
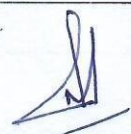


**Corrigendum - 1**

Reply to Pre-Bid queries for eTender No: TW-IT/OT/05/2022-23 dtd. 30/12/2022						
Sl No	RFP Pg. no.	RFP Clause no.	Original RFP Clause	Query sought/Suggestions of the Bidder	Clarification	
1	31	Section V	Terms and conditions Termination The Authority of OPTCL reserves the right to terminate the Agreement during initial period also after giving 01 (One) months' notice to the Bidder / Agency.	Below modifications suggested Clause has to be made mutual with 90 days prior notice	Tender Clause Prevails	
2	32	9	The agency shall neither deploy nor withdraw any personnel at any time without knowledge of CGM (IT), OPTCL Hqrs, Bhubaneswar. In case of withdrawal / leaving of any deployed person due to resignation / termination /death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The Agency shall replace immediately any of its personnel who is found unacceptable to OPTCL because of security risk, incompetent, conflict of interest, improper conduct etc. upon receiving written compliant from the concerned official of OPTCL. It will be the responsibility of the Agency to provide a suitable substitute within five working days. The delay in providing a substitute beyond three working days would attract a penalty @ Rs. 2000/- per day per person on the agency.	The agency shall neither deploy nor withdraw any personnel at any time without knowledge of CGM (IT), OPTCL Hqrs, Bhubaneswar. In case of withdrawal / leaving of any deployed person due to resignation / termination /death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The Agency shall replace immediately any of its personnel who is found unacceptable to OPTCL because of security risk, incompetent, conflict of interest, improper conduct etc. upon receiving written compliant from the concerned official of OPTCL. It will be the responsibility of the Agency to provide a suitable substitute within <del>five</del> <b>three</b> working days. The delay in providing a substitute beyond <del>three</del> <b>three</b> working days would attract a penalty @ Rs. 2000/- per day per person on the agency. Maximum penalty to be restricted to 1% of monthly invoice value	The agency shall neither deploy nor withdraw any personnel at any time without knowledge of CGM (IT), OPTCL Hqrs, Bhubaneswar. In case of withdrawal / leaving of any deployed person due to resignation / termination /death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The Agency shall replace immediately any of its personnel who is found unacceptable to OPTCL because of security risk, incompetent, conflict of interest, improper conduct etc. upon receiving written compliant from the concerned official of OPTCL. It will be the responsibility of the Agency to provide a suitable substitute within three working days. The delay in providing a substitute beyond three working days would attract a penalty @ Rs. 2000/- per day per person on the agency.	
3	32	11	In case of any loss to OPTCL due to lapse on the part of the personnel deployed, such loss will be borne by the Agency and in this connection, the OPTCL shall have the right to recover the loss by deducting appropriate amount from the bill of agency to make good of such loss to the OPTCL besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, OPTCL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason thereof.	Direct losses to the extent of 1% of monthly invoice value	Tender Clause Prevails	
4	32	B	Payment terms and conditions Payment including GST shall be made to you after completion of each quarter of services satisfactorily.	Payment including GST shall be made to you after completion of each month of services satisfactorily.	Tender Clause Prevails	
5	35	1 (Clause 4)	Any dispute or difference arising out of or in course of the Contract, may be referred to the Arbitrator appointed by the Management of OPTCL, Janpath, Bhubaneswar-751022 and his decision in the matter shall be final and binding to both the parties	Below modifications suggested: Any dispute or difference arising out of or in course of the Contract, may be referred to the sole Arbitrator jointly appointed by both parties and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 . The seat of and venue of the arbitration shall be in Mumbai. The cost of arbitration shall be borne equally by both the parties. <del>appointed by the Management of OPTCL, Janpath, Bhubaneswar -751022 and his decision in the matter shall be final and binding to both the parties</del>	Tender Clause Prevails	

6	35	1 (Clause 5)	The agency will keep OPTCL indemnified against any claims/disputes arising between the agency and its personnel deployed at various locations. The agency and the personnels shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana held during the contract period and in the event of any such involvement of the Firm / Agency and their personnels in such activities, action will be taken against the agency like removal of the agency from the list of the FMS service providers/such deployed personnel will not be taken further on duty/ contract will be terminated and consequential forfeiture of PBG already deposited against the contract.	Below modifications suggested: The agency will keep OPTCL indemnified against any actual direct and proven claims/disputes arising between the agency and its personnel deployed at various locations. The agency and the personnels shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana held during the contract period and in the event of any such involvement of the Firm / Agency and their personnels in such activities, action will be taken against the agency like removal of the agency from the list of the FMS service providers/such deployed personnel will not be taken further on duty/ contract will be terminated and consequential forfeiture of bid security already deposited against the contract.	Tender Clause Prevails
7	35	2	Price reduction	The Bidder / Agency shall provide a substitute well in advance if there occurs any probability of the personnel leaving the job due to his own personal reasons. The delay in providing a substitute beyond <del>24 man hours (three working days)</del> 30 days from the date of absence of service would attract a penalty @ Rs. 2000/- per day (8 man-hour) on the agency. Maximum penalty at 1% of monthly invoice value	Tender Clause Prevails
8			Clause to be added	Notwithstanding anything said elsewhere, 1. In no event shall the firm be liable to the Company or any third party for a monetary amount collectively and in aggregate greater than the total amounts for the immediately preceding three (3) months received by the agency for the Services under a particular SOW under which the liability principally arises. 2. Neither Party shall be liable to the other Party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose and such limitation shall be considered cumulatively and not per incident. The existence of claims or suits will not enlarge or extend the limit.	Need not be added
9			Clause to be added	<b>Non Solicitation:</b> Neither party shall solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved for 2 years after such resource has ceased to be engaged for performance of services pursuant to proposal and this RFP. Notwithstanding the foregoing, either party may hire (a) personnel who independently responds to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other party and (b) personnel who have separated or have been separated from the services of a party for at least a period of 1 (One) year.	Need not be added
10			Clause to be added	In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation	Need not be added

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11	C. (III)	Certified copy of the statement of bank account of agency for last three years;	It is not possible to share the bank statement because of confidentiality. We will share our bank details and we also share declaration letter that we will share bank statement after getting order.	The agency needs to submit the bank details for the month march for each FY and for the month Decmber 2022.
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*MM*  
12/01/23  
**Chief General Manager (IT)**

*JG* *2023*