



31.03.2020

Annexure - Replies to Pre -Bid Queries

RFP - 485 (UIC : HO ITD : RFP:485:2019-20) - Request for Proposal (RFP) For Advisory Services for Hardware Refresh at Data Center /Disaster Recovery Centre

S No	Page No. (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query	Replies
1	5	2.4 Schedule of Events	Last date for submission of bid :- 3/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 03.04.2020 at 03:00 PM	Last date for submission of bid :- 17/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 17.04.2020 at 03:00 PM	Last date for submission of bid :- 24/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 24.04.2020 at 03:00 PM
2	5	2.4 Schedule of Events	Last date for submission of bid :- 3/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 03.04.2020 at 03:00 PM	In view of the evolving COVID-19 situation would request you to consider an extension of at least 3 weeks in case all requirements like POA, financials, EMD needs to be fulfilled.	Last date for submission of bid :- 24/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 24.04.2020 at 03:00 PM
3	5	2.4 Schedule of Events	Last date for submission of bid :- 3/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 03.04.2020 at 03:00 PM	Considering the current pandemic situation and based on the notifications being issued by the Govt., we will request to postpone the bid submission by 2 weeks.	Last date for submission of bid :- 24/04/2020 before 02:30 PM Opening of Pre-qualification cum Technical Bid :- 24.04.2020 at 03:00 PM
4	5	2.4 Schedule of Events	Address for Bid Submission and Correspondence	In view of the evolving COVID-19 situation would request you to consider online submission of the bid documents.	Submission in person is not required. It can be sent by post or courier.
5	6	2.5: Eligibility Criteria: Clause 3	The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure including project management, implementation and support in any BFSI/PSU Organization in India during the preceding financial years	Request clarity on the preceding financial years. Does this mean last 3 financial years (2016-17, 2017-18 and 2018-19. Please confirm	It is sufficient if the bidder has done consultancy of this nature. There is no restriction on the financial years.
6	7	3 :Scope of Work	The Bidder shall deploy qualified, adequate and experienced resource, as UIC may deem fit, in respect of the project till its completion to the full satisfaction of UIC. The Bidder shall deploy resources with professional knowledge of the project.	We request UIC to Change the Clause as below because the work satisfaction is very wide and does not have any definition and measuring parameters The Bidder shall deploy qualified, adequate and experienced resource, as UIC may deem fit, in respect of the project till its completion as per the terms and condition of the RFP. The Bidder shall deploy resources with professional knowledge of the project.	The Bidder shall deploy qualified, adequate and experienced resource, as UIC may deem fit, in respect of the project till its completion as per the terms and condition of the RFP. The Bidder shall deploy resources with professional knowledge of the project.
7	6	3. Scope of Work	Preparation of sizing estimates of hardware (Servers, Storage etc.) Based on existing infrastructure with an extrapolation for three year business growth projection.	How many applications / solutions for which the sizing needs to be done ?	Major Applications - GC CORE insurance solution PORTALS and SAP. The full details will be intimated to the selected bidder.
8	6	3. Scope of Work	Preparation of sizing estimates of hardware (Servers, Storage etc.) Based on existing infrastructure with an extrapolation for three year business growth projection.	Please clarify if the exercise includes only Server & Storage OR please provide the absolute list of areas which needs to be covered for sizing activity.	Yes. It is mainly server, storage and backup solutions. Full list will be shared with selected bidder.
9	6	3. Scope of Work	Preparation of sizing estimates of hardware (Servers, Storage etc.) Based on existing infrastructure with an extrapolation for three year business growth projection.	Can we assume that United India Insurance Co. Ltd. have all the following details in place and can be provided within working week to us; 1. Current Hardware configuration details, 2. Application to Server / partition / VMs mapping, 3. Utilization report for all the server / instances, 4. Storage capacity mapping to all applications / databases.	Yes

10	6	3. Scope of Work	Preparation of sizing estimates of hardware (Servers, Storage etc.) Based on existing infrastructure with an extrapolation for three year business growth projection.	We assume that the United India Insurance Co. Ltd. will provide the business growth projections, which will be used to do the sizing.	Yes
11	6	3. Scope of Work	The period of contract shall be for four month from the date of Purchase Order, which may be extended , if necessary , for a further period as mutually agreed	Request you to revise the clause as under: The period of Contract shall be for four months from the date of Contract Agreement	Refer to Corrigendum - 1
12	6	3. Scope of Work	Preparation of well researched Repatterning technical presentations bid queries handling/replies,	We understand that only a single RFP to be prepared for the hardware procurement of Data Center & Disaster Recovery Center. Please confirm the understanding that a single RFP is required to be prepared and evaluated.	YES
13	6	3. Scope of Work	The Bidder shall deploy qualified, adequate and experienced resource, as UIIC may deem fit, in respect of the project till its completion to the full satisfaction of UIIC.	We understand the project can be done in onsite- offsite combination based on requirement. Please confirm that the understanding is correct.	YES
14	7	4.1.2 : Clarification of Tender document	The Representatives of Bidders attending the pre-bid meeting must have proper authority letter issued in their name to attend the same and must have purchased the Tender document and shall produce the proof of purchase if sought for.	As per the Event of Schedule no pre bid dates has been mentioned and it is clearly specified that response will be uploaded on the web portal. Please confirm is there is Pre bid meeting or not	Due to Corona virus exigency, The Prebid meeting clause stands deleted.
15	8	4.2.2.	Documents comprising the bid Eligibility Bid Documents	Request Bank to allow submission of " Tender Document Fee" in the form of Demand Draft also during the bid submission instead of pre-bid.	No Change
16	10	4.2.6 Tender Fee (Non – Refundable)	A non-refundable tender document fee of ₹2,500/- (Rupees Two Thousand and five hundred Only) shall be remitted through electronic credit only before pre-bid meeting date and time as prescribed in Section 2.4	In Section 2.4 it is mentioned that response will be uploaded on the website. Please confirm when the tender fees needs to be deposit	Reference to Prebid meeting stands deleted. Tender fees need to be deposited and proof submitted along with other documents . The same will be verified on the date of bid opening.
17	11	4.2.8 FORFEITURE OF EMD	The successful bidder fails to furnish the required Performance Security within 10 days from the date of receipt of LOA (Letter of Acceptance)	We request UIIC to give at least 15 days from the date of Po Acceptance	No change
18	12	4.3: Evaluation of Bids	Eligible bidders must submit their Eligibility cum Technical Bid as well as commercial bid as described in the RFP. The evaluation shall be based on Eligibility Cum Technical Bid as well as commercial bid.	Request you to kindly clarify on the evaluation criteria (technical) of the bidder	The evaluation will be on the basis of submission of all documents both Eligibility cum technical, satisfying the requirement of UIIC . Once technically qualified vendors are identified ,then it will the L1 of commercial bid which will be selected.
19	12	4.3 Evaluation of Bids	Eligible bidders must submit their Eligibility cum Technical Bid as well as commercial bid as described in the RFP. The evaluation shall be based on Eligibility Cum Technical Bid as well as commercial bid.	Please confirm on the Evaluation criteria as reverse Auction will be there or the Commercial submitted by the Bidder will be the final Also please confirm if there are any technical Scoring done by the UIIC	No reverse auction will be there. No technical scoring done.
20	12	4.3 Evaluation of Bids	Eligible bidders must submit their Eligibility cum Technical Bid as well as commercial bid as described in the RFP. The evaluation shall be based on Eligibility Cum Technical Bid as well as commercial bid.	Request to confirm the methodology of the bid evaluation clearly. Generally the bids are evaluated in any one of the following methodology- 1. Techno-Commercial Evaluation(T1-L1) 2. L1(Lowest commercial bidder) In case of Techno-Commercial Evaluation(T1-L1), please specify the weightage given to Technical-Commercial evaluation and also the scoring methodology for the technical evaluation. For appointment of Consultants T1-L1 methodology is generally adopted in BFSI domain in India.	The evaluation will be on the basis of submission of all documents both Eligibility cum technical, satisfying the requirement of UIIC . Once technically qualified vendors are identified ,then it will the L1 of commercial bid which will be selected
21	12	4.3 Evaluation of Bids	Eligible bidders must submit their Eligibility cum Technical Bid as well as commercial bid as described in the RFP. The evaluation shall be based on Eligibility Cum Technical Bid as well as commercial bid.	Evaluation criteria has not been defined in the RFP. Will this be 70:30? What is the laid down criteria for technical evaluation considering the Eligibility is open ended especially in the area of past experience. Kindly help provide the details for evaluation.	The evaluation will be on the basis of submission of all documents both Eligibility cum technical, satisfying the requirement of UIIC . Once technically qualified vendors are identified ,then it will the L1 of commercial bid which will be selected.
22	13	4.3.3 Performance Security	Within 10 days of the receipt of Notification of Selection from UIIC, the bidder shall furnish an amount equivalent to 10 % of contract value in the form of irrevocable Bank Guarantee issued by Nationalized/Scheduled Bank towards performance security in accordance with the conditions of contract, as per proforma prescribed in Annexure III .	We request UIIC to give at least 15 days from the date of PO Acceptance	No change

23	13	4.3.3 : Performance Security	Performance Security	The term of the Bank Guarantee or the validity period of the Bank Guarantee is not mentioned in the clause	BG Shall be for the period of 6 months from the contract date.
24	14	4.4 : General Conditions	If at any stage of assigned work, it is observed that offered services do not meet UIIC's requirement and/or fail to provide requisite performance and required reports due to any reason not attributable to the UIIC, the bidder shall have to take suitable measures without any additional cost to the UIIC.	We request UIIC to modify the clause as UIIC requirement can go beyond RFP scope and bidder has quote as per the scope of the RFP If at any stage of assigned work, it is observed that offered services do not meet terms and condition o the RFP due to any reason not attributable to the UIIC, the bidder shall have to take suitable measures without any additional cost to the UIIC.	There will be no requirement beyond the scope of RFP and here UIIC requirement would mean anything within the scope of RFP
25	14	4.4.1 : Payment Terms	1) Sizing of Hardware, preparation and submission of Tender Document. :- 40% 2) Preparation and submission of Pre bid query replies :- 20% 3) Evaluation of eligibility criteria, technical bid and submission of report/recommendation :- 40%	1) Sizing of Hardware, preparation and submission of Tender Document. :- 40% 2) Preparation and submission of Pre bid query replies :- 20% 3) On submission of the eligibility evaluation report 20% 4) On submission of the technical evaluation report :- 15% 5) On submission of the commercial evaluation report :- 5%	No Change
26	15	4.4.1 : Payment Terms	Payment terms:	Payment of an invoice shall be made by the UIIC within thirty (30) days of the invoice date. In the event of any discrepancies in the invoice, the UIIC shall notify Bidder within seven (7) days from the date of receipt of the invoice, failing which the invoice shall be deemed to be accepted by UIIC. Interest on overdue payments shall be charged at the rate of 12% per annum (subject to the permissible limit under laws), from the due date for payment until the date of receipt of payment. In addition to the above, in case of any failure to make payment under the Purchase Order the Bidder shall be entitled to suspend services to the UIIC under this Agreement until receipt of	No Change
27	15	4.4.2 Penalty	1) Sizing of Hardware, preparation and submission of Tender Document. :- 30 days from PO 2) Preparation and submission of Pre bid query replies :- 60 days from PO 3) Evaluation of eligibility criteria, technical bid and submission of report/recommendation :- 90 days from PO	We request UIIC to calculate the Pre bid and reports time from the date of Pre bid query Submission and Bid submission and also Clarification provide from the bidders for that bid. As we cant submit our reports and replies when the bidder can provide the clarifications only 1) Sizing of Hardware, preparation and submission of Tender Document. :- 40 days from Contract Sign 2) Preparation and submission of Pre bid query replies :- 10 days from the Pre bid Meeting 3) Evaluation of eligibility criteria :- 5 days from the day all clarification received from Bidder 4) Evaluation of Technical Bid :- 5 days from the date all clarification received from bidder	It has been decided to give overall time frame of 120 days for all activities without mentioning specific timelines for milestones. Please refer to the revised clause in the Corrigendum.
28	15	4.4.2 Penalty	In case the bidder delays any of the above mentioned milestones, the penalty at the following rate shall be levied and recovered from the respective milestone payment I. 1% of the milestone payment for the first week of delay;	We request UIIC to cap the upper limit of the penalty to 5% of the TCV	In case the bidder delays the project beyond 120 days from the date of purchase order the penalty at the following rate shall be levied and recovered from the last milestone payment I. 1% of the total contract value TCV) for the first tweak of delay;
29	15	4.4.2 Penalty	Penalty	Please note the penalties are not capped hence we propose to insert the following verbiage. "Penalties to be applied on account of causes solely and directly attributable to Bidder. Further any delay caused on account of the UIIC shall not be computed for delay in milestone	Penalty capped at 5% of TCV as per revised clause. "Penalties to be applied on account of causes solely and directly attributable to Bidder. Further any delay caused on account of the UIIC
30	15	4.4.2 Penalty	Sizing of Hardware, preparation and submission of Tender Document. - Within 30 days of purchase order	This will have dependency on United India Insurance Co. Ltd. providing the details to us as per our information gathering template and the number of equipment and solutions that require to be sized. For the said timeline, we assume that all the requisite information will be provided to us within a week time by United India Insurance	Assumption is correct.

31	15	4.4.2 Penalty	<p>1. Sizing of Hardware, preparation and submission of Tender Document. - Within 30 days of purchase order.</p> <p>2. Preparation and submission of Pre bid query replies. - Within 60 days of purchase order.</p> <p>3. Evaluation of eligibility criteria, technical bid and submission of report/recommendation - Within 90 days of purchase order.</p> <p>1. Sizing of Hardware, preparation and submission of Tender Document. - Within 30 days of purchase order.</p> <p>2. Preparation and submission of Pre bid query replies. - Within 60 days of purchase order.</p> <p>3. Evaluation of eligibility criteria, technical bid and submission of report/recommendation - Within 90 days of purchase order.</p>	<p>We request to change it to below;</p> <p>1. Sizing of Hardware, preparation and submission of Tender Document. - Within 60 days of purchase order.</p> <p>2. Preparation and submission of Pre bid query replies. - Within 10 days of receiving all the Prebid queries .</p> <p>3. Evaluation of eligibility criteria, technical bid and submission of report/recommendation - Within 45 days of receipt of all bids.</p>	<p>As long as the bidder completes the project within 120 days from the date of purchase order, bidder can have flexibility in individual milestones. In short there will be no timelines for individual milestones but only overall timelines for project completion. However, payments will be released based on completion of individual milestones only.</p>
32	15	4.4.2 Penalty	<p>In case the bidder delays any of the above mentioned milestones, the penalty at the following rate shall be levied and recovered from the respective milestone payment</p>	<p>Request you to consider rewording the clause as; For delays solely attributable to consultants performance in rendering services to UIIC, UIIC shall have the option to levy penalty at the following rate and recover from the respective milestone payment ;</p> <p>i. 1% of the milestone payment for the first week of delay;</p> <p>ii. 2% of the milestone payment for the second week delay;</p> <p>iii. 3% of the milestone payment for the third week delay</p> <p>Consultant shall notify UIIC in writing, the fact of such extension or delay, its likely duration and its causes. Decisions on extensions and delays would be arrived at post consultation between UIIC and consultant taking into consideration all engagement related dependencies and risks.</p> <p>Request you to consider rewording the clause as; For delays solely attributable to consultants performance in rendering services to UIIC, UIIC shall have the option to levy penalty at the following rate and recover from the respective milestone payment ;</p> <p>i. 1% of the milestone payment for the first week of delay;</p> <p>ii. 2% of the milestone payment for the second week delay;</p> <p>iii. 3% of the milestone payment for the third week delay</p> <p>Consultant shall notify UIIC in writing, the fact of such extension or delay, its likely duration and its causes. Decisions on extensions and delays would be arrived at post consultation between UIIC and consultant taking into consideration all engagement related dependencies and risks.</p>	<p>As long as the bidder completes the project within 120 days from the date of purchase order, the bidder can have flexibility in individual milestones. In short, there will be no timelines for individual milestones but only overall timelines for project completion. However payments will be released based on completion of individual milestones only.</p> <p>Penalties to be applied on account of causes solely and directly attributable to bidder.</p> <p>Further any delay caused on account of the UIIC shall not be computed for delay in milestone achievement</p>
33	15	4.4.2 Penalty	<p>In case the bidder delays any of the above mentioned milestones, the penalty at the following rate shall be levied and recovered from the respective milestone payment</p> <p>i. 1% of the milestone payment for the first week of delay;</p> <p>ii. 2% of the milestone payment for the second week delay;</p>	<p>Request you to revise the clause as under: In case the bidder delays any of the above mentioned milestones, the penalty at the following rate shall be levied and recovered from the respective milestone payment</p> <p>i. 0.25 % of the milestone payment for the first week of delay; ii. 0.5% of the milestone payment for the second week delay; iii. 1% of the milestone</p>	<p>In case the bidder delays the project beyond 120 days from the date of purchase order the penalty at the following rate shall be levied and recovered from the last milestone payment</p> <p>i. 1% of the total contract value (TCV) for the first tweak of delay;</p> <p>ii. 2.5% of the total contract value (TCV) for the second week delay;</p>

			<p>iii. 3% of the milestone payment for the third week delay. In case the bidder delays any of the above mentioned milestones, the penalty at the following rate shall be levied and recovered from the respective milestone payment</p> <p>i. 1% of the milestone payment for the first week of delay;</p> <p>ii. 2% of the milestone payment for the second week delay;</p> <p>iii. 3% of the milestone payment for the third week delay.</p>	<p>payment for the third week delay</p>	<p>iii. 5% of the total contract value (TCV) for the third week delay. Maximum penalty capped at 5% of TCv.</p>
34	15	5 : Terms & Conditions	<p>Terms & Conditions</p>	<p>Request you to consider discussing T&C as a part of the final contracting. Especially clauses related to Termination/Termination for Convenience (option for consultant to terminate the contract under defined circumstances), Confidentiality, Indemnification, Limitation of Liability.</p>	<p>No Change</p>
35	17	5.1 : Termination for Convenience	<p>UIIC may by written notice sent to the bidder, terminate the contract, in whole or in part at any time of its convenience by giving 15 days prior written notice. The notice of termination shall specify that termination is for UIIC's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>In such termination UIIC shall pay to the bidder an amount apportionable for partially completed services by the bidder, provided the same is rendered as per the agreed terms and to the satisfaction of UIIC. Termination for Convenience</p>	<p>We propose to make the clause mutual:</p> <p>Either party UIIC may by written notice sent to the other party bidder, terminate the contract, in whole or in part at any time of its convenience by giving 15 days prior written notice. The notice of termination shall specify that termination is for UIIC's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>In such termination UIIC shall pay to the bidder an amount apportionable for partially completed services by the bidder, provided the same is rendered as per the agreed terms and to the satisfaction of UIIC.</p>	<p>No Change</p>
36	20	5.2 : Professional Liability	<p>The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The consultant will cooperate fully with any legitimately provided / constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligation.</p>	<p>The Consultant is expected to carry out its assignment with due diligence and in accordance with the specifications and requirements of the Purchase Order. prevailing standards of the profession. The consultant will cooperate fully with any legitimately provided / constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligation.</p>	<p>The Consultant is expected to carry out its assignment with due diligence and in accordance with the specifications and requirements of the Purchase Order. The consultant will cooperate fully with any legitimately provided / constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligation.</p>
37	16	5.3 : Royalties and patents	<p>Bidder shall fully assume responsibility for, indemnify UIIC against and hold UIIC and its employees and representatives fully harmless from any claim that the Services infringe a copyright, patent, trademark or other intellectual property right of any third party</p>	<p>We propose to revise the clause as under:</p> <p>5.3:Each Party shall always retain the exclusive ownership to its Pre-existing Material.</p> <p>Subject to receipt of full and final payments under this Agreement by the UIIC all Intellectual property rights in Services performed by personnel of Contractor shall be owned by the UIIC. Nothing contained in the Agreement will be deemed to convey any title or ownership interest in any Intellectual Property Rights to UIIC, nor are any rights or licenses granted under the Contract with respect to any intellectual property right, except as otherwise expressly provided in the Contract.</p> <p>Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel</p>	<p>No Change</p>

				<p>which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel of the Bidder upon completion of their assignment with the UIIC</p>	
38	16	5.3 : Royalties and patents	<p>UIIC may at any time, by a written order given to the bidder, may make changes within the general scope of the contract in the service to be provided by the bidder.</p>	<p>We propose the following detailed verbiage to be added in the clause</p> <p>a)Either party may propose a change to any aspect of the Services by issuing a written request to the other party describing the proposed change in enough detail to enable initial consideration of the proposed change ("Change Request"). Within ten (10) working days of after the Change Request is issued, the Bidder will prepare and submit to the UIIC a proposal ("Change Request Proposal") setting out full details of the change, including any changes to the Services, payments, specifications, milestones, project plan, due dates and any other areas as deemed fit by the UIIC and arising as a result of the change.</p> <p>b)The UIIC will consider the Change Request Proposal and during the period of ten (10) working days will notify the Bidder that it (i) accepts the Change Request Proposal, in which case UIIC will sign the Change Request Proposal, (ii) requests further information or changes to the Change Request Proposal, in which case the parties will discuss the required information and changes and if agreed, the Bidder will then re-submit a revised Change Request Proposal to the UIIC; or (iii) rejects the Change Request Proposal, in which case the parties will have no further obligations in relation to that change and the parties' obligations under this agreement relevant Services continue in force unchanged.</p> <p>c)A change will have no effect unless and until the corresponding Change Request Proposal is accepted and signed by both the parties.</p>	No Change
39	16	5.5 : Change Orders	<p>UIIC may at any time, by a written order given to the bidder, may make changes within the general scope of the contract in the service to be provided by the bidder.</p>	<p>Request you to delete the clause as any change in scope post bid submission may require additional effort and have commercial impact. Such changes have to be discussed and mutually agreed by both parties(UIIC & bidder)</p>	No Change

40	16	5.8 : Termination	<p>UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 30 days' prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 15 days from the date of notice.</p>	<p>We propose to make the clause mutual:</p> <p>Either Party UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 30 days' prior written notice to the Bidder if either party the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 15 days from the date of notice .</p>	No Change
41	16	5.9 : Insolvency	<p>UIIC may terminate the contract by giving written notice to the bidder without compensation, if the bidder becomes bankrupt or otherwise insolvent or a proceeding to that effect has / is being initiated, provided that such termination will-not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.</p>	<p>We propose to make the clause mutual:</p> <p>Either party UIIC may terminate the contract by giving written notice of 15 (fifteen) days to the other bidder without compensation, if the other party bidder becomes bankrupt or otherwise insolvent or a proceeding to that effect has / is being initiated, provided that such termination will-not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company UIIC.</p>	No Change
42	17	5.11 : Force Majeure	Force Majeure	<p>We propose to make the last sentence of the clause mutual:</p> <p>Notwithstanding the above, the decision relating to the invoking of this clause shall be taken by both the Parties mutually. of UIIC shall be final and binding on the Bidder.</p>	Notwithstanding the above, the decision relating to the invoking of this clause shall be taken by both the Parties mutually .
43	18	5.12 : Arbitration	<p>UIIC and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, UIIC and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.</p> <p>In the case of a dispute or difference arising between UIIC and the bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by UIIC and the other to be nominated by the bidder and such nominated arbitrators to appoint the Third Arbitrator who shall be the Presiding Arbitrator for the Arbitral Tribunal. The award of the Arbitral Tribunal shall be final and binding on the parties.</p> <p>The Indian Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re- enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be within the original jurisdiction of Madras High Court.</p>	<p>We propose the following revisions in the clause.</p> <p>UIIC and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.</p>	No Change
44	18	5.13	<p>Applicable law</p> <p>The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts)</p>	<p>The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and any dispute under this agreement shall be will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).</p>	The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and any dispute under this agreement shall be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

45	18	5.15 : Confidentiality clause	<p>The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.</p>	<p>We propose to make the clause mutual by inserting the following verbiage:</p> <p>“The obligations under this clause shall apply to UIIC mutatis mutandis in case of any confidential information shared by the Bidder to UIIC.”</p> <p>The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender for a period of three years.</p>	No Change
46	19	5.18 : Cancellation of contract and compensation	<p>The UIIC reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the UIIC in the following circumstances:</p> <p>a.The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>b.The selected bidder goes in to liquidation voluntarily or otherwise.</p> <p>c.The progress made by the selected bidder is found to be unsatisfactory</p> <p>The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.</p>	<p>We propose deletion of this clause as the same is onerous on Capgemini.</p>	No Change
47	21	5.22 : Indemnification	<p>a.The bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (bidder's) employees or agents, or by any other third party resulting from or by any negligence and / or default by or on behalf of the bidder and against any and all claims by the employees, workmen, contractors, sub contractors, suppliers, agent(s), employed, engaged or otherwise working for the bidder, in respect of any and all of the claims under the labor laws including wages, salaries, remuneration, compensation or like.</p> <p>b.The Bidder shall indemnify, protect and save UIIC and hold UIIC fully harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings,(including reasonable attorney fees),relating to or resulting directly from I.A negligence and/or default of the Bidder ,its employees, its agents or employees of the consortium in the performance of the services provided by this contract</p> <p>II.Breach of any of the terms of this tender document or breach of any representation or warranty by the bidder</p> <p>III.Use of the deliverables and or services provided by the Bidder</p> <p>IV.Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.</p> <p>c.The Bidder shall further indemnify UIIC against any proven tangible loss or property damage to UIIC's premises or property etc. due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder</p>	<p>We propose a revised clause for providing indemnities to UIIC.</p> <p>The bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (bidder's) employees or agents, or by any other third party resulting from or by any negligence and / or default by or on behalf of the bidder and against any and all claims by the employees, workmen, contractors, sub contractors, suppliers, agent(s), employed, engaged or otherwise working for the bidder, in respect of any and all of the claims under the labor laws including wages, salaries, remuneration, compensation or like.</p> <p>The Bidder shall indemnify ,protect and save UIIC and hold UIIC fully harmless from and against all claims,losses,costs,damages,expenses,action suits and other proceedings,(including reasonable attorney fees),relating to or resulting directly from A negligence and/or default of the Bidder ,its employees, its agents or employees of the consortium in the performance of the services provided by this contract</p> <p>Breach of any of the terms of this tender document or breach of any representation or warranty by the bidder</p> <p>Use of the deliverables and or services provided by the Bidder</p> <p>Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.</p> <p>The Bidder shall further indemnify UIIC against any proven tangible loss or property damage to UIIC's premises or property etc. due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express</p>	No Change

d.The Bidder shall further fully indemnify UIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIC for malfunctioning of the equipment at all points of time. It is clarified that the Bidder shall in no event enter into a settlement ,compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIC's (and/or its customers, users and service providers)rights, interest and reputation.

direction of the Bidder
The Bidder shall further fully indemnify UIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIC for malfunctioning of the equipment at all points of time. It is clarified that the Bidder shall in no event enter into a settlement ,compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIC's (and/or its customers, users and service providers)rights, interest and reputation. The indemnifying party shall indemnify the indemnified party against any third-party claims and any damages arising from such claims, including reasonable attorneys' fees and expenses, to the extent such claims arise out of:
a. death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;
b.the breach by the indemnifying party of any of its confidentiality obligations,
c.Gross negligence willful misconduct.

Save as expressly provided otherwise elsewhere in this Agreement, in respect of each indemnity in this Agreement under which a claim is brought by a third party against the indemnified Party, the indemnified Party agrees to:
a. notify the indemnifying Party promptly upon becoming aware (and in any event within ten (10) days of any claim;
b. make no admissions or statements without the indemnifying Party's consent;
c. reserve for the indemnifying Party the right if it chooses to take exclusive control of the litigation and to conduct/settle litigation and negotiations as the indemnifying Party sees fit (subject to keeping the indemnified Party reasonably informed);
d. give the indemnifying Party such assistance as may be reasonably required;
e. preserve and not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without the prior consent of the indemnifying Party; and
f. not enter into any binding agreement or arrangement to settle such claim without the prior written consent of the indemnifying Party.
g. take all steps to mitigate the costs or loss which it may suffer with this agreement including in relation to any losses, costs, damages and expenses covered by indemnity.

48	21	5.22 : Indemnification	<p>a.The bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (bidder's) employees or agents, or by any other third party resulting from or by any negligence and / or default by or on behalf of the bidder and against any and all claims by the employees, workmen, contractors, sub contractors, suppliers, agent(s), employed, engaged or otherwise working for the bidder, in respect of any and all of the claims under the labor laws including wages, salaries, remuneration, compensation or like.</p> <p>b.The Bidder shall indemnify, protect and save UIIC and hold UIIC fully harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings,(including reasonable attorney fees),relating to or resulting directly from</p> <p>I.A negligence and/or default of the Bidder ,its employees, its agents or employees of the consortium in the performance of the services provided by this contract</p> <p>II.Breach of any of the terms of this tender document or breach of any representation or warranty by the bidder</p> <p>III.Use of the deliverables and or services provided by the Bidder</p> <p>IV.Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.</p> <p>c.The Bidder shall further indemnify UIIC against any proven tangible loss or property damage to UIIC's premises or property etc. due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder</p> <p>d.The Bidder shall further fully indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIIC for malfunctioning of the equipment at all points of time. It is clarified that the Bidder shall in no event enter into a settlement ,compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers)rights, interest and reputation.</p>	Request UIIC to client to bring the indemnity arising from IPR within the liability cap.	Liability will be as per clause 5.23 only
49	21	5.23 Limitation of Liability	Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.	We request UIIC to cap the upper limit of the penalty to 5% of the TCV	The penalty is capped at 5% as per the revised penalty clause However there is no change in limitation of liability clause

50	21	5.23 Limitation of Liability	<p>Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.</p>	<p>We propose the following revisions in the clause.</p> <p>bidder's cumulative liability for its obligations under the contract shall not exceed 100% of contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving. Regardless of anything stated under this agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages, including without limitation any damages for lost profits incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages.</p> <p>Notwithstanding anything stated under this agreement, the maximum aggregate liability of bidder to UIIC for all damages under or in connection with the agreement shall in no event exceed the amount equal to the total payments actually received by the UIIC (excluding reimbursement of expenses and/or other taxes) under this contract agreement during the period of one (1) months preceding the act or omission for which bidder is liable. the foregoing limitation on liability of UIIC shall apply regardless of how that liability arises, including (without limitation) breach of contract, tort, misrepresentation or breach of statutory duty.</p> <p>Bidder shall have no liability to UIIC under this contract if the liability arises due to bidder's compliance with UIIC's instructions which resulted in UIIC incurring the losses.</p>	No Change
51	22	Annexure 1	Undertaking for NIL Deviations	We will not be able to submit this declaration in view of the points highlighted above	No Change
52	25	Annexure III	Performa Bank Guarantee for Contract- Performance security	<p>We propose that the validity of the Bank Guarantee be restricted to the term of the Contract only i.e. four months accordingly we have made the following changes.</p> <p>We, _____ (Name of the bank and full address) do hereby undertake to pay the amounts due and payable under this performance bank guarantee without any delay or demur, merely on a demand from UIIC stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by UIIC by reason of breach by Selected Bidder of any of the terms</p>	No Change

and conditions contained in the RFP after receipt of a thirty (30) days prior written notice from UIIC to perform any such the responsibilities and obligations as set out in the RFP and the said Agreement or by reason of the Selected Bidder's failure to perform its obligations under the RFP and the said Agreement.

4. We, _____ (Name of the bank and full address) further agree that this performance bank guarantee shall remain in full force and effect during the entire tenure of the said Agreement. till 60 days after all the contractual obligations of the Selected Bidder including warranty obligations are completed and all the dues of UIIC under or by virtue of the said Agreement have been fully paid and its claim authorities satisfied or discharged by the said Selected Bidder.

Unless a claim or demand under this performance bank guarantee is made or presented to the Bank before within six months from the expiry of this Performance Bank Guarantee, all the rights of UIIC under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only and only if UIIC serves upon us a written claim or demand within the validity of six months from the expiry date of this Performance Bank Guarantee.

9. Notwithstanding anything contained herein:-

1. Our liability under this Performance Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only). (10% of the Contract price.)

2. This Performance Bank Guarantee shall be valid up to the term of the Contract. 60 days after all contractual obligations of the Bidder including warranty obligations are completed

3. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only and only if UIIC serves upon us a written claim or demand within the validity period of this six months from the expiry date of this Performance Bank Guarantee.

11. This Performance Bank Guarantee shall come into force immediately and shall be valid up to 60 days after all contractual obligations of the Bidder including warranty obligations are completed.

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Annexure III

Performance Bank Guarantee for Contract-
Performance security

Request UIIC to incorporate the below clause in Bank Guarantee format based on RBI guidelines- "Notwithstanding anything contained hereinabove :- 1. Our liability under this Bank Guarantee shall not exceed Rs..... 2. The Bank Guarantee shall be valid up to ("Expiry Date"..... of BG). 3. We are liable to pay

No Change

				the guaranteed amount or any part thereof under this bank guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Guarantee on or before ("Expiry Date"/ Claim Period of BG). 4. After claim period all your rights under this guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not."	
54	28	Annexure V: Bidder Profile	NOTE: - Please attach last year's financial results duly certified by the auditors along with an attested copy Certificate of Incorporation.	Can the Annual report of 2018-19 satisfy the statement asked in "note" for last year's financial results duly certified by the auditors	YES
55	29, 30	Annexure VI- List of Bidder's Major Clients Annexure VII- Reference Form for Advisory Services	List of Bidder's Major Clients Reference Form for Advisory Services	Annexure VI is to include all IT consulting assignment by client excluding the ones which would become part of Annexure VII	YES
56	29	Annexure VI- List of Bidder's Major Clients	Please attach IT Consultancy completion certificates/citations/notification for each reference provided (References – Min: 2, Max: 5).	Please accept Contract agreements/Work Orders/ engagement letters also in addition to certificates/citations/notification for each reference as mentioned in SL No. 3 of ELIGIBILITY CRITERIA	Please attach IT Consultancy completion certificates/citations/notification, Contract agreements/Work Orders/ engagement letters for each reference provided (References – Min: 2, Max: 5).
57	30	Annexure VII	Project Completion Date	As we are working with Banks and Insurance Sector where we are long project Duration of like 2 to 3 years. So please confirm in those cases which date needs to be mentioned	The duration of the contract and the completion date is to be mentioned. If it is ONGOING ,start date is to be mentioned in addition to mentioning as ONGOING
58	31	Annexure X- Non Disclosure Agreement	Annexure X	<p>We propose following revisions in the format:</p> <p>2. Covenant not to disclose (para 2)</p> <p>In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.</p> <p>5 Remedies for Breach of confidentiality</p> <p>8. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement. apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.</p> <p>6 Term</p> <p>The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees during the term of this Agreement and for three years after the expiry or termination of the Agreement. , perpetually</p>	No Change

59	34	Annexure X- Non Disclosure Agreement	Non Disclosure Agreement Format	Request clarity on the submission of NDA on the letter head or Stamp paper. If it has to be on stamp paper, please specify the value of the stamp paper	Rs 100 Stamp Paper is required.
60	39	Annexure XI: No Blacklisting Declaration	Dear Sir/Madam, We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission.	Request you to revise the clause as under: Dear Sir/Madam, We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies to the best of our knowledge and belief as on date of bid submission	Dear Sir/Madam, We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies to the best of our knowledge and belief as on date of bid submission.
61	41	Annexure XIII: Eligibility Criteria Compliance Point no 5	The bidder should undertake to provide a project office in Chennai during the tenure of the contract and for extended period, as need be	Request you to revise the clause as under: The period of contract shall be for four months from the date of Contract Agreement.	No Change
62		New Clause		a)In case of termination of the Agreement as per the terms of this Agreement, UIIC shall pay the Bidder all Fees and expenses for any and all Services provided by the Bidder till the date of termination of the Agreement and any reasonable costs necessarily incurred by the Bidder and attributable to the early termination of the Contract and b) Provisions of this Contract Agreement which will survive any such termination or expiration shall include Clause payments, confidentiality), Intellectual Property Rights, Indemnity and imitation of Liability.	Not Accepted
63		New Clause	Non-Solicitation	During the term of a Purchase Order and for a period of one (1) year following its termination, neither Party shall, knowingly directly or indirectly solicit for employment, hire or utilize as an independent contractor any of the other Party's personnel who have been directly involved in the performance of such Party's obligations under this Agreement, without the prior written consent of the other Party. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees	5.24 : Non-Solicitation: During the term of a Purchase Order and for a period of one (1) year following its termination, neither Party shall, knowingly directly or indirectly solicit for employment, hire or utilize as an independent contractor any of the other Party's personnel who have been directly involved in the performance of such Party's obligations under this Agreement, without the prior written consent of the other Party. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees

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Signed
Authorized Signatory