

S.no	Page No.	Section No.	RFP Clause	Bidder's Remarks	OICL Reply
1	12	1.4 Schedule of Events	Rs.5,00,000/-(Rupees Five Lakh Only) in form of Bank Guarantee with 180 Days validity from the last date of submission of the Bid. This shall not carry any interest.	Please change the Bid Security Amount to 3,00,000 "Rs.3,00,000/-(Rupees Three Lakh Only) in form of Bank Guarantee with 180 Days validity from the last date of submission of the Bid. This shall not carry any interest."	As per the Terms and conditions of the RFP
2	24	3.7 General Condition	The aggregate liability of Bidders to OICL under the Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to Bidders hereunder. The preceding limitation shall not apply to liability arising as a result of Bidder's fraud or willful misconduct in performance of the services hereunder.	We request OICL to limit all the liabilities to the fees payable to the bidder	As per the Terms and conditions of the RFP
3	25	4.6 Change Orders	OICL may at any time, by a written order given to the bidder to make changes within the general scope of the contract in the service to be provided by the bidder.	Bidder assume that OICL will allow to change the commercial if OICL change the scope after commercial submission	As per the Terms and conditions of the RFP
4	26	4.9 Termination for Default	In the event OICL terminates the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the bidder shall be liable to OICL for any excess costs for such similar services. However, the bidder shall continue performance of the contract to the extent not terminated.	Bidder request OICL to put a cap on the excess cost which OICL may demand in case of termination "In the event OICL terminates the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the bidder shall be liable to OICL for any excess costs for such similar services which are cap to 0.1% of the fee for the specific assignment . However, the bidder shall continue performance of the contract to the extent not terminated."	As per the Terms and conditions of the RFP
5	27	4.12 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. In such termination OICL shall pay to the bidder a mutually agreed amount for partially completed services by the bidder.	Bidder request a 45 days notice period in case of termination	As per the Terms and conditions of the RFP

6	29	4.20 Cancellation of the contract & compensation	<p>The Company reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company 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>1) Bidder request to define the term unsatisfactory as the term unsatisfactory is vague</p> <p>2) Bidder request that the recovery should be limited to the cost of the project only and should not be linked to any other pending bills</p>	As per the Terms and conditions of the RFP
7	23	3.6.4 Performance Security	<p>Within 15 days of the receipt of Notification of Empanelment from OICL, the bidder shall furnish Rs.10,00,000/- (Rupees Ten Lakhs Only) in the form of irrevocable Bank Guarantee / DD issued by Nationalised/Scheduled Bank towards performance security in accordance with the conditions of contract, as per proforma prescribed in section 5.3.</p>	<p>We request OICL to reduce the Performance security amount to 5,00,000</p>	As per the Terms and conditions of the RFP
8	21	3.5 Evaluation of Bids Technical Evaluation Criteria	<p>1. Corporate Health: 15 marks</p> <p>2. Experience: 40 marks</p> <p>3. Understanding & Compliance with requirement: 10 marks</p> <p>4. Team Structure, Qualifications and Competence- 20 marks</p> <p>5. Technical Presentation by Bidders- 15 marks</p>	<p>We request OICL to please define the supporting documents required against each of the technical evaluation criteria stated.</p>	<p>It is Clarified that following document required for technical Evaluation:</p> <p>1-As per RFP Clause 1.5 Eligibility Criteria S No 2-Copy of the audited profit and loss account/ balance sheet/ annual report of the last financial year</p> <p>2 -As per RFP Clause 1.5 Eligibility Criteria S No3-Copy of contract agreements/Work Orders/ engagement letters/credential letters issued by the clients confirming year and Area of activity</p> <p>3-Bidder's own Format on Bidder's Letter Head</p> <p>4-Bidder's own Format on Bidder's Letter Head</p>
9	44	Annexure 11: Non-Disclosure Agreement	<p>Upon termination fo this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapale of return.</p>	<p>Our understanding is that we shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned in the RFP. Please confirm</p>	As per the Terms and conditions of the RFP
10	47	Annexure 11: Non-Disclosure Agreement	<p>Pt.9: Indemnity</p>	<p>Request you to please cap the Indemnity at one time the fees paid to the Consultant</p>	As per the Terms and conditions of the RFP