

Ref: ITD/HO/2012/L/546

08 August 2012

To all perspective Bidders

Dear Sir/Madam,

RE: Clarifications sought by some of the prospective bidders
- Tender No OICL/HO/ITD/ITCONSULTANT/2012-1 Dated 09-Jul-2012

This has reference regarding clarification to the tender document. The clarifications are attached as a separate annexure to this letter.

Further, Please be informed that the last date of above bid submission is before Thursday 09-Aug-2012 01:00 PM.

Thanking you
Yours truly,

K. Ramadevi

K. RAMADEVI
DY. GENERAL MANAGER

K. Ramadevi

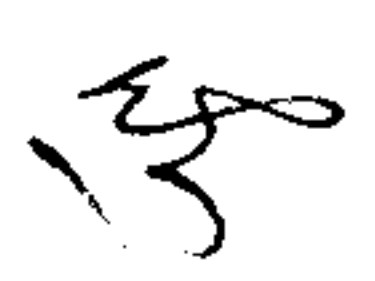
| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|--|--|---|---|
| 19 | 2.2 | Category 1,2,3 | Prepare detailed action plan / schedule, RFP including selection criteria / evaluation criteria and bidding process in each case after thorough research. | Does OICL have any point of view on the number of RFPs ? | OICL will prefer to have separate RFPs for separate projects. |
| 20 | 2.2 | Scope of Work | "The consultant will be required to assist OICL in selecting various System Integrators / implementing vendors through Request For Proposal (RFP) tendering process as per CVC guidelines followed by PSUs." | Does OICL want to appoint three different SIs for DMS, CRM and BI solutions or one SI who will implement all three? | |
| 21 | 2.2.1.2 | Phase-II - Request for Proposal (RFP) creation | In order to suitably address specific requirements of each project the consultant shall prepare separate RFPs, based on the basic requirement provided by OICL. | Is it mandatory to have different RFP's for different initiatives or the number of RFP's can be re-looked later on after the consultant is on-board | |
| 21 | 2.2.1.2.5 | Scope of Work | "Bills of Material – The consultant will be required to study, examine and re-visit the proposals (approved by OICL) and convert the requirements stated there in to detailed Bills of Material." | Which Bill of Materials (BoM) is being referred to here? Is the BoM for - the new systems to be implemented (DMS, CRM and BI) or - the DC/DR upgrade or - the DR for Portal and SAP (IM) | Bill of Materials preparation for all initiatives is required |
| 21 | 2.2.1.2.5 | Scope of Work | | preparation of Bill of Material as part of Consultant scope. What are the exact expectations from Consultant as the BoM is generally prepared by vendor. | Bill of Materials preparation for all initiatives is required |
| 23 | 2.2.1.4.7 | Scope of Work | "The consultant shall monitor quality of deliverables. The consultant shall assist OICL in getting the applications/solutions certified as per industry standards." | What specific certifications is OICL looking at? | Clause is self explanatory |
| 23 | 2.2.1.4.8 | Scope of Work | "The consultant shall prepare periodic reports on monitoring and evaluation of the project objectives and enforcement of SLA with successful Bidder" | Will measurement and monitoring the SLA parameters be in scope for the consultant or the selected SI or is the consultant expected to audit the measurement and monitoring process at periodic intervals? | Clause is self explanatory |
| 23 | 2.2.1.4.10 | Phase- IV Implementation on Support | " The consultant shall assist OICL in conducting the final UAT of the solutions." | Will the preparation of UAT test cases be in the consultants scope of work? | Preparation of Test cases will be a joint responsibility of Consultant, SI and OICL |

59

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|-----------------------------------|---|--|---|
| 23 | 2.2.1.4.10 | Phase- IV Implementation Support | The consultant shall assist OICL in conducting the final UAT of the solutions. | Is the consultant supposed to deploy the team for UAT execution? | Consultant is expected to monitor & manage the complete UAT process |
| 23 | 2.2.1.4.10 | Phase IV - Implementation Support | The consultant shall assist OICL in conducting the final UAT of the solutions. | Please clearly articulate the roles and responsibilities of IT Consultant & OICL in UAT ? | Consultant is expected to monitor & manage the complete UAT process |
| 23 | 2.2.1.4.10 | Phase- IV Implementation Support | | Is Consultant expected to participate in execution of UAT or just manage the UAT? | Consultant is expected to monitor & manage the complete UAT process |
| | | General | | What is existing support for document management functionality at OICL? | During technical discussion the matter may be discussed |
| | | General | | Which report generation tool is used currently to generate reports? How is the data fetched? | During technical discussion the matter may be discussed |
| | | General | | Is OICL facing any specific issues in existing IT Infrastructure at DC / DR? | During technical discussion the matter may be discussed |
| 19 | 2.2 | Scope of Work | | As per RFP, Consultants are expected to Prepare RFP, Bid process management and Provide implementation support for Implementation of security standard ISO 27001 & Formulation of BCP. Need more clarity on this point as the Consultant may have expertise in implementing security standard ISO 27001 and formulation of BCP on its own. | As per RFP Section 2.1, appointed consultancy firm providing consultancy to make proposals or tenders for OICL cannot participate as bidder in those respective bids. |
| 19 | 2.2 | Category 2 | Implementation of security standards ISO27001 in DC/DR and certification thereon | Consultant will be responsible for recommending the framework and policy and SI will be helping implement the practices and certification. Certification cost will be borne by OICL | Understanding is correct |
| 20 | 2.2.1.1 | Scope of Work | 6. Implementation of security standards ISO27001 in DC/DR and certification thereon | We understand that obtaining ISO 27001 certification is not part of the project scope. Please confirm. | Clause is self explanatory |
| | | General | | Is the consultant expected to prepare detailed FRS or requirements in the form of functional checklist for RFP? | Refer RFP Section 2.2.1.1 |
| | | General | | Is there any predetermined priority of execution of the mentioned projects? | Priority will be decided jointly between the consultant and OICL |
| | | General | | Are the RFP & Bid processes for different projects expected to run sequentially or in parallel? | Timelines for various projects will be decided jointly between the consultant and OICL |
| 19 | 2.2 | Category 2 | Revisit our existing IT Infrastructure at DC/DR for upgrades and maintenance | Please confirm if network components, provisioning & bandwidth for DC - DR is in scope | All components in DC/DR are in scope |

20 k. Bp Jh

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|--------------------------------------|---|--|---|
| 19 | 2.2 | Category 2 | DR solution for existing Portal and SAP (Investment System) applications | Would like to request more details on the SAP and Portal infrastructure for understanding the scope in depth | During technical discussion the matter may be discussed |
| 15 | 1.1.4 | Present IT Setup | List of Applications | Is the application inventory (with underlying technology components) available for reference? | During technical discussion the matter may be discussed |
| 9 | 1.1.6 | PORTAL for OICL | OICL's technology architecture vision for this Portal solution is on a "Service Oriented Architecture Model | What are the specific deliverables expected from IT consultant for EA? E.g. recommend the enterprise architecture etc. | During technical discussion the matter may be discussed |
| 19 | 2.2 | Category 1,2,3 | Develop budgetary cost estimation for each Application / Activity / Initiative | At what stage in the project is the budgetary estimate prepared? | The successful Bidder has to develop budgetary cost estimation for each Application / Activity / Initiative |
| 22 | 2.2.1.3.9 | Phase III - Bid Process Management | Assist OICL in execution of contract agreement with the successful Bidder (System Integrator/Implementing Vendor). | Assumption that OICL will have the legal team to draft the contract. Consultant will support the process | The successful Bidder has to draft legally tenable contract agreement. |
| 24 | 2.3.1 | List of Eligibility Criteria | Work orders or letter of completion to be submitted | Due to the nature of engagements Bidder requests that the clause to be amended as "Self attestation" as acceptable form of documents | Yes |
| 44 | 3.6 | Payment Terms & Schedule | Regular fixed payment of Rs. 25000/- per month to the successful Bidder would be provided which would be adjusted from the next payment milestone. The payment for the three category will be made as per the separate payment milestones | Will OICL be flexible to relook at the payment terms at a mutually agreeable basis. | As per terms of RFP |
| 23 | 2.2.1.4.4 | Phase IV - Implementation on Support | The consultant shall coordinate with all stakeholders for successful implementation of the projects. | Please confirm if OICL will have a dedicated team for the program. Also confirmation on the sign off authority: IT or business | During technical discussion the matter may be discussed |
| 23 | 2.2.1.4.5 | Phase IV - Implementation on Support | The consultant shall assist OICL in certifying the supply/delivery of hardware/equipment, their installation and integration as required, for each project as per the requirements and bill of material indicated in respective RFP document. | Consultant will be responsible for providing the hardware procurement plan and oversight. Actual procurement will happen between OICL and SI/OEM | Clause is self explanatory |

2. k. kps


Page Number RFP Section Section Head Stated in the RFP document Query / Suggestion OICL Response

| | | | | |
|----|-------------------------|---|--|--------------------------------|
| 49 | 3.24 Taxes and Duties | The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL. | The bidder seeks to propose that service tax shall be charged as per actuals. Any increase or decrease in taxes shall be passed on to OICL. | Service tax will be at actuals |
| 32 | 2.6.4 Firm Price | Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and should include all state and central taxes, viz. sales tax, service tax, excise & custom duties on the final finished outputs/services tendered for. Octroi and local levies, if any payable, should be paid by the bidder and will be reimbursed on production of original receipts. | The bidder seeks to propose that any increase or decrease in service tax, VAT should be to the account of the OICL. | Service tax will be at actuals |
| 46 | 3.13 Liquidated Damages | Subject to section § 3.15, if the bidder fails to deliver the requirements as specified in this RFP and complete the service within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract pursuant to section § 3.14. | Bidder seeks the following minor modification to this clause: Subject to section § 3.15, if the bidder fails to deliver the requirements as specified in this RFP and complete the service within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the contract price. Once the maximum is reached, OICL may consider termination of the contract pursuant to section § 3.14. | As per RFP |

Handwritten signature and initials

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|----------------------------|-----------------------------|--|--|---------------|
| 46 | 3.14 | Termination for Default | OICL may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part: i. If the bidder fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by OICL pursuant to section §§ 3.12, OR ii. If the bidder fails to perform any other obligation(s) under the contract | The Bidder seeks to propose that a cure period of 30 days should be provided to the Bidder to rectify the defects. If the Bidder fails to rectify the defects within the cure period then the client shall have a right to terminate the contract. | As per RFP |
| 47 | 3.17 | Termination for Convenience | OICL may by written notice sent to the bidder, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for OICL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. | The Bidder seeks to propose that a notice period of not less than 30 days in the event of termination for convenience. Further the OICL shall be liable to pay the Bidder for all the services rendered upto the effective date of termination, demobilization out of pocket costs, deferred margins including any other costs. | As per RFP |
| NA | Additional clause proposed | Limitation of Liability | NA | The Bidder seeks for inclusion of an overall liability cap for this project in line with the standard market practices as stated below: The sole liability of the Bidder and any of its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, Deliverables or Services covered by this Agreement, shall in no event in the aggregate exceed the fees and expenses received by the Bidder during the 12 months immediately preceding the date of the claim under this Agreement with respect to the work involved under the applicable Appendix. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within six (6) months after the cause of action arose. | No change |

Q. No. 2 - As per RFP

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|---------------------|--|---|---|
| 15 | 1.1.4 | Present IT Setup | The INLIAS application serves the entire business requirements of the OICL. Its scope covers from underwriting, accounting, claims processing, report generation and reinsurance requirements. | How many application servers have been deployed for INLIAS | During technical discussion the matter may be discussed |
| 15 | 1.1.4 | Present IT Setup | To bring uniformity, security and centralized access OICL has adopted an integrated non-life insurance application software, named INLIAS | As per our understanding, the document management system will be integrated with only INLIAS. Please confirm if our understanding is correct. | During technical discussion the matter may be discussed |
| 15 | 1.1.5 | INLIAS Architecture | The oracle application server suite was used to serve client interface and reporting requirements | Any specific name, version of the server suite? Is the BI solution expected to interface with this existing suite? | During technical discussion the matter may be discussed |
| 15 | 1.1.5 | INLIAS Architecture | The oracle 10g database is hosted on a high-end SUN SPARC server | Which series of Oracle SUN SPARC servers are commissioned | During technical discussion the matter may be discussed |
| 19 | 2.2 | Scope of work | OICL views on the activities and the scope of work for successful Bidder(s) is mentioned briefly below. Whilst the scope is not limited to this, it is expected that the Bidder prepares a document which build on the same and present their competencies in these areas. The following list is indicative of the services required and the Bidder will be expected to include these and other related and necessary activities in their final proposal. The role of the consultant should be advisory and recommendatory and final authority and responsibility will be with OICL only. OICL has planned to implement following IT projects with the help of competent and capable consultant(s): Category I: 1. Enterprise Content Management (Document Management System) 2. Customer Relationship Management System (CRM) 3. Data warehousing (DW) and Business Intelligence (BI) Category II: 4. Revisit our existing IT Infrastructure at DC/DR for upgrades and maintenance 5. DR solution for existing Portal and SAP (Investment System) applications | 1) Can the scope of work include more project categories than already specified for which consultancy services are being sought? 2) In addition to the services expected of the consultant, that could be the nature of further services which have not been incorporated as of now in the RFP | As per RFP |

8. 21. 10. 11

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------------|---|---|--|---|
| 19 | 2.2 | Scope of work | Category II: 4. Revisit our existing IT Infrastructure at DC/DR for upgrades and maintenance 5. DR solution for existing Portal and SAP (Investment System) applications 6. Implementation of security standards ISO27001 in DC/DR and certification thereon | point 5) Does the Existing portal here refer to the web-portal launched in 2009 for customers or is this a separate web portal. point 6) For the purpose of ISO270001 certification, will OICL hire the external certification agency or will Consultant be required to hire the same on OICL's behalf? When does OICL intend to go for ISO27001 certification (Year 1, Year 2 or Year 3). Also, the certification has to be a onetime certification or needs to be revalidated by external agency for next three years? | 5) We have only one Web Portal 6) Refer reply Point 16 |
| 20 | 2.2 | Scope of work | The primary responsibility of the consultant will be to assist OICL in planning and managing the implementation of the Systems in accordance with the envisaged framework in OICL proposals approved by Competent Authority of OICL. | Which framework is being referred to in the proposal document? | Clause is self explanatory |
| 20 | 2.2.1.1.2 | Scope of Work | "Change Management - The consultant will also recommend the appropriate change management strategy and communication plan, including training needs of the departmental functionaries." | Will the execution of change management strategy be in the consultants scope of work? | As per RFP |
| 20 | 2.2.1.1.2 | Phase I - Finalization of requirement proposals | Change Management - The consultant will also recommend the appropriate change management strategy and communication plan, including training needs of the departmental functionaries. | By training need, are we expected to prepare training modules and impart training or recommend the external trainings that will be required by OICL staff | |
| 69 | Para 3 of Sec 5.3 | Contract form | The Service Level Agreement | Request Oriental Insurance management to share the Service Level agreement copy | As per RFP |
| 19 | 2.2 | Scope of work | Enterprise Content Management (Document Management) | How are the documents associated with existing policies managed and stored? Are they stored in an e-format and would be migrated to the new system? Will the documents related to previous policies also need to be scanned and uploaded in the new Document management system? What are the timelines for this project? As described in section 2.7.9.1, we understand that qualified bidders would be given time to understand OICL requirements, before submission of technical & commercial bids. | During technical discussion the matter may be discussed |

9/22/12
 K. S. Singh

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|------------------------|---|--|---|
| 19 | 2.2 | Scope of work | Customer relationship management (CRM) | The CRM system is expected to be used for which business requirements e.g. new client leads, etc Does the new CRM system need to be integrated with existing INLIAS system? What are the timelines for this project? As described in section 2.7.9.1, we understand that qualified bidders would be given time to understand OICL requirements, before submission of technical & commercial bids. | During technical discussion the matter may be discussed |
| 19 | 2.2 | Scope of work | Data warehousing (DW) and Business Intelligence (BI) | What are the envisaged expectations from the DW and BI solution? Please share examples of expected reporting from the solution. What are the timelines for this project? As described in section 2.7.9.1, we understand that qualified bidders would be given time to understand OICL requirements, before submission of technical & commercial bids. | During technical discussion the matter may be discussed |
| 19 | 2.2 | Scope of work | SAP (Investment Management) | Can you please share the architecture/servers for the existing SAP (Investment Management) application. What are the timelines for this project? As described in section 2.7.9.1, we understand that qualified bidders would be given time to understand OICL requirements, before submission of technical & commercial bids. | During technical discussion the matter may be discussed |
| 38 | 2.7.9.3 | Technical Evaluation | Criteria | Please share the details on Corporate Health , Experience etc. | As per RFP |
| 20 | 2.2 | Scope of Work | 36 months | Please share the envisaged phase wise timelines for Category I, II and III. | During technical discussion the matter may be discussed |
| 37 | 2.7.9.1 | Instruction to bidders | Eligible bidders may submit their Pre-Qualification Bid as described in the RFP. The bidders shall be shortlisted based on the Pre-Qualification criteria. The bidders shall be advised in due course about the result of Pre-Qualification. Only those bidders who fulfil the Pre-Qualification criteria shall be qualified and invited to submit technical bid and commercial bid. Such shortlisted bidders shall be given time to understand OICL's requirements before submitting their Technical and Commercial Bids. Collecting information about OICL's requirement will be the responsibility of the bidders. | As described in section 2.7.9.1, we understand that qualified bidders would be given time to understand OICL requirements, before submission of technical & commercial bids. Please advise on the time to be given to qualified bidders for this process. Further, we understand that in this period, we would be allowed to have high level discussions with OICL stakeholders, to better understand the overall requirements. | As per RFP |
| 19 | 2.2 | Scope of Work | Understand Broad level business requirement of OICL | Do the business requirements need to be understood for the entire business or only for requirements related to the systems mentioned? | Clause is self explanatory |

Signature and Stamp

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|---------------|--|---|---|
| 19 | 2.2 | Scope of Work | The consultant shall assist OICL in preparing a comprehensive and cohesive IT roadmap with specific milestones and timelines | Does the IT Roadmap need to be prepared as a deployment plan for the planned initiatives (which are mentioned in Scope of work in the RFP, across categories I, II and III), or does the consultant need to look into the Business & suggest an overall IT Strategy which includes IT Applications, Infrastructure & Governance? | As per RFP |
| 19 | 2.2 | Scope of Work | 6. Implementation of security standards ISO27001 in DC/DR and certification thereon | Would there be a joint team of OICL working with the bidder to implement ISO 27001? Post submission of all ISO 27001 deliverables, is the consultant also expected to provide handholding assistance in reviewing compliance. If yes, then for how long? Is it for 36 months i.e. 3 years? | As per RFP |
| 20 | 2.2 | Scope of Work | The consultant will be required to assist in implementation of the above initiatives within 36 months from the time of engagement. | Will the bidder be liable for non-completion of the IT projects by the selected vendors within the 36 months timeline? | As per RFP |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | What are the number of departments and stakeholders that would be needed to be met during the study for collation of EDW and BI requirements? | During technical discussion the matter may be discussed |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | Is existing reports of the bank MIS, and other reports part of the scope for the implementation of EDW? In yes, can OICL provide the existing number of reports for the same? | During technical discussion the matter may be discussed |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | What are the number of source systems which would be data sources for the EDW? | During technical discussion the matter may be discussed |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | Is conceptual architecture preparation part of the study? | As per RFP |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | What are the different areas covered under the scope of BI and EDW? Eg: Data warehouse; Operational data store; Metadata management; Master Data Management; Data Quality; Analytics - Statistical Analytics, Predictive Analytics, Forecasting; Reporting and Dashboard - OLAP, BI Reports, Operational Reports, Multi-dimensional reports. | During technical discussion the matter may be discussed |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | Is there a timeline defined for the initial study of EDW & BI? | During technical discussion the matter may be discussed |
| 20 | 2.2.1.1 | Scope of Work | Phase I - Finalization of requirement proposals | Is there any expectation of the number of people during the support phase of the project for EDW and BI for the implementation? | During technical discussion the matter may be discussed |

S. M. 2016. RFP Br

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|--|--|---|---|
| 20 | 2.2.1.1 | Scope of Work | 7. Formulation of Business Continuity Plan (BCP) for the Company | Is the BCP restricted to DC and DR sites? Please confirm. Else, is it for all functions? | As per RFP |
| 21 | 2.2.1.2 | Scope of Work | Phase I - Finalization of requirement proposals | Does RFP Preparation for implementation include creation of Evaluation Matrix and weightage for scoring of tools and vendors? | As per RFP |
| 22 | 2.2.1.3 | "Phase III - Bid Process Management" | Assist OICL in the techno-commercial evaluation exercise | Is there an expectation to conduct vendor site visits during the evaluation? | During technical discussion the matter may be discussed |
| 23 | 2.2.1.4.7 | Phase-IV Implementation Support | The consultant shall monitor quality of deliverables. The consultant shall assist OICL in getting the applications/solutions certified as per industry standards. The consultant shall assist OICL in getting the applications/solutions complied with the regulatory requirements. | What is the envisaged role of the consultant in getting the applications/solutions certified? | As per RFP |
| 24 | 2.3.1 | List of Eligibility criteria | The Bidder should have undertaken at least One(1) projects (out of the three projects listed below) involving RFP preparation, bid process management, vendor selection, program / project management and implementation support for IT project. 1. Enterprise Content Management (Document Management System) 2. Customer Relationship Management System (CRM) 3. Data warehousing (DW) and Business Intelligence (BI) Projects. | Is it necessary to have end to end experience or the required experience can be shown in more than one (1) organization? | As per RFP |
| 37 | 2.7.9.3 | "Technical Evaluation - Corporate Health, Technical Competency and experience, Project understanding & Approach" | Corporate Health - 15 marks | What are the various criteria on which scoring will be done for Corporate Health? Are there any weightages for the information sought in Section 5.6: Bidder's Profile? | As per RFP |

Signature
Date
for RFP

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|--|--|---|---|
| 21 | 2.7.9.3 | "Technical Evaluation – Corporate Health, Technical Competency and experience, Project understanding & Approach" | Experience - 30 marks | What are the various criteria on which scoring will be done for Experience? Are there any weightage for the information sought under these sections: 5.7 Major Related Activities carried out in last Two years & their %age in revenue 5.8 List of Bidder's Major Clients 5.9 Reference form for Information technology Consultancy | As per RFP |
| 41 | 2.9 | Publicity | Any publicity by the bidder in which the name of OICL is to be used, should be done only with the explicit written permission from OICL. | Will the bidder be given a one time approval to refer to this engagement for client citation purposes? | As per RFP |
| 43 | 3.4 | Patent Rights | The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR). | The Bidder seeks the following minor modification to this clause: The Bidder shall indemnify the Purchaser against all third party claims of infringement of copyright or tradeseecrets arising from the use of the service or any part thereof including Intellectual Property Rights (IPR). | The clause revised as "The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, tradeseecrets or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR)." |
| 43 | 3.4 | Patent Rights | The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR). | We request inclusion of the following: "All indemnities shall be enforced in an objective and transparent manner and shall be subject to a) final judicial/arbitral determination, and b) the limitation of liability clause. It should expressly exclude indirect losses and damages. Further, Consultants shall only be liable for IPR claims solely attributable to Consultants. Client shall notify Consultants in writing of any claim which may give rise to a claim for indemnification and shall co-operate with all reasonable requests of Consultants in defending or settling such claim. Further, we should not be expected to indemnify against claims covering alleged infringements caused by modifications to the work performed by Consultants that are not made by Consultants or that result from Client or third party provided designs, specifications or other information or from combination of such work with products or services not provided by Consultants". | |

S. V. ... k. ...

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|---|---|--|---------------|
| 44 | 3.6 | Payment terms and schedule | Category I projects | proposes to have following payment milestones instead of the ones mentioned: Award of work - 15% RFP Approval - 15% On Finalization of successful bidder - 20% Go Live date of the initiative - 30% Completion of 12 months period of performance - 20% | As per RFP |
| 47 | 3.17 | "Termination for Convenience" | OICL may by written notice sent to the bidder, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for OICL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. | Since both parties should have a right to terminate the contract, is it acceptable if the bidder's proposal includes the termination clauses stating the bidder's right to terminate the contract? | As per RFP |
| 49 | 3.25 | No Claim Certificate | The bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the bidder after he shall have signed a "No Claim" certificate in favour of OICL in such forms as shall be required by OICL after the works are finally accepted. | We request OICL to note that Section 73 of the Indian Contract Act provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach. Additionally, further, our position on this point reflects the risk/reward balance which is no different from the local industry practice being followed today by other advisors operating in similar space. Hence, given that this clause is contrary to applicable law, we suggest that such a requirement be omitted. | As per RFP |
| 51 | 3.29 | "Cancellation of the contract & compensation" | 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. | Will it be possible to restrict the right to recover dues payable to this contract only? It is preferred that this contract is clearly separated from other contracts of the bidder with the client. | As per RFP |
| 59 | 4.1.7.1 | Proposed Team Structure | The Bidder should submit organisational structures proposed for these projects along with plan for retainer-ship. | What are the details expected from the bidder in the plan for retainer-ship? | As per RFP |

89.12.2012
2-6
RFP by

| Page Number | RFP Section | Section Head | Stated in the RFP document | Query / Suggestion | OICL Response |
|-------------|-------------|------------------------------|---|--|--|
| 66 | 4.2.4.1 | Commercial quotation | The bidder should provide total cost per each project as required in the RFP by using the format | The 7 line items for which cost has been sought does not include IT Strategy, whereas IT Strategy is mentioned as part of the scope. How should consultants indicate the IT Strategy cost in the Bill of material? | As per RFP |
| 71 | 5.4 | Proforma for Bank Guarantee | "We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal." | We request inclusion of the following clause: "The entire and collective liability of the Consultant arising out of or relating to this engagement, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort or otherwise, shall in no event exceed the total professional fees paid to the Consultant under this engagement. The Consultant shall not be liable or responsible for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever." | As per RFP |
| 30 | 2.6.2.7 | Documents comprising the bid | The bid security of Rupees Five lakhs (Rs. 5,00,000) in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in proforma provided at section §5.4 in the tender documents and should be valid for 45 days beyond the validity of the bid. | clarify on which format to be used for the Bank Guarantee to be submitted as part of the qualification proposal. | The para revised as "The bid security of Rupees Five lakhs (Rs. 5,00,000) in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in proforma provided at section §5.5 in the tender documents and should be valid for 45 days beyond the validity of the bid." |

8/12/12 - R. S. P. /