

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

OIL’s response to the queries of Pre-Bid Conference held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’					
1. M/s. PwC					
Sl. Nos.	Page number of tender document / Scope of Work	Clause number	Clause Description	Clarification Sought/Query	OIL’s responses
1	-	-	Bid End Date/Time-31-07-2024 14:00:00	We request you to kindly provide sufficient time to the bidders for preparation of quality proposals and for internal approvals, post issuance of response to the pre-bid queries/ corrigendum. Therefore, we request you to kindly provide two (2) weeks time for the bid submission from the date of publication of the pre-bid queries and corrigenda.	Sufficient time shall be provided post issuance of the pre-bid queries. Has been clarified in the Pre-Bid meeting.
2	2	1.0, S. No. (xiv)	Location of job (OIL FHQ, Duliajan, Assam under OIL’s Security Department.)	The deployed resources will be on-site for the entire duration of the contract or the Bidder can propose hybrid deployment model (onsite & offsite), as indicated in the GEM Bid Document, which specifies options for Offsite, Onsite, and Hybrid (as outlined	Phase 1 – On site Phase 2 – Hybrid (If OIL desires, Consultant shall be present in person) Phase 3 – Onsite Phase 4 - Onsite

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				in the scope of work). Kindly confirm.	
3	2	1.0, S. No. (xiv)	Location of job (OIL FHQ, Duliajan, Assam under OIL’s Security Department.)	We understand that the scope of work for all four phases, including ICCC shall be limited to Oil FHQ in Duliajan.	ICCC and major works will be at OIL, FHQ Duliajan, however, there will be 12 no.s drilling locations away from Duliajan.
4	2	1.0, S. No. (xviii)	Pre-Bid conference- Tentative Dates: 24.07.2024 Location: Duliajan, Assam	There is a discrepancy regarding the pre-bid date for the tender . The bid documents state it as 24th July 2024, whereas the GEM portal indicates it is 22nd Jul 2024. Kindly confirm the correct pre-bid date and time. Additionally, kindly share the VC meeting link for joining the pre-bid meeting	Corrigendum had already been issued and accordingly Pre-Bid was held on 22.07.2024.
5	22	Notes to BE Clause No. 3.1 above: S. No (i)	At least One (01) Contract of value equal to or more than ₹ 34,00,700.00 (Rupees Thirty-Four Lakh Seven Hundred.)	Considering the nature of the project which involves integrated security solution for the Critical Infrastructure Protection (CIP). We request to modify the clause as below: At least One (01) Contract of value equal to or more than 1 Crore INR	No Change
6	23	Notes to BE Clause No. 3.1 above: S. No (A)	SIMILAR WORK’ mentioned above means “Providing of consultancy/designing	We understand that the term "Night vision" in the context of CCTV surveillance systems refers to Day/Night Cameras,	Night vision means infrared vision, however with night illuminations, camera vision shall have clear vision with colours.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

			services for Integrated CCTV Security Surveillance system with server architecture & monitoring solutions with integration of Night vision & Artificial Intelligence /video analytics.”	which may have internal or external infrared (IR) capabilities, Kindly confirm	
7	23	Notes to BE Clause No. 3.1 above: S. No (B)	Job Completion Certificate showing: (i) Gross value of job/quantity done (ii) Nature of job done and Work Order No. / Contract No. (iii) Contract period and date of completion	Since most clients issue job completion certificates in their own formats , it is challenging for us to obtain these certificates from various clients in the RFP-specified format within a short timeframe. Therefore, we request that you accept a CA certificate with a UDIN number from the bidder as a substitute for the job completion certificate.	Clarified in the Pre-Bid meeting. Document to be submitted as per the existing PQC/BEC-BRC of the tender.
8	24	FINANCIAL CRITERIA (Clause 4.1)	Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least ₹ 20,40,400.00 (Rupees Twenty Lakh	The project includes various components, such as CCTV and related installations, networking, cybersecurity, AI/ML, data and video analytics, an Integrated Command & Control Center (ICCC), and the associated SOPs and Concept of Operations. Due to the project's critical nature, it is	No Change

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

			Forty Thousand Four Hundred) only	crucial to engage a proficient firm, since smaller consulting firms typically lack such experience. Considering the estimated project value and the specialized skills required for its execution, we propose increasing the Average Annual Turnover requirement to 50 Cr. INR.	
9	26	Section 5.0 COMMERCIAL EVALUATION CRITERIA, Clause 5.5 EMD/Bid Security:	Exemption from submission of bid security shall be as per the provision of GeM GTC.	As per the General Terms and Conditions on GeM 4.0 (Version 1.15) dt 11th June 2024 and (Version 1.16) dt 17th July 2024, EMD exempted for Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s). Kindly provide the clarification on this.	Clarified in the Pre-Bid meeting. Kindly refer to Clause No. 10.0 of ITB of the subject tender
10	29	6.1 TECHNICAL CRITERIA (S. No. II)	Criteria: Within one year from the Original Bid Closing Date (OBCD): This period covers the first 12 months reckoned from the OBCD.	With respect to the RFP Clause 3.3, sub-clause F (S. No. a & b), We understand that if an ongoing project meets the similar project criteria specified in the tender document, it will be considered under the "Within one year from the OBCD" for technical evaluation.	Clarified in the Pre-Bid meeting. Shall deliver and issue amendment if needed.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

11	29	6.1 TECHNICAL CRITERIA (S. No. II)	Criteria: Within one year from the Original Bid Closing Date (OBCD): This period covers the first 12 months reckoned from the OBCD.	If the aforementioned request is not acceptable, we kindly ask you to consider the following alternative request. The project involves various components such as CCTV and related installations, networking, cybersecurity, AI/ML, data and video analytics, an Integrated Command & Control Center (ICCC), and the associated SOPs and Concept of Operations. A firm which has an extensive experience in such consultancy task including designing & PMU of at least 3 years can perform the task in an efficient and better way. The project is critical in nature and a competent firm should be invited. Hence, we request to increase the years of experience to three, five and seven years respectively.	No change
12	29	6.1 TECHNICAL CRITERIA (S. No. II)	Bidder should have experience of successfully completing at least one Contract in ‘Providing of consultancy/designing services for Integrated CCTV Security	Considering the nature of the project which involves integrated security solution for the Critical Infrastructure Protection (CIP). We request to modify the clause as below: (i) At least One (01) Contract of value equal to or more than 1 Crore INR	No change

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

		<p>Surveillance system with server architecture & monitoring solutions with integration of Night vision & Artificial Intelligence /video analytics.’ during last 07 years reckoned from the original bid closing date (OBCD) in Central Government / State Government Organization / PSUs / Nationalized Banks/ Public Limited Company of India in either of the following: [40 Marks (Max)] :</p> <p>(i) At least One (01) Contract of value equal to or more than ₹ 34,00,700.00 (Rupees Thirty- Four Lakh Seven Hundred.)</p> <p>OR</p> <p>(ii) At least one contract having the scope of minimum 200 outdoor CCTV Cameras with Integrated CCTV</p>	<p>OR</p> <p>(ii) At least one contract having the scope of minimum 500 outdoor IP CCTV Cameras with Integrated CCTV Surveillance Control Room and Video Analytics.</p>	
--	--	--	---	--

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

			Surveillance Control Room.		
13	34	Experience of Technical Expert (Engineer Graduate)	Experience of the Technical Expert in the following: (a) Minimum 05 (Five) years in designing & commissioning of Integrated CCTV system (b) Experience in Video Analytics/Artificial Intelligence with Behavioral analytics (c) Experience in Cyber Security (d) Security Experience in ANPR	Since CCTV/Video surveillance and cybersecurity are distinct competencies that require different skill sets, we recommend requesting separate profiles specifically for cybersecurity to ensure a high-quality outcome with a right skilled resource.	No change. The requirement has already been clarified in the Pre-Bid meeting.
14	35	Experience of Technical Expert (Engineer Graduate):	(a) Minimum 05 (Five) years in designing & commissioning of Integrated CCTV system b) Experience in Video Analytics/Artificial Intelligence with	We understand that the term "Security Experience in ANPR" within the context of CCTV surveillance systems pertains to the technical expert experience in the projects that include ANPR as a component. Kindly confirm.	No change. The requirement has already been clarified in the Pre-Bid meeting.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

			Behavioral analytics (c) Experience in Cyber Security (d) Security Experience in ANPR		
15	35	Experience of Technical Expert (Engineer Graduate):	(a) Minimum 05 (Five) years in designing & commissioning of Integrated CCTV system b) Experience in Video Analytics/Artificial Intelligence with Behavioral analytics (c) Experience in Cyber Security (d) Security Experience in ANPR	Since CCTV/Video surveillance and cybersecurity are distinct competencies that require different skill sets, we recommend requesting separate profiles specifically for cybersecurity to ensure a high-quality outcome with a right skilled resource.	No change. The requirement has already been clarified in the Pre-Bid meeting.
16	35	Note to Clause No. IV ‘COMPOSITION OF TEAM’ of 6.1 above:	Documents in support of experience / expertise of Technical Team members must be certified by the organization / institution where the activities were carried out and must be submitted along with the technical bid.	Since organizations typically only provide experience certificates indicating the number of years of experience for their employees, it will be challenging for all bidders/resources to obtain detailed certifications from their respective organizations/institutions. We kindly request an amendment to this clause as follows: Documents in support of experience / expertise of Technical Team members must be certified by the	Shall deliver and issue amendment if needed.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				<p>current organization / institution where the activities were carried out during the period of association with the current organization. Additionally a self-declaration by the respective proposed resource, detailing their overall experience and expertise prior to joining the current organization, must be submitted along with the technical bid</p>	
17	55	Clause 14	Wide insurance procurement obligations	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	<p>GCC (Section-I to STC of the tender) Insurance clause sl.no I, II, and VI will be applicable.</p>
18	60	Clause 16 (a) & (b)	Limitation of Liability	<p>Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation</p>	<p>No Change</p>

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				of liability ineffective and make the liability unlimited.	
19	61	Clause 20.1	Indemnities for death and bodily injury	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	No Change
20	61	Clause 19	Risk Purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	No Change
21	63	Clause 25	Widely worded audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements.	Accepted

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				Please acknowledge that our audit related obligations will be subject to foregoing statement.	
22	67	Clause 30	Times is of essence and LDs for delay	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.	No Change
23	67	Clause 30	LDs capped at more 7.5%	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No Change

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

24	74	Clause 42	Non-independent arbitrator in case claim amount is above 25 lakhs up to 25 crores	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	No Change
25	79	Clause 44	Termination	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No Change
26	79	Clause 44.9	Termination	We request client to delete this ground for termination as it is unreasonable and	No Change

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				there are several remedies in contract and law available to the client for such breach.	
27	84	3.1 Timeframe of the Project	Timeframe of the Project	We understand that, according to the scope of work outlined in the RFP, the Consultant is responsible for preparing, publishing, and evaluating a single RFP for the entire solution. Kindly confirm.	No Change. Has been clarified in the Pre-Bid meeting.
28	84	3.1 Timeframe of the Project	Timeframe of the Project	We request to please specify the timeline for acceptance/ review of the deliverables by the respective stakeholders at Oil India.	Deliverable shall be submitted 20 days prior to the timeline completion for OIL’s review & approval. Any changes shall be done within the timeline only.
29	84	3.1 Timeframe of the Project	Liquidated Damages (LD)	We kindly request confirmation on whether there are any additional penalty clauses apart from the one mentioned in section 3.1, page 84 of the RFP	Please be guided by the Clauses of the subject tender.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

30	88	10	PAYMENT TERMS, Clause (A)	<p>In the initial two phases, namely Phase I and Phase II, the primary responsibilities lie with the Consultant and the Client to complete the activities and deliverables mentioned in the scope of work. However, the Phase III and Phase IV milestone is dependent on external factors beyond the bidder's control. We kindly request an amendment to the payment terms as per the following suggestions: Option 1:</p> <p>a. Payment for Phase I and II will be made upon the completion of deliverables.</p> <p>b. Payment for Phase III and IV will be based on a Time & Material basis. Bidders shall provide their quotes according to the timelines specified in the RFP.</p> <p>Option 2:</p> <p>a. Payment for all four phases (Phase I, II, III, and IV) will be on a Time & Material basis. Bidders shall provide their quotes according to the timelines specified in the RFP</p>	No change
----	----	----	------------------------------	--	-----------

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

31	-	-	General	The GeM bidding document states that the terms of RFP shall prevail over GTCs of GeM. Please confirm if any aspect of GeM GTC are applicable. We understand GeM is only used for submission purpose, Kindly Confirm	Has been clarified in the Pre-Bid meeting. Please be guided by the terms and conditions of the subject tender.
32	-	New Clause Added	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Till the Contract period as mentioned in the tender. However, Performance Security shall be valid till 03 months beyond the Contract period. The terms and conditions of the subject tender shall prevail
33	-	New Clause Added	No third-party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Not Acceptable. Please be guided by the subject Clauses of the tender.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

34	-	New Clause Added	Acceptance	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: <i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p>	Not Acceptable.
----	---	------------------	------------	---	-----------------

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

35	-	New Clause Added	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	NDA is to be furnished by the bidders along with their bid. Amendment shall be issued in this regard.
36	-	New Clause Added	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	Not Acceptable.

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

37	-	New Clause Added	Process for indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (I) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and</p>	Not Acceptable.
----	---	------------------	-----------------------	---	-----------------

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				<p>expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall</p>	
--	--	--	--	--	--

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
38	-	New Clause Added	Cancellation	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this	No Change

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

				scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	
39	-	New Clause Added	Not sole and exclusive remedy	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Not Acceptable.
40	-	New Clause Added	Not limited to solely our fault	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Please refer to relevant terms and conditions of the subject tender.

2. M/s. MIPL				
Page number of tender document / Scope of Work	Clause number	Clause Description	Clarification Sought/Query	OIL's responses
1	PQC Document,	The bidder must have minimum CMMI Level 3 certification. Relevant	CMM certification should not be made compulsory. CMM certification is	Shall deliver and issue amendment if necessary

Minutes of Pre-Bid Meeting held on 22nd July,2024 against GeM Tender No. GEM/2024/B/5148346 for ‘Hiring of Consultancy Services for CCTV Security Surveillance System for a period of 18 (Eighteen) months.’

	clause no 3.2, page no 2	copies of the respective certificate must be furnished by the bidder along with the technical bid so as to establish the aforesaid experience.	applicable to companies undertaking software development activities and hence is not relevant for consulting companies.	
2	PQC Document, clause no 6.1 (III)	Technical criteria of CMM level certifications of the bidder	Please remove CMM certification criteria	Shall deliver and issue amendment if necessary
3	Payment Terms document, Page No 1, Phase-IV milestone - % of the total contract value	Phase-IV: Commissioning Report: This amount shall be released only when the desired result, for which the design was made by the consultant, is obtained - 25% payment of the total contract value	25% payment term against achievement of milestone Phase-IV should be reduced to 10%	No Change