer Section 2.1, Overview of Scope (Bidder is required to propose Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
18	72	Appendix 10.1: Technical and Functional Specifications, Translation Point 2	The proposed Bilingual Solution should support various file types such as Text, PDF, HTML, and XML.	Is reports/document need to persist post performing language conversion (English to Hindi)	Clarification: Bidder to provide the solution that will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
19	17	Section 2.3.1.1 Software Specification, Point viii	The proposed Bilingual solution should have the facility that it can be activated (executed) as per individual user's choice to carry out application translation	In current application does user management system has provision for selecting Langauge for user ? Or Chnages will be required in existing system	Clarification: Yes, current application user management system has provision for selecting Langauge for user.
20	18	Section 2.3.1.2 Translation, Point ii	The proposed Bilingual solution should support various file types such as Text, PDF, HTML, and XML	Why XML required Bilingual data? Any integration or data need to be stored in Hindi ?	Clarification: Any integration of the proposed solution with Core Insurance Application application has to be performed by the bidder. Bidder to provide the solution that will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi).
21	18	Section 2.3.1.2 Translation, Point ii	The proposed Bilingual solution should support various file types such as Text, PDF, HTML, and XML	Understanding is exiting reports are generated in said file type by Core application and the same will continue in english but based on user choice the english reports will be converted to Hindi	Yes, your understanding is correct.
22	18	Section 2.3.1.2 Translation, Point iii	The proposed Bilingual solution must provide support for printing bilingual text (English + Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language. d. The proposed Bilingual solution should be able to carry out conversion of on-line print as well as text, html and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.	Due to conversion to Hindi, the report formats need modifications due to length of words and space required by Hindi alphabets , Is OICL ready to accept the chnages to align the reports in Hindi ? Please confirm alignment chnages may need chnages in exiting report formats	Bidder to refer Appendix 10, Part B-Translation, Point 3, Sub Point b

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23		General	General	Dose exiting reports in English use short names/heads in reports (example Claim-CLM, Surrender-Surr, Expiry as exp) , in this case report wise database to be maintained. So please provide such details	Shall be shared with the successful bidder
24		General	General	During conversion , dose numeric data also need to be converted to Hindi ?	`Clarification: All report content generated from Core Insurance Application has to be translated.
25		General	General	Are there any Graphical reports ?	Shall be shared with the successful bidder
26		General	General	Are there any pre-printed stationary used for printing , if such how many such pre-printed stationay reports ? And how many get printed on dot-matrix printer	Shall be shared with the successful bidder
27	48	Section 7.1.3	Service Level Criteria	Can we propose on call support after 1st year support?	Clarification: Bidder is required to right size and propose the type of support in order to adhere to the scope and SLA mentioned in the RFP.
28	29	Section 3.1.10, 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 .	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 **for the reasons solely attributable to the bidder**.	As per the terms of the RFP
29	30	3.1.11 Payment terms	**Installation, Implementation & Commissioning** 100% of the Installation, Implementation & Commissioning Cost of the respective Solution/Product will be payable on successful Go-Live of the respective solution/product	**Installation, Implementation & Commissioning** 35% on SRS sign-off 35% on UAT completion 30% on GO-LIVE The above payment terms is for the respective Solution/Product.	As per the terms of the RFP
30	31	3.1.11 Payment terms	AMC: Quarterly in arrears: Payment will be made post warranty period	AMC: Quarterly in **Advance**: Payment will be made post warranty period	No Such Clause is mentioned in the RFP

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31		3.1.11 Payment terms (Payment for deployment of endpoint solutions (MDM, NAC and DAM))	90% cost would be payable on successful deployment of 80% users, nodes or devices across the network for the respective solution 10% cost would be payable on successful deployment of remaining 20% users, nodes or devices across the network for the respective solution	50% cost would be payable on successful deployment of 10% users, nodes or devices across the network for the respective solution 40% cost would be payable on successful deployment of remaining 40% users, nodes or devices across the network for the respective solution 10% cost would be payable on successful deployment of remaining 50% users, nodes or devices across the network for the respective solution	No Such Clause is mentioned in the RFP
32	32	Section 4.2, Ownership, Grant and Delivery	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. 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 internaluse 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	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. The Software should be assignable / transferable to any successor entity of OICL. OICL reserves the right to use the **license solely in conjunction with its use of such deliverables**~~excess capacity of the licenses supplied by the Bidder for any internaluse 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~~	As per the terms of the RFP
33	33	Section 4.5, Assignment	OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.	OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. ~~The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors.~~ The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.	As per the terms of the RFP

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34	33	Section 4.7, Indemnity	4.7 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	4.7 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) **Gross** Negligence and **willful** 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 the terms of the RFP
35	34	Section 4.8, Inspection of Records	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	Request notice period of 30 days. Request such audit to be conducted during normal business hours and not more than once every financial year. Request bidder's internal cost records and sensitive financial information to be excluded from the scope of such audit. Request audit to be conducted at OICL's costs. Request auditor to enter into the appropriate confidentiality obligations before conducting the audit	As per the terms of the RFP
36	36	Section 4.16, Liquidated Damages	If the Bidder fails to meet the Project Timelines as per Section 1.7, 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 meet the Project Timelines as per Section 1.7, 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)~~ every calender month or part thereof of delay, up to maximum deduction of ~~10%~~ 5% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract.	As per the terms of the RFP

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37	37	Section 4.20, Termination for Convenience	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. 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.	Either party may, by ~~30~~ **90** 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. 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.	As per the terms of the RFP
38	38	Section, 4.28 Cancellation of the contract & compensation	In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. If the Contract is cancelled during Warranty, the bidder shall repay all the payment received from OICL and remove the solution supplied and installed by the bidder without any extra cost to the Company. If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract	In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. ~~If the Contract is cancelled during Warranty, the bidder shall repay all the payment received from OICL and remove the solution supplied and installed by the bidder without any extra cost to the Company.~~ If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract	As per the terms of the RFP

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39	39	Section 4.29, Rights reserved by OICL	i. Company reserves the right to accept or reject any or all Bids without assigning any reasons. ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary. iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.	i. Company reserves the right to accept or reject any or all Bids without assigning any reasons. ii. Company reserves the right to verify the validity of information given by the Bidders. ~~If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.~~ ~~iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.~~	As per the terms of the RFP
40	40	Section 4.33 Repeat Order	OICL may place Repeat Order against the original order for a quantity up to 50% of the original order quantity during the contract period.	OICL may place Repeat Order against the original order for a quantity up to ~~50%~~ **10%** of the original order quantity ~~during the contract period~~ with in one year from the date of PO.	As per the terms of the RFP
41	49	Section 7.2, penalty, point vi	The penalty would be deducted from the quarterly payouts and the cap on any penalty due during the Warranty period will be adjusted against the payments made for bills/invoices provided by the bidder. Quarterly penalty will be 20% of the quarterly payout. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.	The penalty would be deducted from the quarterly payouts and the cap on any penalty due during the Warranty period will be adjusted against the payments made for bills/invoices provided by the bidder. ~~Quarterly penalty will be 20% of the quarterly payout.~~ For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of ~~10%~~ **5%** of the overall contract value.	As per the terms of the RFP
42	70	Annexure 13: Non-Disclosure Agreement, point 4- term	Any provisions of this Agreement which by their nature extend beyond its termination shall continueto be binding and applicable without limit in point in time except and until such information enters the public domain	Any provisions of this Agreement which by their nature extend beyond its termination shall continueto be binding and applicable without limit **till 1 year from the date of termination or expiry of the Agreement** ~~in point in time except and until such information enters the public domain~~	As per the terms of the RFP
43	71	Annexure 13: Non-Disclosure Agreement, point 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, tortuous 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.	Since this is an NDA and the disclosures could be only between the OICL and bidder. There is no involvement of a 3rd party in this NDA. Therefore have requested deletion of this clause. Whereas if in case of any breach between the parties, they have all the rights available to safeguard themselves like injunctions, court awarded damages and amicable settlement by way of Arbitration.	As per the terms of the RFP

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44		Section 5.3, Earnest Money Deposit	In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.	Request deletion of this clause	No Such Clause is mentioned in the RFP
45		Section 6, Sanctions for violations	(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.	Request deletion of this clause	No Such Clause is mentioned in the RFP
46		Section 6, Sanctions for violations	(iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR . If any outstanding payment is due to the BIDDER from the BUYER in	Request deletion of this clause	No Such Clause is mentioned in the RFP
47		Section 6, Sanctions for violations	(vii) To debar the BIDDER from participating in future bidding proce sses of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer	Request deletion of this clause	No Such Clause is mentioned in the RFP
48		Annexure 14: Integrity Pact- Point 7, Fall Clause	7. Fall Clause The BIDDER undertakes that it shall not supply similar Product / systems or subsystems in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Banks/Insurance Companies in India and if it is found that within one year after the signing of contract that similar product / systems or sub systems is supplied by the BIDDER to any other Public Sector Banks/Insurance Companies in India at a lower price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Request deletion of this clause	No Such Clause is mentioned in the RFP
49		Credit Period	Clause not present in RFP	All the invoices submitted to Purchaser should be paid with in 15 days from the date of submission of the invoice.	As per the terms of the RFP

Sr. No	Page No.	Point/ Section	Existing Clause	Query Sought	OICL Response
50		Termination	Clause not present in RFP	Either Party shall have the right to terminate this Agreement at any time: With Cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination by owner, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	As per the terms of the RFP
51		Change Orders	Clause not present in RFP	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 of the RFP
52		Taxes	Clause not present in RFP	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	As per the terms of the RFP
53		Savings Clause	Clause not present in RFP	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 of the RFP
54		Intellectual Protection	Clause not present in RFP	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 of the RFP

Sr. No	Page No.	Point/ Section	Existing Clause	Query Sought	OICL Response
55		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continious period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continious site not readiness for 30 days, same will be borne by the customer	As per the terms of the RFP
56		Risk and Title	Clause not present in RFP	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	As per the terms of the RFP
57		Deemed Acceptance	Clause not present in RFP	Products/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 Customer.	As per the terms of the RFP
58		Pass Through Warranty	Clause not present in RFP	bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that bidder shall not provide any additional warranties and indemnities with respect such products.	As per the terms of the RFP
59		Additional Hardware	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	As per the terms of the RFP
60		Upgrades/Enhancements	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	As per the terms of the RFP

Sr. No	Page No.	Point/ Section	Existing Clause	Query Sought	OICL Response
61	36	Section 4.18, 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. 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. 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.	bidder is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	As per the terms of the RFP