

Request for Proposal (RFP) for Selection of System Integrator for Operation & Maintenance Support and App Modernization of Odisha Birth and Death Registration System (OBDRS)

RFP Ref. No.: OCAC-SEGP-INFRA-0035-2022-23032

Corrigendum

SL#	Clause No	Existing Clause	Revised Clause
	4.4.5 Point b Page 15	EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.	EMD of all unsuccessful bidders would be refunded by OCAC within 45 days or within 10 days after award of work to successful bidder, whichever is earlier. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
1.	4.4.5 Point e (second bullet point) Page 15	In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.	In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP along with the mutually agreed deviations / changes to the RFP terms, if any.
2.	5.1 Point b Page - 23	5.1 Pre-qualification criteria - Document/ Information to be submitted with proposal Point – b - System Integration Experience : Work orders confirming year and area of activity along with certificate from Statutory Authority to this effect.	5.1 Pre-qualification criteria - Document/ Information to be submitted with proposal Point – b - System Integration Experience : Any documentary evidence which shows the Firm/ Company is in the Information Technology(IT) business as System Integrator for at least five (5) financial years as on 31st March 2022. Qualification criteria remain unchanged
3.	5.1 Point c Page - 23	5.1 Pre-qualification criteria - Point – c - Sales Turnover in System Integration : Average Annual Sales Turnover generated from services relating to System Integration during the last three financial	5.1 Pre-qualification criteria - Document/ Information to be submitted with the proposal Point – c - Sales Turnover in System Integration : Average Annual Sales Turnover generated from services relating to System Integration/IT/ITeS during the last three

		<p>years ending on 31.03.2022 (as per the last published Balance sheets), should be at least ₹215 Crores</p> <p>This turnover should be on account of ICT Systems Development and Implementation (i.e., revenue should be on account of System Integration/Turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only.</p> <p><u>Document/ Information to be submitted with proposal</u></p> <p>-Copy of the audited Balance sheet and Profit & Loss account. -Statutory Auditor's Certificate</p>	<p>financial years ending on 31.03.2023 (as per the last published Balance sheets), should be at least ₹215 Crores. However, for local MSMEs the Average Annual Sales Turnover generated from services relating to System Integration/IT/ITeS during the last three financial years ending on 31.03.2022 should be at least ₹70 crore.</p> <p><u>Document/ Information to be submitted with proposal</u></p> <p>-Copy of the audited Balance sheet and Profit & Loss account. -Certificate from Statutory Auditor/ Chartered Accountant / Company Secretary</p>
4.	5.1 Point d Page - 23	<p>5.1 Pre-qualification criteria - Document/ Information to be submitted with proposal</p> <p>Point – d – Net Worth : Statutory Auditor's Certificate</p>	<p>5.1 Pre-qualification criteria - Document/ Information to be submitted with proposal</p> <p>Point – d – Net Worth : -Certificate from Statutory Auditor/ Chartered Accountant / Company Secretary</p> <p>Qualification criteria remain unchanged</p>
5.	5.1 Point f Page - 24	<p>5.1 Pre-qualification criteria -</p> <p>Point f - Manpower Strength and Local Presence</p> <p>The bidder should have an operation/delivery center in Odisha for at least 12 months before the publication of this RFP with at least 500 (five hundred) full time developers in its payroll in the domain of systems integration and software system development having minimum qualification of B.E/MCA or</p>	<p>5.1 Pre-qualification criteria -</p> <p>Point f - Manpower Strength and Local Presence</p> <p>The bidder should have an operation/delivery center in Odisha for at least 12 months before the publication of this RFP with at least 500 (five hundred) full time developers in its payroll in the domain of systems integration and software system development having minimum qualification of</p>

		higher and with minimum two years software development experience, as on 31st December 2022.	B.E/MCA or higher and with minimum one year software development experience, as on 31st December 2022.
6.	6.6 Page 30	6.6 - Performance Guarantee The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award or issue of work order, for a value equivalent to 10% of the total cost of ownership i.e., total order value excluding taxes. The Performance Guarantee should be valid for a period of 5 years 6 months. ... (Rest of the statements remain unchanged)	6.6 - Performance Guarantee The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award or issue of work order, for a value equivalent to 5% of the total cost of ownership i.e., total order value excluding taxes. The Performance Guarantee should be valid for a period of 5 years 2 months. ... (Rest of the statements remain unchanged)
7.	7.3 Page 31	7.3 Effects of Termination Point a. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables till the last effective date of termination.	7.3 Effects of Termination Point a. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule or which services have been rendered by Bidder till the last effective date of termination.
8.	7.5 Page - 32	7.5 Norms Governing Service Delivery Point – e The cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the bidder.	7.5 Norms Governing Service Delivery Point – e The cost of travel & accommodation during visit to different districts of Odisha for various works like system study, training etc. and travel of district coordinators within district should be borne by the selected bidder. For any visit by the Cluster coordinators to a location other than their base registration unit, OCAC shall reimburse to the selected bidder as per actual on submission of bills and other documentary evidence.
9.	7.9 Page - 32	7.9 Force Majeure Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.	7.9 Force Majeure On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the OCAC in writing, the bidder shall continue to perform its obligations

			under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However, Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.
10.	8.1.4 Page 43	8.1.4 Deployment & Configuration ... Necessary system software, database software and third-party licenses will be provided to the selected bidder by the department. ...	8.1.4 Deployment & Configuration ... Necessary system software, database software and third-party licenses will be provided by the selected bidder. ... (Rest of the statements remain unchanged)
11.	8.2.2	8.2.2 Scope of Phase II App Modernization: ... The Phase -II App modernisation shall be made after due approval from OCAC.	8.2.2 Scope of Phase II App Modernization: ... The Phase -II App modernisation shall be made after due approval from OCAC and shall be made in Change Request mode at later stage. Hence, <u>bidder need not quote</u> the cost against Phase II App Modernization in commercial bid. (Rest of the clause remain unchanged)
12.	8.4.3.1 Page 56	8.4.3.1 Minimum Bill of Martials Sl. No. 7 - Oracle Database Enterprise License- Quantity : 8 licenses	8.4.3.1 Minimum Bill of Martials Sl. No. 7 - Oracle Database Enterprise License OCAC already has Oracle products for OBDRS application with CSI no. 16475282. The bidder has to renew the ATS and make it valid till July, 2028.
13.	10.2 Page 62	10.2 Payment Terms	10.2 Payment Terms New point addition <ul style="list-style-type: none"> • 70% cost of hardware shall be paid after delivery of hardware subject to verification thereof. • Balance 30% of the hardware cost shall be paid after installation

			<ul style="list-style-type: none"> • 100% cost of the system software such as OS, JBOSS Software, Oracle software or any third party tools shall be paid after delivery and installation • 100% Cost of Annual Technical Support against the system software such as OS, JBOSS Software, Oracle software or any third party tools shall be paid after submission of documentary evidence against the renewal at beginning of each year. <p>(other payment term conditions remain unchanged)</p>
14.	11.1.1 Page -65	11.1.1 FORM PQ-1: Cover Letter ... In case, any provisions of this RFP/ ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal. ...	11.1.1 FORM PQ-1: Cover Letter ... Deleted (i.e. Only this sentence deleted) ... (other paragraph and sentence remain unchanged)
15.	11.1.3 Page - 67	11.1.3 FORM PQ-3 [Acceptance of Terms and Conditions] ... I declare that all the provisions/clauses including scope of work of this RFP are acceptable to our company. ...	11.1.3 FORM PQ-3 [Acceptance of Terms and Conditions] ... I declare that all the provisions/clauses including scope of work of this RFP (excluding deviations mentioned in our proposal) are acceptable to our company. ... (other paragraph and sentence remain unchanged)
16.	11.3.2.2 Page -79	11.3.2 FORM FIN-2: FINANCIAL BID	11.3.2 FORM FIN-2: FINANCIAL BID (revised. See below)

(Other terms and conditions of the RFP remain unchanged)

11.3.2 FORM FIN-2: FINANCIAL BID

Bidder has to furnish the Financial bid as per the excel sheet as well as upload the financial bid in PDF file (after printing of the same in company letter head)

Rate to be quoted excluding GST

11.3.2.1 COST SUMMARY:

Sl. No.	Item	Price excluding GST (In INR)
1	Software and Services (Sub-total of 11.3.2.2)	
2	Resource Deployment (Sub-total of 11.3.2.3)	
3	Infrastructure Items(Sub-total of 11.3.2.4)	
4	Any Other Cost (Please Specify in Detail)	
Grand - Total		

11.3.2.2 SOFTWARE AND SERVICES

Sl. No.	Item	Unit Cost (In INR)	Quantity	Unit	Total Cost (Excluding GST)
1.	Cost of Knowledge Transfer from Old System Integrator (Application Transition Cost)			Lumpsum	
2.	Phase I Application Modernization Cost			Lumpsum	
3.	O&M Support of OBDRS Application for 5 Years including Helpdesk Support (Cost to be quoted per QGR)		20	QGR	
4.	Software Enhancement Service (Bidder to quote for 100 man months) (Refer Section 7.12)		100	Man-month	
5.	Migration of existing Oracle database to Oracle Exacc, if any			Lumpsum	
6.	Any Other Cost (Please Specify in Detail)			Lumpsum	
Sub-Total					

11.3.2.3 RESOURCE DEPLOYMENT

Sl. No.	Item	Unit Cost (In INR)	Quantity	Unit	Total Cost per month Excluding GST
1	Cost of State/Cluster/District Coordinators (39 No – 20 QGR)		39	Persons	
Sub-Total for 1 Year (Excluding GST)					
Sub-Total for 5 years (Excluding GST)					

11.3.2.4 INFRASTRUCTURE ITEMS

Sl. No.	Item	Unit Cost (In INR)	Quantity	Unit	Total Cost (Excluding GST)
1.	Blade Chassis		1	No.	
2.	Blade Server		8	No	
3.	Desktop (with 1 KVA LI UPS) /Laptop		20	No	
4.	Printer		1	No	
5.	Scanner		1	No	
6.	Operating System with 5 years Subscription (Bidder has to propose for quantity)				
7.	Jboss Enterprise with 5 years Subscription (Bidder has to propose for quantity)				
8.	Cost of ATS on Oracle products under CSI no. 16475282 .validity till July 2024		1	Lumpsum	
9.	Cost of ATS Oracle products under CSI no. 16475282 .(validity till July 2028) on yearly basis		4	Years	
10.	Any other third party software – bidder to propose with quantity, if required				
11.	Any other hardware required, bidder to specify				
12.	Cost of Installation and Commissioning of Server Hardware			Lumpsum	
Sub-Total					

11.3.2.5 DEVELOPMENT AND SUPPORT RESOURCE COST

(Cost Discovery item and shall not be included evaluation)

Rate Card for Additional Manpower Resources (per Man Month basis)

Sl. No.	Item	Man-month rate excluding GST
1	Project Manager / Program Coordinator	
2	Domain/Functional Expert	
3	System / Network / Database Administrator	
4	Production Support / Testing Engineer	

5	Junior Developer / Technical Support Engineer (2-4 Years Exp)	
6	Integration Specialist / Senior Developers (4-8 Years Exp)	
7	Devops Engg (CI CD Specialist)	
8	Helpdesk Executive	
9	State / Cluster Coordinator	
10	District Coordinator	

Revised Tender Schedule

Last Date of submission of Bid response : **by 12 noon 09.06.2023**

Opening of Pre-qualification and Technical bid : **09.06.2023 at 12:30 PM**

Technical presentation and opening of Commercial bid : to be intimated later

Pre-Bid Resolution Document

SL#	RFP Document Reference(s)(Section & Page Number(s))	Content of RFP requiring (Clarification(s))	Points of Clarification	OCAC's Response
1.	4.4.3 Earnest Money Deposit (EMD) Pg-15	4.4.3 Earnest Money Deposit (EMD) a. Bidders shall submit, along with their Bids, EMD of INR. 1,04,00,000, in the shape of Demand Draft OR Bank Guarantee (in the format specified in Clause 9.7) issued by any scheduled bank in favor of Odisha Computer Application Centre" payable at Bhubaneswar, and should be valid for 90 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.	The bidder requests the following modifications: Please allow the bidder to submit a Bid Security Declaration instead of an EMD in the form of a DD / PBG.	As per RFP.
2.	4.4.3 Earnest Money Deposit (EMD) Pg-15	4.4.3 Earnest Money Deposit (EMD) b. EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful.	The bidder requests the following modifications: b. EMD of all unsuccessful bidders would be refunded by OCAC within 10 days of the bidder being notified as being unsuccessful.	60 days or within 10 days after award of work to successful bidder, whichever is earlier.
3.	4.4.3 Earnest Money Deposit (EMD) Pg-15	4.4.3 Earnest Money Deposit (EMD) e. The EMD may be forfeited: • In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.	The bidder requests the following modifications: e. The EMD may be forfeited: • In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP along with the mutually agreed deviations / changes to the RFP terms, if any.	Accepted. Refer Corrigendum.
4.	4.5.7 Tender Validity Pg-18	4.5.7 Tender Validity Proposals shall remain valid for a period of 180 Days from the date of opening of the pre-qualification and technical proposals.	The bidder requests the following clarifications: The EMD validity is 90 days from the due date of the tender / RFP. However, the proposal validity is 180 days from the opening of the pre-qualification and technical proposals. Please confirm if both are correct.	Yes. Both are correct.

5.	4.6.1 Deviations Pg-20	4.6.1 Deviations f. OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.	The bidder requests the following clarifications: A) If the bidder submits a deviation which is not acceptable to OCAC, will the bidder be allowed to withdraw its bid? B) Will the EMD of the bidder be returned in such a scenario as mentioned above.	Yes. If the deviation is not acceptable to OCAC, the bidder will be allowed to withdraw its bid and EMD will be returned.
6.	5.1 Prequalification Criteria (General Bid) b) System Integration Experience Pg-23	Responding Firm/ Company should be in the Information Technology(IT) business as System Integrator for at least five (5) financial years as on 31st March 2022. Work orders confirming year and area of activity along with certificate from Statutory Authority to this effect.	Please accept a certificate from Company Secretary / Authorized Signatory instead of Work Orders and Statutory Auditor Certificate	Accepted. See Corrigendum
7.	5.1 Prequalification Criteria (General Bid) c) Sales Turnover in System Integration Pg-23	Document/ Information to be submitted with proposal : - Copy of the audited Balance sheet and Profit & Loss account. - Statutory Auditor's Certificate	Please accept Certificate from Chartered Accountant / Company Secretary instead of Statutory Auditor	Accepted. See Corrigendum
8.	5.1 Prequalification Criteria (General Bid) d) Net Worth Pg-23	Document/ Information to be submitted with proposal : - Statutory Auditor's Certificate	Please accept Certificate from Chartered Accountant / Company Secretary instead of Statutory Auditor	Accepted. See Corrigendum
9.	5.1 Prequalification Criteria (General Bid) c) Sales Turnover in System Integration Pg-23	Average Annual Sales Turnover generated from services relating to System Integration during the last three financial years ending on 31.03.2022 (as per the last published Balance sheets), should be at least ₹215 Crores	Please increase sales turnover to at least 500 Crores	As per RFP.
10.	5.1 Prequalification Criteria (General Bid) Pg-23	5.1 Prequalification Criteria (General Bid) b) System Integration Experience - Responding Firm/ Company should be in the Information Technology(IT) business as System Integrator for at least five (5) financial years as on 31st March 2022. Document/ Information to be submitted with proposal: Work orders confirming year and area	The bidder requests the following modifications: The bidder submitting a Copy of Certificate of Incorporation/ Registration should not be required to also submit a certificate from Statutory Authority to this effect. Please remove the requirement.	Accepted. See Corrigendum

		of activity along with certificate from Statutory Authority to this effect.		
11.	3.8 Technology Stack Pg-12	Language: Java / SQL Framework: Struts MVC, Hibernate Operating System: Solaris, Windows Database: Oracle 12c Middleware: JBoss EAP, Wildly, Apache Ant, Apache Tomcat UI: Angular JS, JSP/HTML/CSS	We understand that bidder needs to leverage Microservice based architecture for the implementation. Accordingly, the framework and the middleware components might vary. Request you to please allow bidder to consider the best possible and most relevant option.	Bidder is free to propose modern architecture based on microservices principles inline to RFP clause <8.1>
12.	5.1 Prequalification Criteria (General Bid) Pg-23	5.1 Prequalification Criteria (General Bid) c) Sales Turnover in System Integration - Average Annual Sales Turnover generated from services relating to System Integration during the last three financial years ending on 31.03.2022 (as per the last published Balance sheets), should be at least ₹215 Crores Document/ Information to be submitted with proposal: Statutory Auditor's Certificate	The bidder requests the following modifications: a) Please allow the bidder to submit the details of the last three financial years ending on 31.03.2023 (as per the last published Balance sheets) b) Please accept Certificate from Chartered Accountant / Company Secretary also. c) As per clause 5.2 Technical Evaluation Criteria (Page # 25), to showcase Average Annual turnover from IT/ ITeS project in last 3 years is ≥ 215 Crs, the bidder can submit EITHER a Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor. So, please modify the requirement in this clause accordingly.	Accepted. See Corrigendum
13.	5.1 Prequalification Criteria (General Bid) Pg-23	5.1 Prequalification Criteria (General Bid) d) Net Worth - The bidder should have been profitable for all these three financial years and must have positive net worth. Document/ Information to be submitted with proposal: Work orders confirming year and area of activity along with certificate from Statutory Authority to this effect.	The bidder requests the following modifications: a) Please allow the bidder to submit the positive net worth details of the last three financial years ending on 31.03.2023 (as per the last published Balance sheets) b) Please accept Certificate from Chartered Accountant / Company Secretary also.	Certificate from Chartered Accountant / Company Secretary is accepted.
14.	5.1 Prequalification Criteria (General Bid) 'g) Technical Capability Pg-24	Completion Certificates from the client OR Work Order + Self Certificate of Completion	As some of the projects are under NDA, it is not feasible to share the customer artifacts (Work order or completion	As per RFP.

		(Certified by the Auditor); OR Work Order + Phase Completion Certificate from the client	certificate from client). Hence the bidder requests the following 1. Please allow to submit the anonymize project citations. 2. Please accept self-certificate signed by authorized signatory / Company Secretary stating the relevant experience details as a documentary evidence.	
15.	5.2 Technical Evaluation Criteria b) General e- Governance Experience Pg-25	i) Copy of Work Order and Completion / Go-live certificate	As some of the projects are under NDA, it is not feasible to share the customer artifacts (Work order or completion certificate from client). Hence the bidder requests the following 1. Please allow to submit the anonymize project citations. 2. Please accept self-certificate signed by authorized signatory / Company Secretary stating the relevant experience details as a documentary evidence.	As per RFP.
16.	5.2 Technical Evaluation Criteria b) General e- Governance Experience Pg-25	ii) Copy of Work Order and Completion / Go- live certificate	As some of the projects are under NDA, it is not feasible to share the customer artifacts (Work order or completion certificate from client). Hence the bidder requests the following 1. Please allow to submit the anonymize project citations. 2. Please accept self-certificate signed by authorized signatory / Company Secretary stating the relevant experience details as a documentary evidence.	As per RFP.
17.	5.2 Technical Evaluation Criteria c) Experience Similar to the Scope of work Pg-25	iii) Copy of Work Order and Completion / Go- live certificate (with technology stack)	As some of the projects are under NDA, it is not feasible to share the customer artifacts (Work order or completion certificate from client). Hence the bidder requests the following 1. Please allow to submit the anonymize project citations. 2. Please accept self-certificate signed	As per RFP.

			by authorized signatory / Company Secretary stating the relevant experience details as a documentary evidence.	
18.	5.3 Evaluation of Financial Bid Pg-27	5.3 Evaluation of Financial Bid e) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.	The bidder requests the following clarifications: The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees. However, the taxes shall be applied as per the prevailing rates at the time of billing by the selected bidder. Please confirm if the understanding is correct.	The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees. Taxes shall be applied as per the prevailing rates at the time of billing by the selected bidder.
19.	5.4 Combined Evaluation of Technical & Financial Bid Pg-27	5.4 Combined Evaluation of Technical & Financial Bid a) The technical and financial scores secured by each bidder will be added using weightage of 70% (Technical) and 30% (Financial) respectively to compute a Composite Bid Score. $B_n = 0.70 * T_n + 0.30 * F_n$ Where B _n = overall score of bidders T _n = Technical score of the bidder (out of maximum of 100 marks) F _n = Normalized financial score of the bidder	The bidder requests the following modifications: a) The technical and financial scores secured by each bidder will be added using weightage of 80% (Technical) and 20% (Financial) respectively to compute a Composite Bid Score. $B_n = 0.80 * T_n + 0.20 * F_n$ Where B _n = overall score of bidders T _n = Technical score of the bidder (out of maximum of 100 marks) F _n = Normalized financial score of the bidder	As per RFP.
20.	6.3 Purchaser's Procurement Rights Pg-27	6.3 Purchaser's Procurement Rights Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to: a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason. b. Change any of the scheduled dates stated in this tender. c. Reject proposals that fail to meet the tender requirements. d. Increase or decrease the quantity of the software/hardware items/manpower resources e. Remove any of the item at the time of	The bidder requests the following modifications: 6.3 Purchaser's Procurement Rights Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to: a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason. b. Change any of the scheduled dates stated in this tender. c. Reject proposals that fail to meet the tender requirements.	As per RFP.

		<p>placement of order.</p> <p>f. Increase or decrease no. of resources supplied under this project.</p> <p>g. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.</p> <p>h. Make typographical correction or correct computational errors to proposals</p> <p>i. Request bidders to clarify their proposal.</p> <p>Authority reserves the right to negotiate with L1 bidder for reduction of price offer made against the any of the items including hardware components.</p>	<p>d. Increase or decrease the quantity of the software/hardware items/manpower resources up to 5% of the total software/hardware items/manpower resources</p> <p>e. Remove any of the item at the time of placement of order up to 5% of the total contract value</p> <p>f. Increase or decrease no. of resources supplied under this project up to 5% of the total no. of resources to be supplied under this project</p> <p>g. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.</p> <p>h. Make typographical correction or correct computational errors to proposals</p> <p>i. Request bidders to clarify their proposal.</p>	
21.	6.5 Contract Finalization and Award Pg-30	<p>6.5 Contract Finalization and Award</p> <p>The OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.</p>	<p>The bidder requests the following modifications:</p> <p>Please consider the submitted offer as the best possible offer by the bidder. There should not be any negotiations on the rates quoted by the bidder before the award of the contract.</p>	As per RFP.
22.	6.6 Performance Guarantee Pg-30	<p>6.6 Performance Guarantee</p> <p>The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award or issue of work order, for a value equivalent to 10% of the total cost of ownership i.e., total order value excluding taxes. The Performance Guarantee should be valid for a period of 5 years 6 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be</p>	<p>The bidder requests the following modifications:</p> <p>1) The Bidder shall furnish Performance Security to the Authority for an amount of 3% of the Contract Value (as per Circular No. F/9/4/2020-PPD, dtd. 12/11/2020, Ministry of Finance, Government of India) valid up to 30 (thirty) days after the date of completion of contract period.</p> <p>2) The Performance Guarantee should</p>	<p>The validity of Govt. of India Circular No. F/9/4/2020-PPD, dtd. 12/11/2020 has been expired w.e.f. 31.03.2023. However, the clause has been revised. See corrigendum</p>

		responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.	be valid for a period of 5 years 1 months.	
23.	6.7 Signing of Contract Pg-30	6.7 Signing of Contract After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.	The bidder requests the following clarifications: the bidder understands that the PBG shall be submitted by the selected bidder after the Signing of the contract has been completed by both parties. Please confirm if the understanding is correct.	Yes. Understang is corret
24.	6.8 Failure to Agree with the Terms and Conditions of the RFP Pg-30	6.8 Failure to Agree with the Terms and Conditions of the RFP Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG of the most responsive bidder.	The bidder requests the following modifications: Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders.	As per RFP.
25.	7.3 Effects of Termination Pg-31	7.2 Termination a. Normal termination of the contract would happen at the end of the tenure. b. The Purchaser (i.e. OCAC) may, terminate	The bidder requests the following clarifications: Please clarify the conditions under	Non Performance of the bidder even after repeated reminders. Any changes in policy by Government of India/Govt. of

		this Contract by giving the System Integrator a 90 (Ninety) days prior and written notice indicating its intention to terminate the Contract.	which, the Purchaser can terminate the contract.	Odisha which leads to seizure of services to citizens envisaged in the scope of work.
26.	7.3 Effects of Termination Pg-31	7.3 Effects of Termination a. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables till the last effective date of termination.	The bidder requests the following clarifications: The bidder understands that in the event of termination for any reason whatsoever, the bidder shall be paid for all the goods delivered / services rendered and accepted by the Purchaser till the effective date of termination. Please confirm if the understanding is correct.	Yes. Your understanding is correct
27.	7.3, Effects of Termination Pg-31	a. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables till the last effective date of termination.	Request for Clause modification - a. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule or which services have been rendered by Bidder till the last effective date of termination.	Agreed. See Corrigendum
28.	7.5 Norms Governing Service Delivery Pg-32	7.5 Norms Governing Service Delivery e) The cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the bidder.	The bidder requests the following modification / clarifications: As the quantum of visits, resources, trainings etc cannot be definitely confirmed at this stage for the bidder to build the cost sufficiently in the proposal, the bidder requests that the cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the Purchaser on actuals.	See corrigendum for revised clause
29.	7.8, Confidentiality Pg-32	Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy about data, wherever applicable. If required, the bidder will sign a Non-Disclosure Agreement (NDA) with OCAC/ other stakeholders of project.	Since there will be mutual sharing of information by both the parties, Bidder requests having a detailed Confidentiality clause in lines as below: Both parties exercise professionally reasonable care to maintain the required	As per RFP.

			confidentiality and privacy about data, wherever applicable. If required, the bidder will sign a Non-Disclosure Agreement (NDA) with OCAC/ other stakeholders of project.	
30.	7.9 Force Majeure Pg-32	Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.	Request for Clause modification - Bidder would like to submit that no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.	See corrigendum for revised clause
31.	7.12 Change Request Management Pg-34	7.12 Change Request Management The costing of change request shall be finalized as per cost mentioned in financial bid format- Software Enhancement Service. The bidder have to quote for 100 man month and payment shall be made as per actual consumed.	The bidder requests the following clarifications: What rates shall be applicable for the per man-month effort once the 100 man-month effort quoted by the bidder has been consumed?	Rates will be as per the quoted man-month rate for the whole contract period.
32.	7.12 Change Request Management Pg-34	7.12 Change Request Management The costing of change request shall be finalized as per cost mentioned in financial bid format- Software Enhancement Service. The bidder have to quote for 100 man month and payment shall be made as per actual consumed.	The bidder requests the following modification: The bidder requests that they should be allowed to quote a rate card applicable for the 1st year of the contract. For the 2nd year onwards, a fixed rate increment should be applicable for each FY. This will also benefit the Purchaser as they will be paying as per actual	Refer Corrigendum.

			consumption each year instead of a blended rate for the entire contract duration.	
33.	7.13 Intellectual Property Rights (Source Code) Pg-34	7.13 Intellectual Property Rights (Source Code)	<p>The bidder requests the following modifications:</p> <p>i) Products and fixes All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the Purchaser even after termination of this Agreement. Bidder would be responsible for arranging any licenses associated with the products.</p> <p>ii) Bespoke development The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser.</p> <p>iii) Pre-existing work All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement (“pre-existing work”) including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services,</p>	As per RFP.

			<p>upon payment in full, the bidder shall grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for internal business operations of the Purchaser. The foregoing license does not authorize Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the bidder pre-existing work/IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the bidder pre-existing IP.</p> <p>iv) All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ bidder's licensor and Purchaser shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p> <p>v) Residuals</p> <p>In no event shall bidder be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is</p>	
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			<p>competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. Subject to the confidentiality obligations, bidder may use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services. However, bidder will not use any proprietary or confidential information attained during this Project for its independent business.</p>	
34.	7.14 Liquidated Damages Pg-35	<p>7.14 Liquidated Damages In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the Implementation Agency/System Integrator shall be liable to a penalty @0.1% of the value of work order in respective phases, for every week of delay up to a maximum of 2%, after which OCAC shall be at liberty to cancel the award.</p>	<p>The bidder requests the following clarifications: 1) By "penalty @0.1% of the value of work order in respective phases, for every week of delay up to a maximum of 2%", the Purchaser means that the LD is capped to 2% of the value of work order in respective phases. Please confirm if the understanding is correct. 2) Please clearly define the respective Phases of the RFP and explain this clause with respect to the 11.3.2 FORM FIN-2: Financial Bid. 3) Can the bidder infer from this clause that the maximum penalty applicable for delay for each item (serial # 1 to 8) as given in the 11.3.2.2 Software and Services table is capped to 2% of the value of each item? 4) What shall be the capping of penalty for the QGR billing to be done by selected bidder? 5) Please specify the penalty cap per quarter for table 11.3.2.3 Resource Deployment and 6) Please specify the penalty cap on delay in delivery of each item given in the table # 11.3.2.4 Infrastructure Items.</p>	<p>Understanding is correct. 6 Months Implementation phase and each QGR to be treated as individual milestones and penalty will be calculated against each phase milestone.</p>

35.	7.14 Liquidated Damages Pg-35	<p>7.14 Liquidated Damages In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the Implementation Agency/System Integrator shall be liable to a penalty @0.1% of the value of work order in respective phases, for every week of delay up to a maximum of 2%, after which OCAC shall be at liberty to cancel the award.</p>	<p>The bidder requests the following addition to the clause: Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed two percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the SI.</p>	Agreed.
36.	7.15 Limitation of Liability Pg-35	<p>7.15 Limitation of Liability Except in cases of gross negligence or willful misconduct: - a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and b. Maximum liability of the bidder for this project will be limited to the total value of the contract or the amount actually paid to the bidder whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.</p>	<p>The bidder requests the following modifications: i) The aggregate liability of bidder (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 be the payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose). ii) In no event shall bidder 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) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.</p>	As per RFP.
37.	8.1 Scope of Work Pg-37	<p>The selected bidder shall be responsible for the required information technologies, including all information processing and communications related software, physical infrastructure, manpower, connectivity, data, supplies, and consumable items that they require to supply and install under the Agreement, plus all</p>	<p>It is assumed that selected bidder will only be responsible for the maintenance of the infrastructure items supplied under this program. OCAC/ HFW will address all the queries and demands/ requirements of field level officers for</p>	Agreed.

		associated documentation, and all other material and goods to be supplied, installed, integrated, and made operational and the related software development, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of OBDRS Project to be provided by the selected bidder.	un-interrupted usage of OBDRS Project. Please confirm.	
38.	8.1 Scope of Work Pg-37	To migrate and host the existing application, database, image database etc. to the new hosting environment (data centre infrastructure), which is to be procured by OCAC/HFW Department.	It is understood that the existing application along with its support will continue to be operated As-Is and the modernized application to be hosted in the proposed new hosting environment. Please confirm.	Agreed.
39.	8.1 Scope of Work Pg-38	Phase Wise Application Modernization and DevSecOps with CI/CD pipelines with Facility Management Services Approach to latest technology stack and process as per the accepted proposal.	It is understood that Phase-II activities will be made after due approval by OCAC, post GoLive after completion of Phase-I milestones. it is requested that Lumpsum pricing mentioned in Section 11.3.2.2 (Sl. No. 3) be removed from the commercial pricing and hence not to be factored during computation of technical score mentioned in Section 5.3. It may be considered under Change Management.	
40.	8.1 Scope of Work Facility Management Service Scope:	Bidder should provide on-site support for application end users, Administration, maintenance & support of the End-to-End Solution for entire contract period. Below is general guideline for the onsite support:	We understand that the RFP expects the technical team to be deployed at onsite. We request to allow an onsite : offshore model of service delivery	As per RFP.
41.	8.1.6 Training Pg-44	The selected bidder shall ensure a proper hands-on training to the team of selected trainers & end-users designated by OCAC on the software solution developed by bidder to make them well conversant with all the functionalities, features and processes built in the proposed solution. Training may be divided into multiple sessions as per the need and requirement of the project/ application. The selected bidder in consultation with OCAC	Please provide the following information 1. Please confirm that all the training will be conducted at central location and in case travel is required then the trainers will be paid allowances on actual basis (boarding, lodging, travel etc..)	Already clarified and issued corrigendum

		shall conduct Training Needs Analysis of all the concerned staff during system study phase and drawing up a systematic training plan. To meet the training requirement for successful implementation of project, the bidder shall perform following activities (but not limited to) in consultation with OCAC		
42.	8.1.6 Training Pg-44	8.1.6 Training	The bidder requests the following clarifications: 1. Please let us know how many training sessions have to be taken and at what frequency. 2. Please confirm that all the training are to be conducted at central location. 3. Please confirm, that all training material will be delivered in electronic format (no hard copies). 4. Training will be provided in English Only. 5. Please confirm in case SP staff have to travel for handholding to different cities, in that case, all the boarding lodging will be paid by the department. 6. Please allow remote handholding sessions using collaboration tools.	1. After Phase-I app modernisation three times. 2. Training shall be conducted at VC mode. 3. Training materials shall be given in soft copies 4. Training will be provided in both english and Odia 5. Refer corrigendum
43.	8.1.9 Helpdesk Operation & Support Pg-46	The selected bidder would be required to continue the OBDRS Helpdesk service. The bidder needs to provide a platform for managing and tracking helpdesk tickets.	It is assumed that OCAC will provide office logistics, physical space and connectivity from the hosting environment to helpdesk locations as per the requirement of selected bidder. Please confirm.	Agreed.
44.	8.1.8 Cyber Security Audit Pg-46	8.1.8 Cyber Security Audit e) Conduct periodic audit & certification as and when it is required as per the OSDC/Cloud policy	The bidder requests the following clarifications: How many such audits shall be required during the contract terms? If the number of audits is not specified, then the bidder cannot quote the cost of audits appropriately. So please clearly specify.	One Audit per year and a total of 5 no of Audits in 5 Years of Project Tenure.
45.	8.1.11 Key Personnel Pg-47	The bidders must furnish resumes of key personnel both supervisory and technical to be deployed during implementation, operation &	Please confirm that sample CVs are required for these key positions.	Confirmed CV's will fetch additional technical score.

		<p>maintenance. The bidder must demonstrate the availability and degree of commitment of personnel with technical expertise. Resumes must include education, experience, background, accomplishments, and other pertinent information. Suggested eligibility criteria of key personnel are as follows</p>		
46.	8.1.12 Minimum Manpower Requirement Pg-49	<p>The Bidders are, however, free to deploy more resources in order to meet the quality delivery as required by Scope of Work of this RFP.</p>	<p>It is assumed that the additional manpower required for smooth execution of the program will be proposed by the bidder during O&M support phase which will be factored according to the man-month rate card specified in Section 11.3.2.5, post approval by OCAC. Please confirm.</p>	Agreed.
47.	<p>8.1.5 User Acceptance Testing (UAT) and App Modernization Roll Out: Pg-44</p> <p>AND</p> <p>8.1.8. Cyber Security Audit Pg-45</p>	<p>The Selected bidder should carry out following activities in a regular interval relating to Security Audit.</p> <ul style="list-style-type: none"> ▪ Coordination with the Cert-in empaneled firm or any other firm appointed by OCAC for security audit and obtain the safe-to-host certification (if applicable). <p>AND</p> <p>b) The SI shall appoint CERT-In empanelled auditor who shall be responsible for performing the security audit of the solution.</p> <p>c)The cost of audit & rectification of non-compliances shall be borne by the SI</p>	<p>Kindly clarify that the Cert-in empaneled firm or any other firm will be appointed by OCAC for security audit and bidder only need to coordinate and obtain safe-to-host.</p> <p>There are 2 contrasting statements in the RFP at mentioned places.</p>	Bidder has to provide Safe-to-host certificate. As per RFP.
48.	8.2.1 Scope of Phase – I App Modernization: Pg-50	<p>Proposed Solution should be compatible with modern mobile OS.</p>	<p>Please confirm if hybrid mobile application supporting all standard mobile platforms [IOS and Android] will suffice.</p>	Should be platform agnostic.
49.	8.2.2 Scope of Phase II App Modernization: Pg-51	<p>Facilitating microservice based architecture for cloud enablement.</p>	<p>It is understood that the modernized application is expected to be based on microservices architecture and cloud compatible. We assume any cloud deployment (if any) in future to support the transformed architecture to be facilitated by OCAC as recommended</p>	Agreed. See the revised clause in corrigendum

			by bidder under change management procedure. Please confirm.	
50.	8.2.2 Scope of Phase II App Modernization: Pg-51	Facilitating microservice based architecture for cloud enablement.	When exactly the cloud migration is expected ?	As per Government decision.
51.	8.2.2 Scope of Phase II App Modernization: Pg-51	Facility to Support structured and unstructured data	1. Please provide the formats of the un-structured data to be supported. 2. Please confirm that searches through un-structured data is not in scope.	Bidder to propose compatible solution.
52.	8.4 Deployment Infrastructure Pg-53	The SI shall, as per their strategy, plan to host the Data Centre & Disaster Recovery Infrastructure on OCAC provided compute environment. The SI shall provide sizing of the required infrastructure for the envisaged solution along with the proposed application services detailed in the RFP.	1. Please confirm that the sizing of the environments will be provided by the bidder and infrastructure will be provided by the department. 2. Please specify what all environments will be required apart from development, testing, training, staging and production.	Bidder to propose the high availability solution for production environment as per RFP.
53.	8.4.2 Oracle ExaCC platform Pg-54	The bidder have to Oracle ExaCC Platform for database layer of OBDRS application. OCAC shall provide Oracle(OEM) support for migration of database of existing OBDRS application to Oracle ExaCC platform.	Please confirm if the ExaCC platform will be available to selected bidder for all types of environment viz., test, staging, non-prod and prod etc.,	Yes.
54.	8.4 Deployment Infrastructure Pg-54	The bidder has to deploy the Oracle Enterprise Database in Oracle EacCC platform installed in OSDC. Bidder should not provision for separate hardware for Database Server. However, bidder should deploy the Oracle Enterprise Database License in Oracle ExaCC platform. OCAC shall provide required OEM support during the deployment of OBDRS database.	It is understood that OCAC already possesses a platform of Oracle ExaCC which will be used for hosting the database of OBDRS in a shared model. Hence it is requested that OCAC to take care of the underlying licenses and remove this from bidder scope. Bidder should only suggest the sizing as per the requirement of the architecture. Request for consideration on priority.	Refer Corrigendum.
55.	8.4.3 Minimum Hosting Infrastructure Bill of Materials for DC Pg-55	The bidder has to integrate the hardware with existing storage, network and RDBMS service installed at State Data Center.	It is assumed that the selected bidder will have requisite controls over configuration to integrate the hardware with existing storage, network and RDBMS service installed at State Data Center. However necessary dedicated bandwidth provisioning will be required along with the aforementioned provisioning for smooth functioning of the OBDRS application. Please confirm.	Agreed.

56.	10.2 Payment Terms Pg-62	10.2 Payment Terms	<p>The bidder requests the following clarifications: Please specify the payment terms of the following:</p> <ol style="list-style-type: none"> 1) Resource Deployment (Sub-total of 11.3.2.3 of the FORM FIN-2: Financial Bid) 2) Infrastructure Items (Sub-total of 11.3.2.4 of the FORM FIN-2: Financial Bid) 3) Any Other Cost (mentioned in the table # 11.3.2.2 Software and Services, serial # 8) 4) Migration of existing Oracle database to Oracle Exacc, if any (mentioned in the table # 11.3.2.2 Software and Services, serial # 6) 	<ol style="list-style-type: none"> 1) Resource Deployment - As per RFP 2) Infrastructure Items - Post Delivery, Installation and Sign Off 3) Any Other Cost - As per Bidder Proposal post delivery and Signoff 4) Migration of existing Oracle database to Oracle Exacc, if any - As per Bidder Proposal post delivery and Signoff
57.	10.2 Payment Terms Pg-62	10.2 Payment Terms	<p>The bidder requests the following modifications: For Infrastructure Items (Sub-total of 11.3.2.4 of the FORM FIN-2: Financial Bid), the bidder requests that the payment terms should be</p> <ol style="list-style-type: none"> i) 90% of completion of delivery within 30 days of invoice date and ii) balance 10% on completion of I&C or within 60 days of invoice date, whichever is earlier. 	100% Payment post Delivery, Installation and Sign Off
58.	10.2 Payment Terms Pg-62	10.2 Payment Terms	<p>The bidder requests the following clarifications: For Infrastructure Items (Sub-total of 11.3.2.4 of the FORM FIN-2: Financial Bid), the bidder understands that each item shall be billed in full at the time of delivery to OCAC. Please confirm if the understanding is correct.</p>	100% Payment post Delivery, Installation and Sign Off
59.	11.1.1 FORM PQ-1: Cover Letter Pg-65	11.1.1 FORM PQ-1: Cover Letter All the information and statements made in our proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations	<p>The bidder requests the following modifications: All the information and statements made in our proposal are true and correct and I accept that any misinterpretation</p>	As pe RFP.

		are held during the period of validity of the proposal, I undertake to negotiate on the basis of proposal submitted by us.	contained in it may lead to disqualification of our proposal.	
60.	11.1.1 FORM PQ-1: Cover Letter Pg-65	11.1.1 FORM PQ-1: Cover Letter In case, any provisions of this RFP/ ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal.	The bidder requests the following clarifications: In the RFP, its mentioned that the bidder can submit the proposal with deviations. If that is the case, then this letter should be modified suitably. Request for necessary modification .	See corrigendum for revised clause
61.	11.1.2 FORM PQ-2: Bidder's Organization (General Details) Pg-66	11.1.2 FORM PQ-2: Bidder's Organization (General Details) 10. Turn over during last 3 Financial Years	The bidder requests the following clarifications: Can the bidder submit Annual Turnover of the last 3 financial years ending on 31 March 2023?	Agreed.
62.	11.1.2 FORM PQ-2: Bidder's Organization (General Details) Pg-66	11.1.2 FORM PQ-2: Bidder's Organization (General Details) 11. Average Turnover during last three financial year ending on March, 2022	The bidder requests the following clarifications: Can the bidder submit Average Turnover during last three financial year ending on 31 March, 2023?	Agreed.
63.	11.1.3 FORM PQ-3 [Acceptance of Terms and Conditions] Pg-67	11.1.3 FORM PQ-3 [Acceptance of Terms and Conditions] I declare that all the provisions/clauses including scope of work of this RFP are acceptable to our company.	The bidder requests the following clarifications: In the RFP, its mentioned that the bidder can submit the proposal with a Statement of Deviation as per Section 11.6 of the RFP. In that case, this clause should be modified suitably. Request for necessary modification.	See corrigendum for revised clause
64.	11.1.4 FORM PQ-4: Project Citation Format Pg-68	_____ b) Value of Contract/ Work Order (In INR): c) Name of the Client: e) Contact person of the client with address, phone and e-mail	As some of the projects are under NDA, it is not feasible to share the customer details (Name, address, phone number, email id etc.). Hence the bidder requests the following : 1. Please allow to submit the anonymize project citations. 2. Please allow the bidder to mask the contract values details and submit the anonymize project citations.	As per RFP.
65.	11.3.1 FORM FIN-1: Financial Bid Covering Letter Pg-78	Madam/Sir, I /We, the undersigned, offer to provide the service for Operation & Maintenance Support	The bidder requests the following clarifications: In the RFP, its mentioned that proposal	The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.

		and App Modernization of Odisha Birth and Death Registration System (OBDRS) as per RFP No.: OCAC-SEGP-INFRA-0035-2022-23032 and our Pre-Qualification, Technical and Financial Proposals. Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of all applicable taxes and duties.	needs to be submitted inclusive of all taxes, levies and duties. However, its mentioned here that we need to mention the value exclusive of all applicable taxes and duties. Please modify the clauses elsewhere in the RFP which states that proposal to be submitted inclusive of all taxes and duties.	Taxes shall be applied as per the prevailing rates at the time of billing by the selected bidder.
66.	11.3.1 FORM FIN-1: Financial Bid Covering Letter Pg-78	b) PRICE AND VALIDITY All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 5 years from the date of opening of the Bid. We hereby confirm that our prices do not include any taxes and duties.	The bidder requests the following clarifications: In the RFP, its mentioned that proposal needs to be submitted inclusive of all taxes, levies and duties. However, its mentioned here that we need to mention the value exclusive of all applicable taxes and duties. Please modify the clauses elsewhere in the RFP which states that proposal to be submitted inclusive of all taxes and duties.	The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees. Taxes shall be applied as per the prevailing rates at the time of billing by the selected bidder.
67.	11.3.2 FORM FIN-2: Financial Bid Pg-79	Detailed Commercial Bid Format	Please share the Commercial bid format in excel document for sharing the price BID to be uploaded in the financial section of the Bid.	Refer Corrigendum.
68.	11.3.2.2 Software and Services Pg-79	* 11.3.2.2 Software and Services 5. Software Enhancement Service (Bidder to quote for 100 man months. However, payment shall be made on actual consumption) (Refer Section 7.12)	The bidder requests the deletion of the clause. Instead, please use the rate card given under section 11.3.2.5 Development and Support Resource Cost for issuing any Software Enhancement Service requests in year 1 of the contract term followed by a fixed rate increment as mutually agreed on year on year basis.	Refer Corrigendum.
69.	11.3.2.2 Software and Services Pg-79	11.3.2.2 Software and Services 7. Security Audit of OBDRS application from any Cert-in empaneled firm once a year	The bidder requests the following clarifications: This means the Cyber Security Audit cost which is mentioned in the RFP. The cost of any other audit during the entire contract terms shall be borne by OCAC. Please confirm if the understanding is correct.	Agreed.

70.	<p>11.3.1 FORM FIN-1: Financial Bid Covering Letter</p> <p>11.3.2 FORM FIN-2: Financial Bid Pg-78 & 79</p>	<p>b) PRICE AND VALIDITY We hereby confirm that our prices do not include any taxes and duties.</p> <p>Rate to be quoted excluding GST</p>	<p>In finance covering letter standard terms states that prices quoted is exclusive of any taxes but in Financial bid it is specifically mentioned price to be quoted exclusive of only GST. Currently only GST applicable on TCS's deliverable however, in future if any new taxes introduced then same required to be charged to the customer. Thus our suggestion would be add below statement at appropriately.</p> <p><i>"In the event any new taxes introduced such Cess, etc after the submission of bidder's proposal and made applicable on transaction between Bidder and OBDRS shall be passed on or adjusted to the OBRDS. . For claiming any change in price due to such Statutory variation, the Bidder shall have to provide supporting document or relevant Government notifications to OBDRS"</i></p>	<p>The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees. Taxes shall be applied as per the prevailing rates at the time of billing by the selected bidder.</p>
71.	General	Acceptance of deliverables	<p>The bidder requests the following additional clause: The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.</p>	As per RFP.
72.	General	Right to Vary Quantity	<p>The bidder requests the following additional clause: Purchaser may also like to reduce or</p>	As per RFP.

			<p>increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total Contract value may change on the basis of the rates defined in the financial proposal. However, these variations should be notified before awarding the work order to the bidder. The total value of these variations should not be more than 5% of the total contract value excluding taxes. Additional Qty Order should be routed through Change Request Route with mutual Price discovery method.</p>	
73.	General	Contract Extension	<p>The bidder requests the following additional clause: The extension and terms of the contract shall be mutually discussed and agreed between the bidder and the purchaser before 3 months of the expiry of the contract. The commercials for extension of the contract beyond the term of the project shall be submitted at the request of the Purchaser.</p>	As per RFP.
74.	General	Asset Ownership and transfer of title	<p>The bidder requests the following additional clause: All title of the assets is to be transferred to the Purchaser or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items.</p>	All title of the assets is to be transferred to the Purchaser or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items.
75.	General	Additional office onboarding	<p>It is understood that, for additional office onboarding, user training and support, the effort to be factored separately and to be executed under change request management. Please confirm.</p>	Agreed.
76.	General		<p>Kindly confirm whether OBDRS intend to propose Toll Free Number (TFN) or DID number will suffice to handle the calls</p>	To be decided by OCAC / H&FW department and cost to be borne accordingly by OCAC.

77.	General		<p>Bidder requests following clauses to be considered to the contract to be signed:</p> <p>Change Management Procedure</p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BUYER to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.</p> <p>Additional Support and Services</p> <p>In case the BUYER requires any additional support in execution of its</p>	As per RFP.
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			<p>tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p> <p>Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p> <p>Non-employment</p> <p>The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.</p> <p>General Indemnity</p> <p>The BUYER will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the BUYER by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or</p>	
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			<p>damages.</p> <p>Indemnity for infringement of intellectual property rights</p> <p>The BUYER warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p> <p>Waiver</p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.</p> <p>Assignment</p> <p>Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this</p>	
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			<p>proposal without the prior written consent of the other Party</p> <p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p> <p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p> <p>Modification</p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p> <p>Entire Understanding</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a</p>	
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			<p>party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p> <p>Tata Code of Conduct:</p> <p>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BUYER undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.</p> <p>Survival</p> <p>The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.</p>	
78.	8.2.2 Scope of Phase II App Modernization: Pg-51	Use of Chatbot based system for Citizen Service	Please let us know the scope of services required over chatbot	Bidder to propose solution as per functional requirement.
79.	8.4.3.1 Minimum Bill of Materials (page - 56) & 11.3.2 FORM FIN-2: Financial Bid 11.3.2.4 Infrastructure Items (page - 80)	The bidder must enclose non-priced bill of material of the items quoted in the technical proposal. & Infrastructure Items	As we understand from the RFP, the application will be hosted in SDC and all required infrastructure will be provided by OCAC. But in the Financial Bid, cost for infrastructure is asked. Kindly clarify whether the bidder should provide the cost for infrastructure or not.	Bidder to respond with minimum BOM specified in RFP.
80.	10.1 Timeline & Tentative Deliverables (page - 61)	Transition of application maintenance phase from existing SI to selected bidder - T+1 Month	Keeping in view the KT related to code and data structure, architecture, integration with external applications etc., we request you kindly revise the timeline of transition phase from 1 month to 3 months	As per RFP.

81.	10.1 Timeline & Tentative Deliverables (page - 61)	Customization/ Development of Phase – I App Modernization as per RFP - T+6 Months/End of Month 6	Keeping in view the KT activities, handover from existing SI and Phase-1 requirements etc., we request you kindly revise the timeline of Customization/Development phase from 6 months to 9 months	As per RFP.
82.	Key Events	Last date and time for Submission of Bid in Online mode - 24.05.2023 by 12 Noon	We request you to kindly extend the bid submission date to 19.06.2023	As per Corrigendum.
83.	5.1 Prequalification Criteria (General Bid) - h) Manpower Strength and Local Presence (page - 24)	The bidder should have an operation/delivery center in Odisha for at least 12 months before the publication of this RFP with at least 500 (five hundred) full time developers in its payroll in the domain of systems integration and software system development having minimum qualification of B.E/MCA or higher and with minimum two years software development experience, as on 31st December 2022.	This condition will restrict a lot of good organization to participate in the bid. Hence we request you to kindly consider having 500 technical resources across the organization in Pan India.	No change. As per RFP
84.	5.1 Prequalification Criteria (General Bid) - h) Consortium (page - 24)	Consortium is not allowed	We understand and agreeing to the the clause that consortium is not allowed. However keeping in view the complexity of the project and deployment of resources at ground level, we request you to kindly allow subcontracting.	As per RFP.
85.	5.2 Technical Evaluation Criteria	The bidder must furnish the RFP Specific Manufacturer Authorization Form (MAF) at least for the server hardware OEM, Database OEM (Oracle), and Jboss Middleware and comply with the required specifications of server hardware for compliance with technical evaluation. Otherwise, the bid will be rejected on the basis of "Technical Non-compliance".	We request you to remove this clause.	As per RFP.
86.	All		Please confirm if SI/Bidder will just need to provide sizing of required Hardware/Network for Application Hosting OR SI/Bidder will also need to procure required Hardware/Network for Application,DB,etc Hosting in all	As per RFP.

			environments (Dev/Test/Prod/etc) and SI will need to bear cost of procurement.	
87.	Section 3.2 Project Profile, Page No.7	Automate manual processes by integrating with various external functions to minimize manual bulk work	Request you to kindly provide the details and numbers of external functions.	Odisha One, UIDAI, CRS of RGI and Odisha IFMS. As per RFP.
88.	Section 3.2 Project Profile	OBDRS Portal has facilitated the following number of transactions. Hence it is suggested that bidders consider this portal as a high-volume traffic web application. The sizing of the proposed solution should be accordingly factored-in during submission of proposal	Request you to kindly provide the number of concurrent users.	1000 - 1500
89.	Page No.8			
90.	3.4 Objectives and Core Principle	Facility to amend/insert the name of the child when the name gets finalized after the registration	How many times a user can amend the child's name after the final registration?	Only correction of spelling mistake is allowed.
91.	Page No. 9			
92.		Facility for correction of registration.	Is there a limitation of amendment/correction after the registration?	No
93.	5.1 Prequalification Criteria (General Bid)	Certification	We understand ISO 9001:2015 will suffice the requirement. Kindly confirm.	
94.	Page No. 23	ISO 9001:2008		
95.	Sales Turnover in System Integration, 5.1 Prequalification Criteria, Page 23	Average Annual Sales Turnover generated from services relating to System Integration during the last three financial years ending on 1.03.2022 (as per the last published Balance sheets), should be at least ₹215 Crore.	We request the client to kindly reduce the Average Annual Sales Turnover to INR 100 Crore as on 31 st march 2023 for encouraging participation of Micro, Small and Medium Enterprises (MSMEs).	See the corrigendum for revised clause
96.	5.1 Prequalification Criteria, Page 24	Manpower Strength and Local Presence.	In order to invite prospective bidders to participate in the bid, we request the client to manpower strength to at least 200 full time developers in its payroll in the domain of systems integration and software system development having minimum qualification of B.E/MCA or higher and with minimum two years software development experience, as on 31st December 2022.	
97.		The bidder should have an operation/delivery center in Odisha for at least 12 months before the publication of this RFP with at least 500 (five hundred) full time developers in its payroll		See the corrigendum for revised clause

		in the domain of systems integration and software system development having minimum qualification of B.E/MCA or higher and with minimum two years software development experience, as on 31st December 2022.		
98.	5.2 Technical Evaluation Criteria, Page 24	Consortium : Consortium is not allowed	Considering the vast scope of work, we request the client to allow consortium /Joint Venture/ sub- Contracting	Consortium is not allowed. However sub contracting is allowed only for deployment of supporting staff such as Helpdesk Executive, State Coordinator, Cluster Coordinator and District Coordinator
99.	5.2 Technical Evaluation Criteria, Page 25	Average Annual turnover from IT/ ITeS project in last 3 years	In order to invite potential bidders to participate in this bid, we request the client to kindly change the clause as per below:	See the corrigendum for revised clause
100.		- ≥ 215 Cr: 5 Marks [Additional 1 marks for additional ₹10 crore subject to maximum 10 marks]	Average Annual turnover from IT/ ITeS project in last 3 years- ≥100 Cr: 5 Marks [Additional 1 marks for additional ₹10 crore subject to maximum 10 marks]	Consortium is not allowed
101.	5.2 Technical Evaluation Criteria, Page 25	The bidder must have at least 500 full time technical resources in its payroll as on date of submission of bid. - ≥ 500 Resources : 5 Marks [Additional 1 marks for additional 100 resources subject to maximum 10 marks]	In order to invite potential bidders to participate in this bid, we request the client to kindly change the clause as per below: - ≥ 200 Resources : 5 Marks [Additional 1 marks for additional 5 resources subject to maximum 10 marks]	As per RFP.
102.	5.2 Technical Evaluation Criteria, Page 25	(iii) The bidder must have experience of implementation of Web based Application Implementation in any Government (excluding PSUs/Banks) using Oracle database as backend, JBOSS as middleware and Java/J2EE technologies as front end.	As the component of JBOSS as middleware is restricting prospective bidders to participate in the bid we request the client to modify the clause as per below:	As per RFP.
103.		- Each project 2 marks maximum 10 marks	The bidder must have experience of implementation of Web based Application Implementation in any Government (excluding PSUs/Banks) using Oracle database as backend, and Java/J2EE technologies as front end.	As per RFP

			- Each project 5 marks maximum 10 marks	
104.	6.6 Performance Guarantee Page 30	The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award or issue of work order, for a value equivalent to 10% of the total cost of ownership i.e., total order value excluding taxes.	With reference to the Notification No. F.9/4/2020-PPD released by Ministry of Finance, Gol on 12.Nov.2020 regarding Performance Security, the same has been reduced to 3% of the contract value.	See the corrigendum for revised clause
105.			Request you please consider the notification and revise the clause.	
106.	7.14 Liquidated Damages,	In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the Implementation Agency/System Integrator shall be liable to a penalty @0.1% of the value of work order in respective phases, for every week of delay up to a maximum of 2%, after which OCAC shall be at liberty to cancel the award. For the purpose of this clause, part of a week shall be considered to be a full week. Penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate in writing the reason of delay. Decision of Chairman, OCAC in this matter is final.	We request to amend the clause as:	
107.	Page No.-35		In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the Implementation Agency/System Integrator shall be liable to a penalty @0.1% of the value of work order in respective phases, for every 15 days of delay up to a maximum of 2%, after which OCAC shall be at liberty to cancel the award. For the purpose of this clause, part of a week shall be considered to be a full week. Penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate	As per RFP.

			in writing the reason of delay. Decision of Chairman, OCAC in this matter is final	
108.	8.1 Scope of Work,	To resolve all technical issues pertaining to operation of OBDRS application along with other applications (such as Treasury Portal, other online services, and various online payment systems) to which it has been integrated.	Kindly provide the details of other online services and payment system.	
109.	Page No. 36		We assume any cost related to API integration will be borne by client. Kindly confirm.	Yes.
110.	8.1 Scope of Work, Page No. 36	The selected bidder shall be responsible for the required information technologies, including all information processing and communications related software, physical infrastructure, manpower, connectivity, data, supplies, and consumable items that they require to supply and install under the Agreement, plus all associated documentation, and all other material and goods to be supplied, installed, integrated, and made operational and the related software development, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of OBDRS Project to be provided by the selected bidder.	We assume physical infrastructure and its associated connectivity is the responsibility of OCAC. Kindly confirm	Yes.
111.	8.1 Scope of Work Page No.37	To provide helpdesk support to the users for all the application and hardware related issues (along with DGM) for satisfactory operations at the Registration units.	We understand hardware related issues will be take care by OCAC. Selected bidder will only identify issues and inform OCAC. Kindly confirm.	Yes.
112.	8.1 Scope of Work Page No.38	Helpdesk, Cluster and District level field support	Request you to clarify below points: 1. Whether the resource will be deployed at district level or they will travel as and when required. 2. Who will bear the Travel and accommodation cost of resources (if required) 3. What is the working hours of Helpdesk Executives?	See the revised clause in corrigendum Govt. Working hours

113.	8.1 Scope of Work, Page No.38	The team is required onsite / customer site in general working hours on all Government working days. However, some of the team members may require working in shifts also as per project need.	Kindly specify the team that require working in shifts.	As per RFP.
114.	8.1.1 Transition from existing System Integrator (SI), Page 40	The selected bidder will perform all the functions and services necessary to accomplish the transition of the entire knowledgebase, application (Web, other utility and integrations etc.), infrastructure, and services under existing OBDRS Application from the current SI on or before the specified completion dates (Within 1 Month of the Issuance of PO).	Kindly provide the information on the existing SI who is currently managing the OBDRS application so that it will be easy for us to coordinate and ensure timely availability of the documents.	Will be communicate after awarding of contract
115.	8.1.4 Deployment & Configuration, Page No.43	The selected bidder shall ensure that all the integration of government applications and third-party solutions with developed OBDRS shall be done through independent integration APIs and gateways, which shall act for middleware functionality of the application or directly through the Web services	We understand providing API of existing govt. applications will be the responsibility of OCAC/OBDRS. Kindly confirm.	As per RFP.
116.	8.1.13 Establishment of Business Continuity and DR,	The bidder must propose adequate solution for business continuity and disaster recovery. It is expected that only limited modules may be allowed to run with minimal number of users in case of exigencies. The solution should be BCP and DR enabled. However, when required the bidder should configure BCP/DR as per the instructions of OCAC.	Kindly clarify:	The solution should be BCP and DR enabled. Whenever OCAC wants to setup BCP/DR, bidder should configure the setup free of cost. However all the infrastructure items including system software will provided by OCAC
117.	Page No. 49		What is the minimum no. users?	Approximately 1500
118.	10.1 Timeline & Tentative Deliverables, Page No. 61	Detailed Project Plan-T+ 1 Week	Considering the vast scope request to consider Project Plan duration as T+2 Week	As per RFP.
119.	10.2 Payment Terms, Page 62	Payment Terms	Resource Deployment and Infrastructure Items are mentioned as a separate line item in the cost summary. However payment terms for the same are not mentioned. Request the client to specify the payment terms for Resource Deployment and Infrastructure Items.	See the corrigendum for revised clause

120.	10.2 Payment Terms, Page No. 62	100% of OBDRS Application Transition Cost will be paid after two quarters O & M of OBDRS system from the date of submission of self certification on successful knowledge transfer	We request to modify the clause as: "100% of OBDRS Application Transition Cost will be paid after each quarter O & M of OBDRS system from the date of submission of self certification on successful knowledge transfer"	As per RFP.
121.	Key events Page no 2	Last date and time for Submission of Bid in Online mode 24.05.2023 by 12 Noon	As getting OEM quotations and further internal approvals for bid submission requires some time. Request to extend bid submission upto 10.06.2023	Refer Corrigendum.
122.	5.1.b System Integration Experience Page No.: 23	Responding Firm/ Company should be in the Information Technology(IT) business as System Integrator for at least five (5) financial years as on 31st March 2022. Work orders confirming year and area of activity along with certificate from Statutory Authority to this effect	Request to consider work order and waive off certificate from the statutory authority	As per RFP.
123.	5.1.f Manpower Strength and Local Presence Page No.: 24	The bidder should have an operation/delivery center in Odisha for at least 12 months before the publication of this RFP with at least 500 (five hundred) full time developers in its payroll in the domain of systems integration and software system development having minimum qualification of B.E/MCA or higher and with minimum two years software development experience, as on 31st December 2022. 1. Trade License/ Leased Agreement (Towards Local Presence)/any other documentary evidence as proof of business in Odisha 2. Declaration from HR/ Director towards Manpower Strength.	Request to waive-off operation/delivery center in Odisha and consider office location anywhere in India	As per RFP.
124.	5.1.g Technical Capability Page No.: 24	The bidder must have successfully developed and implemented at least the following numbers of e Governance application for any Government Department / Government Agency / PSU in India during last 5 years as on 31st December 2022 of value specified herein: • One project not less than the amount ₹28	1. Request to consider work order with self certificate of completion and waive-off certificate from the Auditor and Client 2. Request to consider three projects each project, each with ₹ 6 Crore & above	As per RFP.

		<p>Cröre; OR • Two projects not less than the amount ₹21 Crore; OR • Three projects not less than the amount ₹14 Crore</p> <p>Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Auditor); OR Work Order + Phase Completion Certificate from the client</p>	3. Request to accept Smartcity projects work orders	
125.	5.1.h Consortium Page No.: 24	<p>Consortium is not allowed</p> <p>Self-Declaration from Director/ Authorized Signatory</p>	Request to allow consortium and either Bidder or Consortium partner are allowed to arrange required documentation for pre-qualification criteria	Consortium is not allowed. However sub contracting is allowed for handholding support.
126.	5.2.b.i Technical Evaluation Criteria, General e- Governance Experience Page No.: 25	<p>The bidder should have experience in development and implementation of e-Governance application project for any State/Central Government/PSU of India with minimum order value of Rs.14 Crore during last 10 years as on 31st December 2022.</p> <p>– Each project 2 marks maximum 10 marks</p> <p>(only completed/UAT completed/ O&M continuing projects shall be considered</p> <p>Copy of Work Order and Completion / Go-live certificate</p>	Request to award 10 marks for three projects each with ₹ 6 Crore & above	As per RFP.
127.	5.2.b.ii Technical Evaluation Criteria, General e- Governance Experience Page No.: 25	<p>The bidder must have experience of implementation of one project in any Govt. Odisha Department / Govt. of Odisha Agency in Odisha since during last 5 years as on 31st December 2022 with a work order of at least ₹14 Crore</p>	1. BEL has executed smart city project in Sundergarh, request to consider smart city project for this criteria	As per RFP.

		Copy of Work Order and Completion / Go-live certificate		
128.	5.2.c.v Technical Evaluation Criteria, Experience Similar to the Scope of work Page No.: 26	Experience of development of G2C ICT Application/ Projects for citizen services sector in similar size and complexity along with Digital Signature and eCertificate [Each project will be awarded 2.5 marks] Relevant documentary evidence	1. Aadhar based e-sign can it be considered? 2. Request to award 5 marks for one project	As per RFP.
129.	8.1.9 Helpdesk Operation & Support Page No.: 46	Helpdesk Operation & Support	It is believed, premises for helpdesk shall be provisioned by customer	Agreed.
130.	8.1.1 Transition from existing System Integrator (SI) - page 40	The selected bidder will be required to submit a detailed Knowledge Transfer plan	Will existing SI support for planning the ToT and will TOT include source code of existing application?	OCAC will supervise the transition activity.
131.	8.1.11 Key Personnel Page No.: 47, 48 & 49	Key Personnel	Waive-off Consultants having proficiency in local language will have added advantage statement.	As per RFP.
132.	8.1.4 Deployment & Configuration - page 43	Necessary system software, database software and third-party licenses will be provided to the selected bidder by the department	Department is providing the required license is conflicting with 11.3.2.4 Infrastructure Items (8) Oracle Database Enterprise License with RAC with 1st year ATS - 8 numbers which one to be considered	See the revised clause in corrigendum
133.	8.2.1 Scope of Phase – I App Modernization - Page 50	Proposed Solution should be compatible with modern mobile OS.	Responsive mobile support is the requirement or independent mobile application to support the functionality is the requirement?	Both. Should be platform agnostic.
134.	8.2.1 Scope of Phase – I App Modernization - Page 50	Facility for Future Additional Third-Party Integration	With all the systems does API exposing from OBDRS Application is expected or any other type of integration is expected?	Bidder to propose compatible solution.
135.	8.2.2 Scope of Phase II App Modernization - Page 51	Facility to Support structured and unstructured data	What type of unstructured data is expected?	Bidder to propose compatible solution.
136.	8.4 Deployment Infrastructure- page 53	The Bidder shall ensure that the servers are sized adequately, and redundancy is built into the architecture	Will OCAC provide hardware infra for DR?	Yes. Bidder to suggest sizing as per the proposed solution.
137.	8.4 Deployment Infrastructure- page 53	The Bidder shall ensure that the servers are sized adequately, and redundancy is built into the architecture	Do you expect bidders to propose development, staging and production hardware ?	Yes. Bidder to suggest sizing as per the proposed solution.

138.	10.1 Timeline & Tentative Deliverables Page No.: 61	Transition of application maintenance phase from existing SI to selected bidder. T+1 month	Request to increase the timelines to T+3 months	As per RFP.
139.	10.1 Timeline & Tentative Deliverables Page No.: 61	Customization/ Development of Phase – I App Modernization as per RFP	Request to increase the timelines to T+9 months	As per RFP.
140.	10.1 Timeline & Tentative Deliverables Page No.: 62	Phase – II App Modernization as per RFP T+6 month	Request to indicate Phase -II tentative timeline	As per approved approach.
141.	10.2 Payment Terms Page No.: 62	Payment Terms	1. Payment terms towards supply of infrastructure items is not covered under payment terms 2. Payment terms towards resource deployment (39 persons) is not covered under payment terms	See the revised clause in corrigendum
142.	11.3.2.2 Software and Services SI no. 4 Page No.: 79	O&M Support of OBDRS Application for 5 Years including Helpdesk Support (Cost to be quoted per QGR)	It is planned to consider below man power cost & training cost under this heading (O&M), is our understanding is correct? Project Manager – 1 Functional / Domain Expert – 2 System/Network Administrator – 2 Database Administrator – 1 Production Support Engineer – 4 Technical Support Engineer/ Developers/Integration Specialist – 8 Helpdesk Executive – 6	As per RFP.
143.	11.3.2.4 Infrastructure Items SI no 6 Page No.: 80	Operating System with 5 years Subscription (Bidder has to propose for quantity)	If Operating system is a part of server and desktop/laptop, cost field under this heading shall be left empty. Is that okay?	Bidder to propose cost including everything.