

RFP for selection of System Integrator for Upgradation of existing version of “Odisha Secretariat Workflow Automation System (OSWAS)” and Operation & Management for 5 Years”

(RFP Reference No: OCAC-TH-02/2016/RFP/17003)

Corrigendum

SL#	Clause No	Existing Clause	Revised Clause
1.	4.4.3 Earnest Money Deposit (EMD)	Bullet point 2 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.	Bullet point 2 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP, <u>despite the deviations submitted by the bidder are adequately considered and mutually agreed.</u>
2.	Section 7.9 - Page 36	Force Majeure - Definition	<u>Force Majeure Definition</u> Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: <ul style="list-style-type: none"> i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.
3.	Section 7.13 - Page 37	Intellectual Property Rights(Source Code)	Please refer below “Revised Clauses” on Intellectual Property Rights
4.	Section 7.14 - Page 37	<u>Liquidated Damages</u> 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 @0.25% of the value of work order	<u>Liquidated Damages</u> 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 @0.25% of the <u>delayed portion of services in respective phases</u> , for every week of delay up to a maximum of 10%, after

		in respective phases, for every week of delay up to a maximum of 10%, 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.	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. <u>Penalty will not be applicable if the delay is not attributable to the bidder.</u> However, in such cases bidder has to communicate in writing the reason of delay. Decision of Chairman, OCAC in this matter is final.
5.	Section 7.15 - Page 37	<u>Limitation of liability</u> Point No (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.	<u>Limitation of liability</u> Point No (b) Maximum liability of the bidder for this project will be limited to 10% of 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.
6.	Fact Sheet Page-9	The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Commercial bid.	It will be as per section 4.6.2 which is as follows: The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder (except hardware & system software) will be 5 years from the date of agreement.
7.	Section 8.1.9 User Acceptance Testing (UAT) and Go-Live	<u>Third Paragraph</u> After incorporations of the suggestions made by the Committee/OCAC, the selected bidder have to host the Beta version of each module in production environment which will be implemented in any 5 (five) departments (or other offices like OSDMA, OCAC or DG Vigilance). After achieving following numbers of transactions, UAT and Go-live shall deemed to be declared.	<u>Third Paragraph</u> After incorporations of the suggestions made by the Committee/OCAC, the selected bidder have to host the Beta version of each module in staging environment which will be implemented in at least 5 (five) departments (or other offices like OSDMA, OCAC or DG Vigilance). After achieving following numbers of transactions, UAT shall be declared. <u>Core Application</u> <ul style="list-style-type: none"> • Creation of 50 correspondences. • Creation of 50 files. • Movement of 50 correspondences. • Movement of 50 files. • Movement of 10 inter departmental files <u>Common applications</u> <ul style="list-style-type: none"> • Creation of minimum 10 Assembly questions • Processing of minimum 10 RTI Applications. • Updating of Telephone Numbers of minimum 50 users • Processing of information relating to Vehicles belonging to 2 Departments/other offices as mentioned above. • Submission of minimum 10 Tour Applications for approval • Leave application of minimum 25 users.

			<ul style="list-style-type: none"> • Submission of Action Points of minimum 10 Meetings <p>Following integration shall be done for UAT</p> <ul style="list-style-type: none"> - e-Despatch - SMS - Email - SSL - Digital Signature/e-Sign <p>After UAT, the application will be moved to Production environment and on achievement of following numbers of transactions in at least 10 departments, Go-live shall deemed to be declared.</p> <p><u>Core applications</u></p> <ul style="list-style-type: none"> • Creation of 200 correspondences created • Addition of 200 correspondences to files • Movement of 200 files bearing pre-migration creation date • Movement of 150 files bearing post-migration creation date <p><u>Common applications</u></p> <ul style="list-style-type: none"> • Creation of minimum 50 Assembly questions • Processing of minimum 50 RTI Applications. • Updating of Telephone Numbers of minimum 200 users • Processing of information relating to Vehicles belonging to 5 Departments/other offices as mentioned above. • Submission of minimum 25 Tour Applications for approval • Leave application of minimum 100 users. • Submission of Action Points of minimum 25 Meetings <p>Operation and maintenance for period of 5 years will start from the declaration of Go-live date of Core applications.</p>
8.	Section 8.1.17 Establishment of BCP site	Para 2 Since the OSDC's DR site is at National Data Centre, New Delhi and data transfer is based on synchronous storage base replication, after integration with BCP, automatically OSWAS data shall be replicated to NDC, New Delhi.	Para 2 Since the OSDC's DR site is at National Data Centre, New Delhi and data transfer is based on asynchronous storage based replication, after integration with BCP, automatically OSWAS data shall be replicated to NDC, New Delhi in periodic manner.
9.	8.8 Payment Terms	<ul style="list-style-type: none"> • 100% of the payment to the hardware & system software like OS, backup software, EMS etc. (including commission charges) will be paid after installation and commissioning. If site is not ready, 80% of the hardware and system software cost will be paid after delivery 	<ul style="list-style-type: none"> • 100% of the payment to the hardware & system software like OS, backup software, EMS etc. (including commission charges) will be paid after installation and commissioning. If site is not ready, 80% of the hardware and system software cost will be paid after delivery and verification and balance 20% will be paid after installation and commissioning.

		<p>and verification and balance 20% will be paid after installation and commissioning.</p> <ul style="list-style-type: none"> • 80% of cost of Application (including implementation, migration etc.) will be paid after Go-live of application • The remaining 20% Cost of Application after functional audit by STQC or 3rd Party • Cost of Application Support & Operation, Help Desk operation etc. will be paid equally in 20 QGRs (based on the report of TPA). • Taxes will be paid extra as per the rate prevalent at the time of billing. • Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any. 	<ul style="list-style-type: none"> • 40% of cost of Application (including data migration etc.) will be paid after UAT of application • 40% of cost of Application (including data migration etc.) will be paid after Go-live of application • The remaining 20% Cost of Application after functional audit by STQC or 3rd Party • Cost of Application Support & Operation, Help Desk operation etc. will be paid equally in 20 QGRs (based on the report of TPA). • Taxes will be paid extra as per the rate prevalent at the time of billing. • Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.
10.	Section 5.1 Prequalification Criteria (General Bid) (Page 24-25)	In all sub clauses "Statutory Auditor's Certificate"	In all sub clauses "Certificate issued by Statutory Auditor or Chartered Accountant/Company secretary"
11.	8.12.2 Availability of Solutions (end user)	Availability of EMS at the active site(DC).	The EMS availability clause has been deleted.
12.	New Clause 8.6.1.14 Specification of Blade Chassis		Please refer below "Revised Clauses"
13.	9.9.7 Cost of Hardware (Price bid format)	Production Servers- Quantity 6	Quote Separately for Production server (Rack mount) Production Server (DB/Application server)- Qty 4 Production Server (LDAP)- Qty 2

Revised Clauses

7.13 Intellectual Property Rights

7.13.1 **Products and fixes:** All products and related solutions and fixes provided pursuant to this tender shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Implementation Agency/System Integrator would be responsible for arranging any licenses associated with products. "**Product**" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are

made available to OCAC/Govt. of Odisha for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

7.13.2 **Bespoke development:** Subject to the provisions of Clause 7.13.3 and 17.13.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with OCAC. Implementation Agency/System Integrator shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.

7.13.3 **Pre-existing work:** All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services under this agreement, each party grants to the other party (and their subcontractors as necessary) a non-exclusive license to use, reproduce and modify 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, upon payment, the Implementation Agency/System Integrator should grant OCAC/Govt. of Odisha a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to OCAC as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. OCAC’s license to pre-existing work is conditioned upon its compliance with the terms of the Agreement to be signed under this RFP and the perpetual license applies solely to the pre-existing work that bidder leaves with OCAC at the conclusion of performance of the services.

7.13.4 **Residuals:** In no event shall Implementation Agency/System Integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this RFP. In addition, subject to the confidentiality obligations, Implementation Agency/System Integrator shall be free to 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.

8.6.1.14 Specification of Blade Chassis

S. N.	Feature	Specifications
1.	Form Factor	Up-to 10 U Form factor per chassis with all redundancy features (Hard Drives, Power, and Cable Management). The requisite number of Enclosures to be configured to populate the Servers and Storage and Expansion Units
2.	Blade Bays	Single or multiple Blade Chassis to accommodate minimum of 14 hot pluggable blade servers with SAS HDDs should have minimum 6 I/O slots for connecting various modules like FC Switch and Ethernet Switch simultaneously.

3.	Chassis Feature	<ul style="list-style-type: none"> • Dual network connectivity for each blade server for redundancy should be provided. • Should have the capability for installing any flavors Linux or Windows operating systems for x86 Environments. • Single console for all blades in the enclosure or KVM Module or through Virtual KVM • Minimum 1 external USB connections functionality • DVD ROM can be internal or external, which can be shared by all the blades allowing remote installation of S/W and OS • Minimum 6 no of power supply of highest capacity available in the blade enclosure should be provided. • Minimum 8 FAN modules should be configured in the blade enclosure and offered enclosure should be fully populated with highest capacity of power supply and fan modules
4.	Ethernet Switch Modules	Two hot-plug, 24 port redundant 1Gbps Ethernet module which enable Connectivity to Ethernet via switch. The number of Ethernet ports should be sufficient to connect fully populated chassis being offered to network. Wire speed switching and IPv4/IPv6 routing on all ports. Should offer with SNMPv1, v2c and v3, OOBM, Console Port, RADIUS, LLDP, syslog, NTP, 802.1x, FTP/SFTP, STP Root Guard, IP Source Guard, Dynamic ARP, SSHv2, URPF, L2 switching, 30K MAC address entries, 4K VLANs, 802.1ad, Jumbo frame(9K), GVRP, port aggregation, Layer 3 dynamic routing, OSPF, OSPFv3, ECMP, VRRP, QoS, UDLD/LLDP, 802.3ah, 802.1ag, sFlow, IPSec.
5.	SAN Connectivity	<p>-Two hot-plugs, 24 port redundant 8 Gbps Fiber Channel for connectivity to the external Fiber channel Switch and ultimately to the storage device. Should support Adaptive Networking, ISL Trunking, Zoning, EGM, Fabric Watch, extended fabric, SAO, SAN advisor, hot code load activation, SNMP, RADIUS, Web based tools.</p> <p>The chassis should be connected to DELL SC 8000 Storage at Secretariat DC</p>
6.	Redundancy	Mechanical Devices such as Hard Disks, Fans and Power Units should be completely Hot Swappable and Redundant to ensure High Availability
7.	Blade Management	<ul style="list-style-type: none"> • Systems Management and deployment tools to aid in Blade Server configuration and OS deployment, • Remote management capabilities through internet browser • Blade enclosure should have provision to connect to display console / central console / remote console for local management like trouble shooting, configuration, system status / health display
8.	Power	<ul style="list-style-type: none"> • Hot Swap redundant power supplies to be provided • Power supplies should have support N+N and N+1 redundancy. • Should support three phase and single phase power supply option in the blade enclosure.
9.	KVM	To be enabled Virtually over IP for Remote Access or Provided Locally.
10.	warranty	Five years comprehensive warranty from OEM (Proof of the warranty must be attached) with onsite service support from the date of installation without any extra cost.

Revised Tender Schedule

SL#	Event	Date & Time
1	Last Date and Time for submission of proposals	By 12 Noon of 21.02.2017
2	Opening of General and Technical Bids	21.02.2017 at 12:30 PM
3	Technical presentation	22.02.2017 at 11 AM Onwards
4	Opening of Commercial Bids	To be intimate later

Other terms and conditions of the RFP remain unchanged.

Pre bid Resolution Document (Pre-bid Query response)

SL#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	OCAC's Response
1.	Section 7.13, Intellectual Property Rights (Source Code), Page 37	The source code of entire applications along with necessary documentations developed/customized for new version OSWAS should be shared with OCAC/Govt. of Orissa after Go-live of the application.	With this we understand that the source code of the development/customization done for this project will be shared with OCAC. However, if the Source Code of COTS based solution is required, then the same can be shared through Escrow Agreement.	Refer Corrigendum
2.	Section 8.1.5, Page 42	The selected bidder shall ensure that the next generation OSWAS meets all system integration requirements with other applications of Government of Odisha / third-party applications as mentioned below: <ul style="list-style-type: none"> • E-Despatch • SMS Gateway • Email Gateway • HRMS • Litigation Management System • RTI Portal • CM Grievance (eAbhijoga) • Single Sign on • SSL • Aadhaar- UIDAI State Resident Data Hub(SRDH) • Digital Signature and/or e-Sign (Aadhaar Based) 	Please provide clarity on the technology on which the following applications have been built: <ul style="list-style-type: none"> • E-Despatch • HRMS • Litigation Management System • RTI Portal • CM Grievance (eAbhijoga) 	Will be shared during integration phase
3.	Section 8.1.8, Page 44	Data Migration	Please provide clarity on the volume and format of data that needs to be migrated from the legacy application to the proposed application.	Oracle database objects of around 2.5TB
4.	Section 8.1.10, Page 48	User Training	It is mentioned in the RFP that the training will be conducted for the designated staff and technical team. Therefore, please provide clarity on the number of users to be trained on the new application.	All users of the system will be trained

5.	Section 8.2.1.2, Page 56	DAK/Correspondence Management System	<p>We understand that Government of Odisha wants to upgrade the existing OSWAS to a next level with the use of next generation technologies in order to provide a better experience to its users. Government Departments, around the globe, are automating their workflows over Business Process Management System in order to provide more agility, ease of use, better performance and ease of adding/modifying the additional workflows. Therefore, based on our experience of working with various Govt organizations and implementing multiple e-Office projects, we strongly feel that DAK/Correspondence Management System should be built over Business Process Management and Document Management platform. Please confirm.</p>	Bidders are free to propose any system using any technology that meets functional requirements mentioned in RFP, keeping in mind that the existing data also needs to be migrated.
6.	Section 8.2.1.3, Page 58	File Management System	<p>As per the RFP, the File Management System should be compliant to office procedure manual of Government of Odisha. The Department of Archives and Public Grievances (DARPG) has also published Manual of Office Procedures (MOP), which specifies minimum requirements that the system should have in order to automate the internal workflows of the department like File Management, Dak Management, etc. Therefore, we strongly feel that following features should also be part of the required File Management System:</p> <ul style="list-style-type: none"> • File Management System should be based on Manual of office Procedure (MOP from DARPG- Department of Administrative Reforms And Public Grievances) • File Management System should be built over Business Process Management and Document Management platform. • Should have features like Green Note Sheet, flagging/linking of notes, securing notes and putting annotations on the document. • Electronic file creation, management, movement and performance of related tasks like diary entry, indexing, noting, cross referencing, search/ retrieval, etc. • Multilingual solution with support for odia language. 	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.

7.	Section 8.2.1.3, Page 57	Mobile Apps should be developed with limited functionalities for the tracking of the file / Forwarding of the File and Approval of File and integrated with the OSWAS for real time tracking and should be built upon the Android and iOS based platform.	<p>As per the RFP, Mobile Application is required for limited functionalities like file approval, file forwarding, file tracking, etc.</p> <p>So having this requirement into consideration, we recommend that the department requires COTS (Commercial Off the Shelf) based Enterprise Mobility framework so that officers can make the changes by just doing the configurations instead of writing/modifying the lines of code. The framework based mobile application will create the hybrid apps capable of running on multiple platforms like Android and iOS. Applications can be managed centrally, new applications can be added quickly, existing applications can be changed easily, etc. It will also provide advanced imaging features like compression of documents, Auto cropping, Auto orientation, perspective correction, noise removal, geo capture, etc.</p> <p>Please confirm.</p>	As per RFP
8.	Section 8.2.1.6, Page 61	Document Management system	<p>Document Management System (DMS) would be one of the most important system in this project because all the workflows like Dak Management, File Management, Court Case, RTI, etc would be highly document intensive and would require a robust Document Management System at the backend. There we recommend that the proposed DMS should have the below mentioned features:</p> <ul style="list-style-type: none"> • DMS should be scalable enough to manage millions of documents without effecting the performance of the system. • Categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder. • Web based rights management for granting user/group/role based access to various functionalities. • Server based Inbuilt Document Image Viewer for displaying image document without native viewer and stamping annotations on the documents like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc. <p>Please confirm.</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.

9.	Section 8.2.1.6, Page 61	Document Management system	<p>Since the Document Management System will be storing critical documents of department which needs to be archived for long term, we recommend the department should archive documents in PDF/A format with support for annotations (PDF/A is an open ISO standard for long term archival and is now becoming de-facto standard in most government projects. The benefits of using PDF/A is that it is independent of application and hardware, supports better compression and linearized based faster web view)</p> <p>Please confirm.</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.
10.	Section 8.2.1.5, Page 61	Record Room	<p>As mentioned in the RFP document, the record/files room will track the status of the files pending with various officers in the department. However, there needs to be a solution at place which also keeps track of the physical documents stored in the Record Rooms, centrally control auditing, expiration & retention policies, archival, retention and regulatory compliances.</p> <p>So, we recommend that the department requires the integrated Records Management System which has the below mentioned capabilities:</p> <ul style="list-style-type: none"> a. Capability to define retention policy, disposition policy etc b. Capability to capture details about the electronic as well physical records including warehouse location, box no etc. c. Capability to track Physical records movement d. Compliance with standards like DoD 5015.2, ISO 15489, VERS etc. <p>Please confirm.</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.

11.	Section 8.2.1.6, Page 61	Auto scanning of the documents and uploading of documents with metadata into the reference documents	<p>Scanning of physical documents and uploading the electronic documents into the Document Management System would require a strong and integrated capture solution. Therefore, we recommend that the scanning solution should have support for the following features :</p> <ul style="list-style-type: none"> • Both bulk and web scan capabilities • Automatic extraction of data using OCR • Automatic file and document separation using blank page separator, barcode separator and fix page • Automatic correction of parameters like improper resolution, format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc during scanning <p>Please confirm.</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.
12.	Section 8.2.1.6, Page 61	Scanning Location	Please provide clarity on the number of locations from where the scanning activity will be carried out.	Departments and Offices wherever they are located.
13.	Section 8.2.1.7, Page 62	Workflow Management System	<p>Workflow Management System is one of the most important requirement of this RFP. All the workflows mentioned in Core and Common modules will be configured over Workflow Management System. Therefore, the Workflow engine should be configurable in order to provide the flexibility in terms of making changes in the existing workflows, adding new workflows, changing routing rules, introducing new business rules, etc. So our recommendation is that the department needs COTS based Business Process Management (BPM) platform having the capabilities of graphically modeling the processes or workflows, in built Form designer, process simulator, configurable Business Activity Monitoring tool (Dashboards) and integrated Document Management System for storing documents.</p> <p>Please confirm.</p>	Bidders are free to propose any system using any technology that meets functional requirements mentioned in RFP, keeping in mind that the existing data also needs to be migrated.
14.	Section 8.2.2.1, Page 68	Assembly Questions	<p>As per our experience of working with the Government Organisations, Assembly Questions (AQ) management is one of the key administrative activity in the government departments. Therefore, we recommend that the department should have a Assembly Questions Management module based on BPM framework with the following features:</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.

			<ul style="list-style-type: none"> • Ability to record incoming Assembly Queries into the system. • Ability to upload the documents along with the queries. • Ability to route the Assembly Queries to different department users. • Ability to send the response of the queries to the department/ministry from where the query has been raised. <p>Please confirm.</p>	
15.	Section 8.2.2.2, Page 68	RTI Management	<p>As per our experience of working with the Government Organisations, RTI management is of the key administrative activity in the government departments. Therefore, we recommend that the department should have a RTI Management module based on Business Process Management platform with the following features:</p> <ul style="list-style-type: none"> • Ability to record incoming RTI queries into the system. • Ability to upload the documents along with the queries. • Ability to route the RTI queries to different department users. • Ability to send the response of the queries to the Applicant who had filed the RTI. • Ability to reopen old RTI request in case of First and Second RTI Appeal. 	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.
16.	Section 8.2.2.7, Page 70	Appointments and Meeting	<p>Appointments and meetings is a very frequently occurring activity in a government department. There are a lot of documents which are produced after each meeting which needs to be approved and circulated with various stakeholders. The meetings management workflow needs to be very flexible in order to accommodate the different processes followed in different types of meeting e.g. tender related meetings, procurement related meetings, etc.</p> <p>Therefore, we recommend that the department should have an Appointment and Meeting module based on Business Process Management and Document Management platform which would enable the system to manage the heavy documentation and different workflow needs of different committees.</p> <p>Please confirm.</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.

17.	Section 8.5, Page 74	Adherence to Standards	<p>We understand that Government of Odisha wants to upgrade the existing OSWAS to a next level and develop a system which is compliant with various industry standards specified in the RFP. Workflow Management and Document Management System are the most important components of the RFP based on which all the modules will be automated, but there are no standards mentioned for these two components.</p> <p>In order to get an Industry standards and best of the breed solution, we recommend to add industry level open standards as mentioned below: Document Management System- CMIS, WebDav, DoD 5015.02 Workflow Management System- BPMN, BPEL, WfMC.</p> <p>Please confirm.</p>	As per RFP. Bidders can propose additional features apart from what is being asked in functional scope.
18.	Page 2	Submission of Bid	Requesting you to please extend the date of submission at least for 7 working days from the present submission date i.e.06.02.2017 will be helpful and obliged.	Refer Corrigendum
19.	Section 4.4.3(3) - Page 18	Earnest Money Deposit(EMD)	<ol style="list-style-type: none"> 1. Failure of bidder to sign the contract containing mutually agreed terms and conditions shall be the deciding criteria for forfeiture of EMD. 2. Bidder will sign the Contract which contains mutually agreed terms and conditions. Any delay on this front shall not be taken as delay. Both parties are equally responsible for completing this task. 3. And if Client does not incline to accept any suggested changes by the Bidder then bidder shall have be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP. 4. If the Client has a system of issuing Purchase Order(PO)/Work Order(WO)/Letter of Intent(LOI) then such PO/WO/LOI issued by Bank shall not contain any unilateral terms and conditions or any legal terms and conditions. Such PO/WO/LOI shall in its content refer and apply the terms and conditions of the Proposal submitted by Bidder and mutually accepted terms. Bidder is not obliged to accept a PO/WO/LOI which contains unilateral legal terms and conditions and contains those terms which are not mutually agreed or onerous. In such an event the EMD shall not be forfeited and bidder cannot be penalized with penalties. 	Refer Revised clause.

20.	Section 7.5(b) - Page 35	<p>Norms Governing service delivery</p> <p>b) Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;</p>	Bidder will deliver services as per its Proposal and the standards specified in its proposal. Accepted industry standards commensurate with experience or generally accepted standards is a vague term and is not certain.	Standards mentioned in RFP (Section 8.5.1 - Page 75)
21.	Section 7.6 - Page 35	Fees and Payments	Clause protecting the timely payments by the client and the redressal mechanism for Bidder in case of delayed payments such as withholding the services till payments are made and late payment interest etc. need to be inserted under this clause.	Bidder may suggest. Which will be decided at the time of award of work.
22.	Section 7.7(b) - Page 35	<p>Audit</p> <p>b) Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.</p>	Source code of software specifically developed for Client under this Agreement will only be made available for audit. Source code of pre-existing software of the Bidder or its licensors (or) software of the third parties made available by the Bidder will not be provided and will be depended on the License Agreement with those third party licensors.	As revised IPR clause
23.	Section 7.8 - Page 36	Confidentiality	<ol style="list-style-type: none"> 1. Separate NDA is not required as the confidentiality is included in the Contract itself. 2. Protection required under this clause shall be given to the data/information of the Bidder as well. 3. This clause shall contain the standard exceptions to the confidentiality obligation 4. There shall be specific and certain duration limiting the period of applicability of the confidentiality obligation. 	Agreed. Confidentiality clause will be included in the contract and point no. 2, 3 and 4 will be addressed accordingly.
24.	Section 7.9 - Page 36	Force Majeure	Definition of Force Majeure need to be included	Agreed. Refer Corrigendum.
25.	Section 7.10 - Page 36	Dispute Resolution	<ol style="list-style-type: none"> 1. Arbitration shall be before a committee of members having the membership of both parties and appointed by both parties and not exclusively by and before the officers or committee of the OSWAS/Client. 2. In alternate the dispute shall be referred to a tribunal of three arbitrators, of which each party to appoint one and the umpire arbitrator will be appointed by the parties nominated arbitrators in accordance with Arbitration Act 1996. 	The provision of the Arbitration shall be made as per the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration

				proceeding shall be held in Bhubaneswar, Odisha or jurisdiction under Odisha High Court.
26.	Section 7.13 - Page 37	Intellectual Property rights(Source Code)	<p>1. Source code of software specifically developed for Client under this Agreement based on the information and data of client will only be made available after go live.</p> <p>2. Source code of pre-existing IPR in the software of the Bidder or its licensors (or) of the third parties will not be provided or escrowed under any circumstances.</p> <p>3. Full-fledged clause providing the protection for pre-existing IPR need to be included along with the Residual clause of IPR.</p>	Refer Corrigendum
27.	Section 7.14 - Page 37	Liquidated Damages	<p>1. Upper limit of penalty shall be limited to the percentage of fees of the delayed portion of services</p> <p>2. Also the Upper limit shall be limited to 5% of the fees of the delayed portion of the services.</p> <p>3. Liquidated Damages shall be applicable only for the failures or breaches caused by reason attributable to the Bidder and are not contributed by the Client by its acts or omissions and is not due to any event of force majeure.</p> <p>4. Client shall not withhold payments to be made to the Bidder</p> <p>5. LD need to be treated as exclusive remedy available to the Client in so far the delay or failure is concerned in exclusion of all other remedies.</p>	Refer Corrigendum
28.	Section 7.15 - Page 37	<p>Limitation of liability</p> <p>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>Loss of Data to be included in the disclaimer of indirect damages/losses.</p> <p>Maximum liability of the bidder for this project will be limited to the 10% of 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>	Refer Corrigendum
29.	Section 8.1.9 - Page 45	User Acceptance Testing (UAT)	This clause shall contain the Deemed Acceptance provision to ensure timely completion of the task. Also test cases and data need to be provided by the Client.	Yes

30.	Section 8.8 - Page 89	Payment Terms	This clause shall contain the mechanism to deal with the late payments by the Client. Such as Late Payment interest clause and withholding of services till such dues are cleared etc... Imposition of new taxes, additional taxes or increase in the existing taxes under the applicable laws by the appropriate authority shall be borne exclusively and paid by Client.	Taxes will be paid extra as per the rate prevalent at the time of billing.
31.	Section 8.10 - Page 90	Latest Version of source code	1. Only the source code of software specifically developed for the client based on its information and data will be provided. 2. Source code of the pre-existing IPR in a software will NOT be provided or escrowed, be it of TCS or of its licensors or of any third party used in providing the services under this agreement.	As per revised IPR Clause
32.	Section 8.12 - Page 92	Performance requirements Service Levels	This clause shall contain the standard exceptions for SLA's and also for uptime and downtime. Also the overall penalties under the Agreement/RFP shall not in any case exceed 1% of the Contract Value paid to the Bidder. A party which is responsible for delay need to be responsible for the consequences of the delay.	As per RFP.
33.	Section 9.5 - Page 116 Section 9.8 - Page 130	Technical Bid Cover Letter and Financial Bid Cover letter	Bidder Acceptance to terms and conditions of RFP is strictly subject to its Proposal. Proposal shall prevail over any other document issued by Client in so far the acceptability of the Bidder is concerned. Bidder will adhere to the assurances made by it in its Proposal. Bidders proposal is based on certain assumptions made by it in its Proposal.	Bidder may submit the clause in deviation which is to be mutually agreed by both the parties to be carry forward to the contract.
34.	Section 9.12 - Page 130	Performance Security	This FORM need to contain the standard clauses concerning the declaration of dues or no-dues by either parties to each other.	Will be decided after finalisation of tender
35.	General	General	NOTE: 1. Bidder will submit Deviation Sheet as part of its Proposal to the terms and conditions of the RFP. Bidder does not accept the form as it is given in the RFP. 2. Bidder will sign the Contract which contains the mutually agreed terms. And if Client does not incline to accept any suggested changes by the Bidder then bidder shall have be allowed to withdraw its bid and the EMD or any other security given by it shall not be forfeited and shall be returned within the regular time prescribed under the RFP.	Bidder to submit the clause in deviation which is to be mutually agreed by both the parties to be carry forward to the contract.

			<p>3. Bidder is a public limited company and is listed on the national and international stock exchanges and is subject to audit by the external auditors appointed by the regulatory authorities in India. In such scenario Bidder under the threat of forfeiture of EMD or black listing should not be forced to accept the unilateral conditions or those which have deleterious impact on its commercial business considerations.</p> <p>4. Bidder will give forehand all the deviations and suggestions in the format prescribed under the RFP. Bidder shall also be given right of rejection if the terms and conditions are not acceptable to it at any stage of the Bid/Contract. And EMD or bid security shall not be forfeited on any ground or under any circumstances.</p> <p>5. Bidder will adhere to the terms and conditions of its proposal. Bidder will endeavour to deliver services as specified and committed in its proposal. RFP may contain several other performance or delivery or product parameters which will apply only if Bidder has accepted them under its Proposal. Bidder will deliver its services or products to meet its proposal. Client shall choose a Bidder basing on its Proposal.</p> <p>6. If the Client has a system of issuing Purchase Order(PO)/Work Order(WO)/Letter of Intent(LOI) then such PO/WO/LO issued by Bank shall not contain any unilateral terms and conditions or any legal terms and conditions. Such PO/WO/LOI shall in its content refer and apply the terms and conditions of the Proposal submitted by Bidder and mutually accepted terms. Bidder is not obliged to accept a PO/WO/LOI which contains unilateral legal terms and conditions and contains those terms which are not mutually agreed or onerous. In such an event the EMD shall not be forfeited and bidder cannot be penalized with penalties.</p> <p>NOTE: Bidder reserves its right to submit full-fledged Deviation Sheet containing the revisions suggested by the Bidder and will submit it along with its Proposal for consideration by the client.</p>	
36.	Section Fact Sheet - Page 9 Section 4.6.2 - Page 22	Proposals/ Bids must remain valid 180 days from the date of opening of Commercial Bid. 4.6.2:	These two statements are different. We request the department to consider it as 180 days from the date of bid submission as commercial bid opening date may change though dates are indicated.	As per Corrigendum

		The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender		
37.	Section 4.4.3 - Page 18	A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.	We would request the department to permit us to submit deviations, if found necessary, in the final response which can further be discussed and finalised.	Agreed
38.	Section 6.3 - Page 33	Increase or decrease the quantity of the hardware items	Bidder understands that such change in quantity will be dealt with additional cost in case of increase in the quantity of the hardware items. Please confirm our understanding	Hardware items mentioned in Minimum BoM are mandatory for all bidders. Quantities will not be decreased in any case. Bidders can propose additional hardware items as per its solution, if required.
39.	Section 7.7(b) - Page 35	Audit a) The software and documents prepared for this project are subject to audit. The bidder should help OCAC during preparation of compliances of audit without any additional cost. b) Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand. c) All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.	Source code of software specifically developed for Client under this Agreement will only be made available for audit. Source code of pre-existing software of the Bidder or its licensors (or) software of the third parties made available by the Bidder will not be provided and will be depended on the License Agreement with those third party licensors.	As per revised IPR Clause
40.	Section 7.13 - Page 37	Intellectual Property Rights (Source Code) The source code of entire applications along with necessary documentations developed/customized for new	Th given IPR clause is not clear with respect to bespoke development done newly or pre-existing work for which the bidder holds IPR. In respect of the IP that bidder might old on pre-existinf work, please rephrase the clause as follows:	As per revised IPR Clause

		version OSWAS should be shared with OCAC/Govt. of Orissa after Go-live of the application.	Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services under this agreement, each party grants to the other party (and their subcontractors as necessary) a non-exclusive license to use, reproduce and modify 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, upon payment, the Implementation Agency/System Integrator should grant OCAC/Govt. of Odisha a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to OCAC as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. OCAC’s license to pre-existing work is conditioned upon its compliance with the terms of the Agreement to be signed under this RFP and the perpetual license applies solely to the pre-existing work that bidder leaves with OCAC at the conclusion of performance of the services.	
41.	Section 8.1.5 - Page 43	Integration with 3rd party Application and other e-Gov. applications English-Odia Dictionary	Please explain what is expected of english - odia dictionary. Please explain the use case here. Is it to help users who know only Odia to give inputs in English by translating odia text? We understand that users are allowed to give/ enter text in odia. Please confirm.	Bidder is supposed to provide Odia language input mechanism which will work universally without any client side application as well as standard templates.
42.	Section 8.1.5 - Page 43	Integration with 3rd party Application and other e-Gov. applications English-Odia Dictionary	Is it required to convert Odia to English? Please confirm if this is a typical use case.	In some cases, it may be required. OCAC will provide the dictionary and its APIs for integration.
43.	Section 8.1.5 - Page 43	Integration with 3rd party Application and other e-Gov. applications English-Odia Dictionary	Are we required to perform searches on Odia text?	In some cases, it may be required based on user requirement

44.	Section 8.1.5 - Page 43	Integration with 3rd party Application and other e-Gov. applications English-Odia Dictionary	Should searches return all records matching either languages?	In some cases, it may be required based on user requirement
45.	Section 8.1.9 - Page 46	User Acceptance Testing (UAT) and Go-Live After achieving following numbers of transactions, UAT and Go-live shall deemed to be declared.	This is an open statement because it uncertain when these many number of correspondences would occur. UAT and go-live cannot be mapped to such a condition. Hence request the department to keep successful UAT by TPA / Dept as criteria towards certifying go-live . And payment is mapped to go-live. This makes it risky to any bidder for payment realisation.	Refer Corrigendum
46.	Section 8.2 - Page 55	Functional Requirement: 14. Advanced Search Engine	Please give indicators of features required under advanced search engine.	Defined at Section 8.2.1.14
47.	Section 8.2.1.3 - Page 59	The cost of mobile app should be quoted separately in the price bid.	Where will these mobile apps be stored? Hope the department already has an appstore. Please confirm. Else who will bear the charges of mobile appstore? If bidder has to bear it, then the same will be added up with cost of mobile app in the commercials. Please confirm.	OCAC will bear the charges of mobile app store
48.	Section 8.7 - Page 88	Time Line & Tentative Deliverables	Please include training schedule also into the timeline. Also in the payment terms please include its payment as 100% upon successful delivery of training.	As per RFP
49.	Section 8.7 - Page 88	Procurement of Hardware/IT Infrastructure in 12 weeks	Getting hardware early in the cycle adds to maintenance cost, warranty period drain off and adding low / no value. Hence we request the department to let us install and commission the hardware as late as possible but before UAT and Golive.	As per RFP
50.	Section 8.8 - Page 90	The remaining 20% Cost of Application after functional audit by STQC or 3rd Party	Please confirm that STQC audit / TPA audit / any other audit 's cost will be borne by department	Yes. The cost of STQC/TPA audit will be borne by OCAC
51.	Section 9.9.5 - Page 133	Implementation Cost Implementation cost for 100 users beyond 6000 users	This is cost of implementing which component or which module? This is an open statement, and hence risky. Kindly avoid such line items in commercials or provide clear requirements to arrive at tentative cost. Or does it mean, what would be the APPLICATION cost of adding another 100 users to the entire OSWAS system?	All Modules. Yes
52.	Section 9.9.8 - Page 135	Cost for 6th and 7th Year	None of the OEMs' provide AMC quotes beyond 5 years. Hence please consider this outside this contract. Request to consider only 1+5 years at max.	The cost quoted for 6th and 7th year will not be taken into

				account during evaluation of commercial bid.
53.	Section 8.1.17 - Page 54	Establishment of BCP site	Please provide the RPO and RTO for the BCP Site	Bidders will propose.
54.	Section 8.1.17 - Page 54	Establishment of BCP site	What will be the process for announcing BCP and vice versa.	Decision will be taken jointly by SI and OCAC.
55.	Section 6.6 - Page 33	Performance Guarantee	We kindly request the department to allow us to give PBG as sliding PBG. ie we will give initial PBG for the implementation period and the second one just before the support period for the O&M period. This will provide the department with same performance guarantee while reducing the financial burden on the bidder. Kindly accept.	As per RFP
56.	Section 7.4 - Page 35	Scope of Work and Deliverables	Kindly define the acceptance criteria for all the deliverables	
57.	Section 7.4 - Page 35	Scope of Work and Deliverables	Kindly provide deemed acceptance time period; ie. What is the time period within which we can expect the department to provide feedback /acceptance notice upon submission of a deliverable? This is very important because further phases may be dependent on the deliverables from the current phase and progressing into the next phase will depend on the product delivered in the current phase . Hence kindly provide the deemed acceptance time period.	Deemed Acceptance will be decided during award of contract.
58.	Section 8.1.16 - Page 52	Key Personnel	We would request department to allow use to produce indicative CVs at this time and provide equal or better resources at the time of contract. We do not have dearth of resources and are committed to serve the department with the best resources; however blocking skilled people until the contract is signed , will affect overall productivity and efficient usage of resources. Hence the request. Please accept.	CVs are indicative.
59.	Section 8.1.17 - Page 54	Establishment of BCP site	For sync replication between the DC and BCP Site we assume that sufficient bandwidth (over OFC / other media) will be provided by the department upon bidder's recommendation.	Yes. Connectivity from DC to BCP is responsibility of OCAC
60.	Section 8.2.1.15 - Page 67	General Features Facility of OTP for features viz.,	If bidder has to bear the cost of SMS, How many SMS is envisaged for a month/ year?	SMS Gateway will be provided by OCAC.

		Allow multi factor authentication using OTP		
61.	Section 8.2.1.15 - Page 67	Facility to login using Biometric device i.e Finger print or Digital Signature	Does the dept already have finger print scanners? Should we procure them?	Optional Feature. Department will procure them.
62.	General	Bandwidth	We assume that the department will provide the required bandwidth upon recommendation by the bidder. Please confirm.	Yes
63.	Section 8.1.5 - Page 40	Integration with 3rd party Application and other e-Gov. applications	<p>Kindly provide the following details</p> <p>a) who will bourne SMS gateway and SMS cost. What is the SMS count expected per month b) Will the email gateway provided by department c) Will the department provide the SSL certificates d) Will department provide digital signatures</p> <p>Also any delay which is not attributable to TCS like the delay from other application provider or delay in requirement finalization by OCAC with other application should not affect the GO-LIVE process or hamper the payment milestones. Please confirm.</p>	<p>a) OCAC will provide SMS gateway and bear its cost. Depends on SI's solution. b) Yes c) Yes d) Yes</p> <p>Agreed.</p>
64.	Section 8.2.1.3 - Page 59 and Section 9.9.1 - Page 132	The cost of mobile app should be quoted separately in the price bid.	We suggest the price bid should have a separate section for all the optional or additional items. Request for consideration.	Already separate provision has been made for mobile apps at section-9.9.2 Cost of Core application & Data Migration
65.	Section 4.4.3 a - Page 18	Bidders shall submit, along with their Bids, EMD of ₹60,00,000/- (Rupees Sixty Lakhs only), 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.	Kindly clarify the EMD vadlity.	As per RFP.
66.	Section 5.1 - Page 24	Statutory Auditor's Certificate	It is recommended to accept annual report or CA certificate in lieu of SA certificate	Refer Corrigendum.

67.	Section 7.15 - Page 37	Limitation of Liability	Liability of TCS should not exceed 10% of contract value under this clause.	Refer Corrigendum
68.	Section 8.8 - Page 89	Payment Terms	It is recommended to change the payment terms as mentioned below - - 100% payment for Hardware and Software on delivery and Installation. - 100% payment for Implementation Services till Go-live - 100% payment of training cost upon completion of training - 100% payment for Data Migration upon completion of migration - Payment for Infra O&M as equated quarterly installment in Arrears - Payment for Services O&M as equated monthly installment in Arrears.	As per RFP
69.	General	General	There is no clause for transfer of ownership for H/W & S/W to customer. It is recommended that ownership of H/W, S/W and equipments shall be transferred to customer upon delivery.	Admin rights/root access/super user credentials MUST be shared with OCAC.
70.	General	General	Please confirm Is there any requirement to supply bandwidth under the scope of this tender ? If yes, it is recommended to exclude bandwidth from the scope as TCS can't sell the same.	No. Bandwidth will be provided as per the requirement.
71.	Section 5.1 - Page 25	Statutory Auditor's Certificate for Sales Turnover in System Integration	Kindly allow us to submit certificate from chartered accountant as majority of the times SA's decline to extract reports saying that it is not part of their work and hence SA certificate takes long time to get issued and also incurs cost.	Refer Corrigendum.
72.	Section 5.1 - Page 25	Statutory Auditor's Certificate for Net Worth	Kindly allow us to submit certificate from chartered accountant as majority of the times SA's decline to extract reports saying that it is not part of their work and hence SA certificate takes long time to get issued and also incurs cost.	Refer Corrigendum.
73.	Section 5.2 - Page 27	The Bidder should have at least 5,000 (five thousand) technically qualified professionals having minimum qualification of B.E/MCA or higher having 2 years of experience as on 31-12-2016 on its payroll.	The Bidder should have at least 50,000 (Fifty thousand) technically qualified professionals having minimum qualification of B.E/MCA or higher having 5 years of experience as on 31-12-2016 on its payroll.	As per RFP

74.	Section 5.2 - Page 27	Average Annual Turnover in last 3 years ending with March 2016 from IT/ICT and related services of last three years - Audited Balance Sheet and Statutory Auditor's Certificate	Kindly allow us to submit certificate from chartered accountant as majority of the times SA's decline to extract reports saying that it is not part of their work and hence SA certificate takes long time to get issued and also incurs cost.	Refer Corrigendum.
75.	Section 5.2 - Page 27	NetWorth (average 3 years)- Statutory Auditor's Certificate	Kindly allow us to submit certificate from chartered accountant as majority of the times SA's decline to extract reports saying that it is not part of their work and hence SA certificate takes long time to get issued and also incurs cost.	Refer Corrigendum.
76.	Section 8.1.16 - Page 52	The bidders have to furnish resumes of key personnel both supervisory and technical to be deployed during implementation, operation & maintenance.	As there are no marks assigned to the resources, kindly let us know if need to include CV's of resources as part of the response document.	As per RFP.
77.	Section 8.1.16 - Page 52	The bidder must demonstrate the availability and degree of commitment of personnel with technical expertise.	Kindly note that we will be providing sample CV's during bid response preparation time. Resources with higher or equivalent qualification and experiences will be made available once the contract is signed. This is because majority of our resources and billable and currently allocated in various projects.	CVs are indicative.
78.	Section 5.1 - Page 25	Average Annual Sales Turnover generated from services relating to System Integration during the last three financial years ending on 31.03.2016 (as per the last published Balance sheets), should be at least ₹300 Crores	Kindly modify as the Average Annual Sales Turnover generated from services relating to System Integration during the last three financial years ending on 31.03.2016 (as per the last published Balance sheets), should be at least 500 Crores	As per RFP.
79.	Section 4.4.3 - Page 18	The EMD may be forfeited: • In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.	Please relax this EMD forfeiture clause. Bidder will suggest the modifications/additions to be made in the RFP Terms and conditions in its proposal. Contract shall be signed based on the mutually agreed clauses	Refer Corrigendum
80.	Section 4.6.2 - Page 22	The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be 5 years from the date of agreement.	It will be difficult to keep the validity of price bid till 5 years as various OEMs will not provide quotation validity for 5 years. So please keep the validity of price bid till 180 days from the date of submission	Refer Corrigendum
81.	Section 6.3 - Page 32	Purchaser's Procurement Rights d. Increase or decrease the quantity of the hardware items e. Remove any of the item at the time	Please remove this clause as all our pricing and approvals are based on the specifications and quantities mentioned in the RFP. Hence the quantities of items cannot be changed at time of Award. Any requirement for increase in	Hardware items mentioned in Minimum BoM are mandatory for all bidders. Quantities

		of placement of order. f. Increase or decrease no. of resources supplied under this project.	quantities/scope will be addressed through Change Requests	will not be decreased in any case. Bidders can propose additional hardware items as per its solution.
82.	Section 6.6 - Page 33	Performance Guarantee	Please keep the PBG requirement as below: a. At the beginning of the Project PBG for the Implementation period should be required. b. At the beginning of the each yearly O&M period, PBG corresponding for that O&M year Project Value should be required. c. The PBG of each of the previous stages should be refunded before submission of next stage PBG	As per RFP
83.	Section 6.8 - Page 33	Failure to Agree with the Terms and Conditions of the RFP	Please relax this EMD/PBG forfeiture clause. Bidder will suggest the modifications/additions to be made in the RFP Terms and conditions in its proposal. Contract shall be signed based on the mutually agreed clauses	Bidder to submit the clause in deviation which is to be mutually agreed by both the parties to be carried forward to the contract.
84.	Section 8.1.11 - Page 50	Remote system management/administration from outside premises of Secretariat is not allowed	Please clarify the expectation from this condition.	System Administration from remote location is not allowed
85.	Section 8.1.14 - Page 52	100 man months are provisioned for such additional software enhancement services. The bidder/SI can raise claims under this head as per actual consumption of service duly approved by OCAC.	Bidder seeks clarification as to what will happen in case 100 man months are utilized/consumed.	As per change management process
86.	Section 8.2.1.3 - Page 59	Mobile Apps should be developed with limited functionalities for the tracking of the file / Forwarding of the File and Approval of File and integrated with the OSWAS for real time tracking and should be built upon the Android and iOS based platform	Bidder seeks clarification if mobile app is mandatory or mobile browser access/interface can suffice as well. We understand that this application is touted to be an intranet based application. Hence we request to share scope and access methodology of mobile applications.	It is mobile based application. However, the application should be responsive browser interface.
87.	Section 8.2.1.2 - Page 56	Scanned Dak should either be stored in PDF / PNG / JPG / TIFF / BMP format along with OCR capability to search within the documents	Bidder understands that OCR capable scanners are available with OCAC. Please confirm or clarify accordingly.	OCR capable scanners will be provided (if un-available)

88.	Section 8.2.1.4 & Page 59	Provision to add notings through Digital Writing Pad	Bidder understands that procurement of Digital Writing pad is not in scope of this contract and the same if need be will be procured by OCAC. Please confirm or clarify accordingly.	It is an optional feature.
89.	Section 8.2.1.4 & Page 59	Provision to sign the notings with Aadhaar based e-sign or Digital Signature	Bidder understands that digital signatures or e sign will be provisioned by OCAC. Please confirm or clarify accordingly.	Yes. It will be provisioned by OCAC.
90.	Section 8.12.1 & Page 92	Delay beyond 15 calendar days = 0.05% of the cost of core & common application + 0.01% of the cost of core & common application for each day of further delay beyond 15 days from the date of commencement of contract.	Bidder understands that term delay used here is delay solely attributed to bidder. Please confirm or clarify accordingly	Yes. Term 'Delay' referred here is for bidders
91.	Section 8.4 - Page 73	The system shall accommodate 6000 active users with 10% concurrent session. After achieving 6000 active users, only cost of implementation (like user configuration, master data configuration, work flow channel, etc) will be paid for every 100 extra users.	Please clarify whether the users post 6000 mark are department users or users of any other related offices viz., HoD. This is required for designing optimum solution and technical architecture.	It may be any Government of Odisha Offices for which additional cost of 100 users to be taken as base.
92.	Section 8.1.13 - Page 51	To start with the bidder has to initially deploy 10 Handholding Support Assistants (HSA). To provide working assistance to very senior officials (such as Ministers, Secretaries etc.) at Secretariat, OCAC, OSDMA and DG Vigilance Office, the bidder has to deploy 5 Handholding Support Engineers (HSE).	Considering the coverage of the application and geography, we suggest a proper distribution of support resources among the departments with 2:1 ratio for Department: Support Associate and consider 3:1 ratio for HSA:HSE.	As per RFP.
93.	Section 8.6.1.13 - Page 88	The bidder is free to quote any systems software like database, application server, antivirus, Enterprise Management Server(EMS) etc. as per the requirement of their proposed solution. Bidder is also free to implement Free and open-source software (FOSS).	We suggest that enterprise version of relevant EMS tool be allowed in this bid, spanning all required SLA metrics.	Bidders are free to propose any solution that meet SLA metrics
94.	Section 8.12.5 - Page 101	Help Desk Service	We suggest that enterprise version of relevant helpdesk tool be allowed in this bid, spanning all required SLA metrics.	Bidders are free to propose any solution

				that meet helpdesk metrics
95.	Section 8.2.1.15 - Page 67	the license of web based Unicode font will be provided by bidder	We suggest that the purchaser procures and provides the unicode font component to the bidders. As it is a regional language, its better to finalize the same at OCAC end. Please acknowledge.	Bidder will propose as per their solution
96.	Section 8.1.5 - Page 42	SSL Implementation	We assume, purchaser will provide necessary SSL utilities and perform domain registration. Renewal and maintenance of SSL component will be purchaser's responsibility. Please confirm.	It is OCAC's responsibility
97.	Section 8.1.5 - Page 42	Integration with 3rd party Application and other e-Gov. applications	Please Identify the list of applications that will be integrated from the go live period. Also, kindly provide us the technical specification and functional scope regarding this. So that we can have an effort based calculation to arrive at a commercial value. Please acknowledge.	Below mentioned applications are minimum required for announcing Go-Live : - eDespatch - SMS - Email - SSL - Digital Signature Details will be provided during Implementation phase.
98.	Section 8.1.7 - Page 43	The selected bidder, after deployment OSWAS, shall request for sign-off by OCAC through its TPA agency.	We assume the cost of TPA, required tools (if any), logistics and any other operations will be supervised by purchaser and the cost will be beared by the purchaser. Also TPA to be onboarded before the contract signing with the bidder. Please confirm.	Agreed
99.	Section 8.1.9 - Page 45	After incorporations of the suggestions made by the Committee/OCAC, the selected bidder have to host the Beta version of each module in production environment which will be implemented in any 5 (five) departments (or other offices like OSDMA, OCAC or DG Vigilance). After achieving following numbers of transactions, UAT and Go-live shall deemed to be declared.	We suggest application to be hosted in staging environment prior to Go-Live. All transactions to be done in staging environment. The indicated 5 departments should be communicated to the bidder and mutually agreed upon prior to contract signing.	Application will be hosted in staging environment prior to GoLive. Department users, Evaluation Committee members and TPA personnel will test the application in staging environment.

100.	Section 8.1.10 - Page 48	Training	We assume that application training to be started after UAT Sign-Off	Bidders will propose training plan in RFP response.
101.	Section 8.2.12 -Page 95	Availability of EMS at the active site. (DC site only)	To ensure availability of EMS at active site, we require another EMS service to monitor it. It basically has a cyclic dependency which we don't recommend. Purchaser may drop this clause as we are already having Application uptime clause.	Clause has been deleted. Refer Corrigendum
102.	Section 8.1.11 - Page 49	Application support and maintenance with enhancements as per requirement of Govt. of Odisha from time to time.	Bidder understands that any enhancements apart from the scope of work or signed off SRS will be treated through change management procedure , please confirm our understandings.	Agreed
103.	Section 8.4 - Page 74	The system shall support e-mail, SMS and fax integration	We understand that the required SDK for the integration with the Fax would be provided by OCAC. Also there may be lack of Fax machine in some of the departments and hence we suggest OCAC to not consider fax integration and that due to this the UAT and GO LIVE of the application should not be hindered. Please confirm. It is expected that OCAC will provide the SMS Gateway and Email Server for the integration with proposed OSWAS solution. Please confirm on understanding	SMS and Email gateway will be provided. Fax integration is optional.
104.	Section 8.2.1.4 - Page 59	Provision to add notings through Digital Writing Pad.	We understand that the procurement of the Digital Writing Pad and Digital Signature will be carried out by OCAC and distributed to all. Also SDK will be provided to bidder for integration. Please confirm on understanding.	This is an optional feature
105.	Section 8.2.1.2 - Page 56	The solution should be integrated with the scanner and all the Physical Daks received by department should be scanned and uploaded with the Meta Data into the system. It will be an integrated solution with scanner of Department for scanning of the incoming Physical Daks within the Department.	It is assumed that the OEM of the scanner will provide the SDK for the integration with the proposed OSWAS solution. Please confirm. Also, clarify whether the scanner will be of same OEM or different. Please confirm on understanding. We understand that this will not be the part of the evaluation criteria please confirm.	This is an optional feature. OCAC will provide SDK.
106.	Section 8.6.1.3 - Page 82	Blade Enclosure	Blade Enclosure heading is there but the Chassis specification is missing. Please confirm.	Refer Corrigendum