

**RFP FOR SELECTION OF THIRD PARTY AUDITOR (TPA) FOR “ODISHA SECRETARIAT
WORKFLOW AUTOMATION SYSTEM VERSION 2.0 (OSWAS V2.0)” FOR A PERIOD OF 5 YEARS
(RFP Reference No: OCAC-SEGP-RES-0003-2017-RFP-17041)**

Corrigendum

SL#	Clause No	Existing Clause	Revised Clause
1.	Section 5.1 (c) & Page no.22 (Prequalification Criteria)	Prequalification Criteria (c)Turnover: The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than INR 20 crore in last 3 years - ending at March 31, 2017	Prequalification Criteria (c)Turnover: The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than INR 20 crore in last 3 years - ending at March 31, 2016
2.	Section 5.1 (d) & Page no.22	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.	Prequalification Criteria (General Bid) (d) Net worth: The bidder should have been profitable at least two years out of the three financial years.
3.	Section : 5.1 (e) Certification	The bidder must have ISO 27001 and ISO 9001-2013 Certification	The Firm or member firm should have ISO 9001:2013 or ISO 27000 or ISO 27001:2013
4.	Section 5.1 (f) & Page no.22	Prequalification Criteria (f) Technical Capability: Document/ Information to be submitted with proposal Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate	Prequalification Criteria (f) Technical Capability: Document/ Information to be submitted with proposal Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ <u>Authorised Signatory</u>); OR Work Order + Phase Completion Certificate
5.	Section 5.2 (c) & Page no.24	Technical Evaluation Criteria: Financial & Resource Strength: (c) documentary evidence Letter from HR / Director	Technical Evaluation Criteria: Financial & Resource Strength: (c) documentary evidence Letter from HR / Director/ <u>Authorised Signatory</u>
6.	Section 5.2 & Page no.23	Technical Evaluation Criteria (Average Annual Turnover in last 3 years ending with March 2017 from IT Consulting/IT Audit services	Technical Evaluation Criteria (Average Annual Turnover in last 3 years ending with <u>March 2016</u> from IT Consulting/IT Audit services
7.	Section 5.2 & Page no.24	Previous experience and expertise (documentary proof) Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate	Previous experience and expertise (documentary proof) Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ <u>Authorised Signatory</u>); OR Work Order + Phase Completion Certificate

8.	Section 5.2 (h) & Page no.24	Audit experience of bidder for any Application Software/Web based application Implementation in Govt. sector/Autonomous Body/PSU/Banks in India (Minimum order value should be ₹20 Lakh)	Audit experience of bidder for any Application Software/Web based application Implementation in Govt. sector/Autonomous Body/PSU/Banks in India (Minimum order value should be ₹5 Lakh)
9.	Page No. 24 5.2 Technical Evaluation Criteria pt. (e)	Quality Certification of Bidder Copy of Certificates - CMMI- 5 - 2 Mark - ISO 9001 – 1 Mark - ISO 27001 – 1Mark - CERT-in empanelled - 1 Mark	Quality Certification of Bidder or its member firm -Copy of Certificates - CMMI- 5 - 2 Mark - ISO 9001 – 1 Mark - ISO 27001 – 1Mark - CERT-in empanelled - 1 Mark
10.	Section 5.2.1 & Page no.25	<u>Scope of Technical Presentation</u> SI .1 Min. 2 Case Studies on Web Enabled Application TPA experience	<u>Scope of Technical Presentation</u> SI .1 Min. <u>one</u> Case Studies on Web Enabled Application TPA experience. (other points remain same)
11.	Section 5 & Page no 21	<u>Criteria for Evaluation</u> 3 rd para – ... Bidders securing a minimum of 80% marks in the technical evaluation will only be considered for further financial bid evaluation....	<u>Criteria for Evaluation</u> 3 rd para – ... Bidders securing a minimum of 70% marks in the technical evaluation will only be considered for further financial bid evaluation....
12.	Section 5.2 & Page No. 25	<u>Technical Evaluation Criteria</u> Point No. (a) All the bidders who secure a Technical Score of 80% or more will be declared as technically qualified.	Point No. (a) All the bidders who secure a Technical Score of <u>70%</u> or more will be declared as technically qualified.
13.	Clarification relating to TAX		The bidder should quote the rate exclusive of the taxes. The taxes and their rates should be precisely mentioned in the financial bid.
14.	Clarification about OSWAS Application		OSWAS is an intranet based application and restricted within the Secretariat Local Area Network. However, It can be accessed by authorised users only, outside the Secretariat LAN through the VPN.
15.	Section 8.8 & Page no. 38	Vulnerability Assessment & Penetration Testing (VA/PT) <u>Bullet point 1.</u> The TPA shall perform a vulnerability assessment once in six months targeting specified assets by performing exercise from the perspective of an unauthenticated user. <u>Bullet Point 5</u> Audit to be done in compliance to ISO 27001 Standard	Vulnerability Assessment & Penetration Testing (VA/PT) <u>Bullet point 1.</u> The TPA shall perform a vulnerability assessment once in six months targeting the software application and specified assets by performing exercise from the perspective of an unauthenticated user. Apart from network equipment, VAPT will be done in Production servers. However, audit of software application will be done in staging servers. <u>Bullet Point 5</u> This point has been deleted Apart from above two bullet points, other bullet points remain same.

			Functional Testing of Software Enhancement Service
16.	Section 8.12 & Page no. 40	Functional Testing of Software Enhancement Service Second paragraph - ...The bidder have to quote for 50 man-month rate for this purpose initially....	Second paragraph ...The bidder have to quote for 1 (one) man-month rate for this purpose initially.... Clarification - Functional audit of software enhancement service includes functional testing and security audit of the module developed.
17.	Section 8.14 & Page no. 42	Note: The OCAC shall have right to request any customized report to TPA as per requirement in any frequency.	Note : Any new report (other than reports agreed) will be treated as change request and the payment will be made as per man-months mentioned in auditing of software enhancement service.
18.	Section 8.16 & Page no. 43	Service Level Agreement and Penalty for Default in Delivery	Service Level Agreement and Penalty for Default in Delivery – Revised timeline and penalty given below
19.	Section 8.16.1 & Page no. 45	8.16.1 In case of non-satisfactory performance or poor quality of report, an additional penalty of up to 5% of the invoice value for the respective QGR/ phases	8.16.1 clause has been deleted
20.	Section 8.16.3 & Page no. 45	8.16.3 - The above penalty will be imposed on the respective payment mile stones and maximum penalty capping is 15% of the amount due for respective payment milestone.	8.16.3 - The above penalty will be imposed on the respective payment mile stones and maximum penalty capping is 10% of the amount due for respective payment milestone.
21.	Section 9.16 & Page 67	Commercial Bid	Revised Commercial bid attached below

Revised Clause

8.16 Service Level Agreement and Penalty for Default in Delivery

The SLA parameters shall be measured on a weekly/monthly/quarterly/Yearly basis as per the individual SLA parameter requirements as mentioned below.

Audit Area	Periodicity	Timeline of report submission	Penalty for non-performance
Audit Framework	One time activity (subject to annual review, it would be reviewed internally and need to be updated for new checkpoints etc.	Within 8 Weeks from issue of work order.	0.5% penalty for every week of delay up to 4 weeks after that 1% penalty per week.

Audit Area	Periodicity	Timeline of report submission	Penalty for non-performance
Data Migration Audit	One time activity	Within 3 weeks after data migration done by SI	0.5% penalty for every week of delay up to 2 weeks after that 1% penalty per week.
Functional Testing	One Time activity	Within 16 weeks from the UAT of application/as asked by OCAC. For audit of software enhancement done by SI- as and when required based on Change request.	1% penalty for every week of delay up to 8 weeks after that 2% penalty per week.
Infrastructure Audit	Two times	Within 12 weeks from the submission and acceptance of audit framework. Next audit- within 8 weeks from the completion of 4 th year from the date of engagement.	0.5% penalty for every week of delay up to 6 weeks after that 1% penalty per week.
Vulnerability Assessment	Half yearly	Within 6 weeks of completion of each half-year	0.5% penalty for every week of delay up to 6 weeks after that 1% penalty per week.
Operation & Maintenance Audit	Quarterly	Within 2 weeks of completion of respective quarter	0.5% penalty for every week of delay up to 6 weeks after that 1% penalty per week.
SLA Monitoring Audit	Quarterly	Within 2 weeks of completion of quarter	0.5% penalty for every week of delay up to 6 weeks after that 1% penalty per week.
Helpdesk Support Audit	Quarterly	Within 2 weeks of completion of quarter	0.5% penalty for every week of delay up to 6 weeks after that 1% penalty per week.
User Feedback Survey	Yearly	Within 12 weeks of completion of year	0.5% penalty for every week of delay up to 6 weeks after that 1% penalty per week.

Audit Area	Periodicity	Timeline of report submission	Penalty for non-performance
Software Enhancement Service Audit	On need basis as highlighted by OCAC	As per requirement	
Exit management Audit	One time (after completion of 3 rd year)	Within 12 weeks of completion of the 3 rd year	0.5% penalty for every week of delay up to 8 weeks after that 2% penalty per week.

9.16 Commercial Bid (Revised) (In company letterhead)

Put seal and signature in each page of the commercial bid.

1.4.1 Cost of IT Auditing Services

SL#	Audit Area/Description	Periodicity	Total Count	Unit Cost	Total Cost
(A)	(B)	(C)	(D)	(E)	(F) = D x E
1.	Audit Framework	One time activity	1 time		
2.	Data Migration Audit	One time activity	1 time		
3.	Functional Testing	One Time activity	1 time		
4.	Infrastructure Audit	Two times	2 times		
5.	Vulnerability Assessment (both application and network)	Half yearly	10 times		
6.	Operation & Maintenance Audit	Quarterly	20 times		
7.	SLA Monitoring Audit	Quarterly	20 times		
8.	Helpdesk Support Audit	Quarterly	20 times		
9.	User Feedback Survey	Yearly	5 times		
10.	Software Enhancement Service Audit (rate to be quoted for one man month)	On need basis as highlighted by OCAC	Rate for one man-month		
11.	Exit management Audit	One time (after completion of 3 rd year)	1 time		

SL#	Audit Area/Description	Periodicity	Total Count	Unit Cost	Total Cost
(A)	(B)	(C)	(D)	(E)	(F) = D x E
12.	Any other cost (Bidder may specify)				
	Sub Total				
	GST (Specify SGST/IGST/CGST separately)				
	Grand Total				
	Grand Total in Words : _____				

Note : The bidder having Lowest quote in Grand total will be awarded the work.

1.4.2 Additional cost of server licensing for VA/PT

SL#	Audit Area/Description	Unit Cost per IP (excluding tax)
(A)	(B)	(C)
1.	Additional cost of licensing per IP for VA/PT	

(The above cost will not be included in commercial evaluation)

1.4.3 Cost of IT Auditing Services for 6th and 7th year

SL#	Audit Area/Description	Periodicity	Unit Cost (Excluding Tax)
(A)	(B)	(C)	(E)
1.	Vulnerability Assessment (both application and network)	Half yearly	
2.	Operation & Maintenance Audit	Quarterly	
3.	SLA Monitoring Audit	Quarterly	
4.	Helpdesk Support Audit	Quarterly	

(The above cost will not be included in commercial evaluation)

Revised Tender Schedule

SL#	Event	Date & Time
1	Last Date and Time for submission of proposals	By 2:00 PM of 06.12.2017
2	Opening of General and Technical Bids	06.12.2017 at 4 PM
3	Technical presentation	08.12.2017 at 11 AM onwards
4	Opening of Commercial Bids	08.12.2017 at 1 PM

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.	5.2 Technical Evaluation Criteria, Page No. 24	d) Presence of bidder in Odisha - Documentary Proof like lease agreement or trade license etc.- Presence in Odisha : marks 5	Request you to kindly remove the point. We are working in Odisha for multiple projects and we have presence but office at Odisha as marking criteria does not seem to be a qualitative marking criteria.	As per RFP
2.	5.2 Technical Evaluation Criteria, Page No. 24	i) Technical Presentation - (Technical Presentation to be made as specified at Clause – 5.2.1) : Technical Proposal & Presentation	Too subjective. Request you kindly provide breakup marking for Technical Proposal and Presentation separately and also breakup can be given for Technical presentation	Mentioned in the Clause no. 5.2.1 of RFP on “Technical Presentation”
3.	8.6 Infrastructure Audit	TPA shall undertake audit for physical and IT infrastructure supplied by SI and deployed as per the system architecture proposed (which includes DC and BCP site).	Where is the BCP site? Who needs to bear the cost of travel for physical verification of components at BCP site?	Cost of travel to be borne by bidder. BCP site is located at State Data Centre, Bhubaneswar. The distance between DC and BCP is about 5KM.
4.	8.14 Deliverables for TPA and Periodicity, Page No. 41	Infrastructure Audit:- Infrastructure Inspection report including executive summary, checklist and compliances. - Frequency: Two times	Is it two times during the entire tenure of the contract or two times per year?	Yes, it is only two times in entire duration of project.
5.	8.14 Deliverables for TPA and Periodicity, Page No. 41	Software Enhancement Service Audit: Application Functional assessment report with executive summary and detail observations - On need basis as highlighted by OCAC	Request you to kindly specify the maximum limit / frequency of such audit. This is required for cost estimation. And additional audit can be carried out after raising a change request. Please clarify.	As Change Request in the software application is unknown at this stage, it is not possible to mention quantum of functional audit to be conducted under Software Enhancement Service Audit:

6.	Section 4.5.4 (a) & Page no.16	<p>(a)The bidders should submit their responses as per the format given in this RFP in the following manner</p> <ul style="list-style-type: none"> • Response to Pre-Qualification Criterion : (1 Original in hard copy+ 1 CD) in first envelope • Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope • Commercial Proposal - (1 Original in hard copy) in third envelope 	We would request OCAC to kindly clarify that through which envelope the EMD and tender fee needs to be submitted.	EMD and tender fee should be submitted in Pre-Qualification/General bid envelope.
7.	Section 4.6.3 & Page no.18	<p>Last Date & Time of Submission 20.11.2017 by 2 P.M</p>	We request OCAC to extend the bid submission date by 21 days from the publication of corrigendum/responses to the pre-bid queries and allow submission time till 5 PM.	See the revised date in Corrigendum
8.	Section 5 & Page no. 21	<p>Criteria for Evaluation Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system i.e. the bidder who have quoted lowest total quote (i.e. Lowest quote in Grand Total column in Commercial bid) will be awarded the work</p>	We understand that extremely good technical skills are required to execute this kind of critical engagement. Since OSWAS V2.0 is a critical application of the state and as per our experiences of auditing similar engagements, we propose the selection process of TPA may kindly be done through Quality-cum-Cost Based Selection (QCBS) 80:20 process and bidders with good technical skills should be encouraged.	As per RFP
9.	Section 5.1 (c) & Page no.22	<p>Prequalification Criteria (c)Turnover: The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than INR 20 crore in last 3 years - ending at March 31, 2017</p>	Audited balance sheet till March 2017 are not yet published for our organization due to recent change in tax structure and GST implementation. Hence, we request OCAC to please amend the clause and allow firms to submit balance sheet of last 3 years ending at March 31, 2016.	See the revised clause in corrigendum

10.	Section 5.1 (d) & Page no.22	<p>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.</p>		See the revised clause in corrigendum
11.	Section 5.1 (f) & Page no.22	<p>Prequalification Criteria (f) Technical Capability: Document/ Information to be submitted with proposal Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate</p>	<p>Since Statutory auditor mostly does not certify individual project details and values , hence we request OCAC to also allow submission of documents as per the below details also:</p> <p>Work Order/Contract copy + self-certificate of completion/ongoing project (certified by authorized signatory).</p>	See the revised clause in corrigendum
12.	Section 5.1 (i) & Page no.23	(i) Black Listing: Document :- Annexure - Self Declaration (at Clause 9.2)	We request OCAC to allow firms to submit the self declaration in firm's own.	As per RFP
13.	Section 5.2 (c) & Page no.24	<p>Technical Evaluation Criteria: Financial & Resource Strength: (c) documentary evidence Letter from HR / Director</p>	We request OCAC to allow the bidder to submit the letter from HR/ authorized signatory.	See the revised clause in corrigendum
14.	Section 5.2 (d) & Page no.24	<p>Technical Evaluation Criteria: Financial & Resource Strength: (d) Marks Presence in Odisha</p>	We understand that OCAC has invited only Cert-In empanelled auditors to participate in the bid. However, most of the Cert-In empanelled auditor does not have a local presence in Odisha. Hence, we would request OCAC to remove this clause to allow wider participation in this tender.	As per RFP

15.	Section 5.2 (g) & Page no.24	Auditing Experience of any Workflow Automation system in any Govt/PSU/Autonomous body/Banks in India	Request OCAC to amend the clause as below, "Consulting/ audit experience of any Workflow Automation system in any Govt/PSU/Autonomous body in India "	As per RFP
16.	Section 5.2.1 & Page no. 25	Technical Presentation: Scope of Technical Presentation: 1. Min. 2 Case Studies on Web Enabled Application TPA experience	Request OCAC to kindly revise the scope for serial no.1: as below, "Min.2 Case Studies on Application Software/Web based application TPA experience"	See the revised clause in corrigendum (one case study)
17.	Section 5.3 (b) & Page no. 26	Evaluation of Financial Bid: (b) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.	In section 4.5.3, page no. 8 of the RFP, it is mentioned that the bidder should quote price in Indian Rupees only and the offered price must be exclusive of taxes and duties. Also in section 8.19,page no. 46 it is mentioned that all tax, cess (excluding any income tax) (by whatsoever name called) etc. will be paid extra as per the rate prevalent at the time of billing. In this clause it is mentioned that "The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees" which is different than what is mentioned across different sections in the RFP as cited above. Request OCAC to kindly allow evaluation of the final bid as per Section 4.5.3 of the RFP "The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates."	See the revised clause in corrigendum

18.	Section 7.7 (a) & Page no. 31	<p>Audit</p> <p>a) The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.</p> <p>b) All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.</p> <p>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.</p>	<p>We request OCAC to add the following at the end of the para -</p> <p>"The audit conducted shall be restricted to the physical files of this Agreement only and shall be subject to client agreeing to maintain confidentiality of these documents. If any third parties are employed by the client to conduct audit, client shall ensure that such third parties are not be a competitor of EY and shall agree to confidential obligations with EY. Further the right to audit shall be available to the client during the period of this Agreement alone."</p>	As per RFP
19.	Section 7.8 & Page no. 31	<p>Confidentiality</p> <p>Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to OCAC/Departmental data, wherever applicable. If required, the bidder will sign a Non-Disclosure Agreement (NDA) with OCAC/ other stakeholders of project.</p>	<p>We request OCAC to add the following at the end of the para -</p> <p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (b) was known to the receiving party at the time of disclosure or is thereafter created independently, (c) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (d) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3</p>	As per RFP

			years from the date of termination of this Agreement."	
20.	Section 8.4 & Page no. 34	Functional Audit	For effort estimation, we would request OCAC to kindly confirm if sampling audit be allowed for functional audit or the TPA need to perform audit for 100% of functionalities.	TPA need to perform audit for 100% of functionalities.
21.	Section 8.5 & Page no. 36	Data migration TPA is expected to liaison with the SI to gain knowledge in the migration strategy, plan the migration methodology and the tool used for the migration process and is required to review the activities pointing out the deficiencies in the early stages itself to plug in the deficiencies noted.	We understand , TPA would be required to review the migration methodology and tools used for migration process, and not prepare the methodology since the same is the scope of work of the SI. Kindly confirm our understanding.	SI will prepare the methodology and do the data migration.
22.	Section 8.5 & Page no. 36	Data migration The bidder is expected to verify and review the error logs pertaining to the pre migration/migration/post migration period and must liaison with the SI and make available to OCAC for review on the root cause analysis and the actions taken.	We understand that SI would be responsible for preparing the Root Cause Analysis (RCA) for any error/ incident and TPA would be required to review the RCA, kindly confirm our understanding. We request OCAC to provide details on the quantum of data record that needs to be migrated. This will help us to understand the scope of work for this section more efficiently and do a proper effort estimation.	SI would be responsible for preparing the Root Cause Analysis (RCA) for any error/ incident and TPA would be required to review the RCA Volume of data will be migrated – about 4 TB. Data migration will be done from Oracle 11g to Mysql database.

23.	Section 8.8 & Page no. 38	<p>Vulnerability Assessment & Penetration Testing (VA/PT): The TPA shall perform a vulnerability assessment once in six months targeting specified assets by performing exercise from the perspective of an unauthenticated user. The test carried out should be non-intrusive and non-destructive.</p>	<p>We understand that the TPA shall perform vulnerability assessment and penetration testing once in six months targeting specified assets. We would request OCAC to share the specified asset list/ number of IT devices that need to be considered for VA/PT exercise.</p> <p>Also request OCAC to clarify whether it is only network VA/PT or it is also application VA/PT that's needs to be considered under this scope. It will help us to prepare the price quotation for "vulnerability assessment and penetration testing" section efficiently.</p>	VA/PT will also be done for application. Asset list is already provided at clause no. 10.5 of RFP
24.	Section 8.8 & Page no. 38	<p>Vulnerability Assessment & Penetration Testing (VA/PT): Audit to be done in compliance to ISO 27001 Standard</p>	VA/PT is not done in compliance to ISO 27001, hence the same is requested to be deleted to avoid any ambiguity in the Scope of Work of the TPA activities.	This point has been deleted
25.	Section 8.12 & Page no. 40	<p>Functional Testing of Software Enhancement Service</p>	<p>The scope of work under the functional testing of software enhancement service is not mentioned in the RFP. Request OCAC to explain the activities that need to be performed by TPA for functional testing of software enhancement service.</p> <p>We request OCAC to also clarify whether the application security audit is also a part of this functional testing of software enhancement service activity.</p> <p>We understand functional testing of software enhancement service is not a part of the present scope and is an optional service which may be or may not be required by the TPA to be performed. We request OCAC that limitation of liability and PBG value of the selected bidder should exclude the cost provisioned for</p>	Functional audit of software enhancement service includes functional testing and security audit of the module developed. However, the functional audit of "Software enhancement service" will be as per future requirement. The payment will be made as per agreed effort estimate on the basis of man-month required. Hence, the bidder have to quote rate for one man-month in financial bid for this purpose which will be

			this activity in "Commercial Bid " Cost of IT Auditing Services - Software Enhancement Service Audit".	included in commercial bid evaluation.
26.	Section 8.14 & Page no. 42	Note: The OCAC shall have right to request any customized report to TPA as per requirement in any frequency.	Since those reports will also include an effort, will those additional reports be covered as part of change management request and TPA be paid for the same. Request OCAC to consider this understanding.	Any new report (other than reports agreed) will be treated as change request and the payment will be made as per man-months mentioned in auditing of software enhancement service.
27.	Section 8.16 & Page no. 43	<p>Service Level Agreement and Penalty for Default in Delivery</p> <p>Audit Framework: Within 4 Weeks from issue of work order</p> <p>Data Migration Audit: Within one week after data migration done by SI</p> <p>Functional Testing: Within 12 weeks from the UAT of application/as asked by OCAC.</p> <p>For audit of</p> <p>Infrastructure Audit: Within 8 weeks from the submission and acceptance of audit framework. Next audit- within 8 weeks from the completion of 4th year from the date of engagement</p> <p>Vulnerability Assessment: Within 4 weeks of completion of each half-year</p> <p>Operation & Maintenance Audit: Within 1 weeks of completion of respective quarter</p> <p>SLA Monitoring Audit: Within 1 week of completion of quarter</p>	<p>Scheduled timeline of report submission for Audit Framework, Data Migration Audit, Data Migration Audit, Functional Testing, Vulnerability Assessment, Operation & Maintenance Audit, SLA Monitoring Audit, and Helpdesk Support Audit look too optimistic for such a critical project. Schedule timelines for such critical projects should be in line with other critical TPA engagements in Government sectors like SWAN, SDC etc. We request OCAC to revise the clause and change the delivery time line as per below request:</p> <ol style="list-style-type: none"> 1. Audit Framework: "Within 12 Weeks from issue of work order" as 4 weeks is too less for such a complex project 2. Data Migration Audit: "Within 12 week after data migration done by SI", one week is too less for such a complex project 3. Functional Testing: "Within 24 weeks from the UAT of application/as asked by OCAC" 	See the revised timeline in corrigendum

		<p>Helpdesk Support Audit: Within 1 week of completion of quarter</p>	<p>4. Infrastructure Audit: "Infrastructure Audit within 12 weeks from the submission and acceptance of audit framework" as 8 weeks is less for such a complex project. 5. Vulnerability Assessment: "Within 6 weeks of completion of each half-year" as 4 weeks is too less for such a complex project 6. Operation & Maintenance Audit: "Within 4 weeks of completion of respective quarter" as 1 week" is too less for such a complex project 7. SLA Monitoring Audit: "Within 4 weeks of completion of quarter" as 1 week is too less for such a complex project 8. Helpdesk Support Audit: "Within 4 weeks of completion of quarter" as 1 week is too less for such a complex project</p> <p>Reference: Kindly refer to the similar RFPs for TPA projects in Govt Sectors like SWAN, SDC etc. Timeline should be minimum 4 weeks for each deliverables.</p>	
28.	Section 8.16 & Page no. 43	<p>Service Level Agreement and Penalty for Default in Delivery Penalty for non-performance: Audit Framework: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. Data Migration Audit: 1.5% penalty for every week of delay up to 2 weeks after that 2% penalty per week. Functional Testing: 1.5 % penalty for every week of delay up to 4 weeks after that 2% penalty per week. Infrastructure Audit: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. Vulnerability Assessment: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. Operation & Maintenance Audit: 1%</p>	<p>We request OCAC to kindly amend the penalty calculations as below: "1% penalty for every fortnight of delay attributed to bidder up to 2 months after that 2% penalty per week".</p> <p>We understand that in case of any delay, the penalty will be applicable to the individual price quoted for that particular audit area as per the commercial bid only will not be applicable on the total project value, request to kindly clarify.</p> <p>Also we understand that TPA shall be liable for any penalty only in case of delay attributable to TPA only and shall not be held liable for delays on part of Department, System Integrator or delays by other stakeholders like delay in</p>	See the revised penalty in corrigendum

		<p>penalty for every week of delay up to 4 weeks after that 2% penalty per week. SLA Monitoring Audit: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. Helpdesk Support Audit: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. User Feedback Survey: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. Exit management Audit: 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week.</p>	<p>approvals by Nodal Agency/Department, delays in completion of work by System Integrator's etc. Please confirm the same.</p>	
29.	Section 8.16.3 & Page no. 45	<p>Service Level Agreement and Penalty for Default in Delivery The above penalty will be imposed on the respective payment mile stones and maximum penalty capping is 15% of the amount due for respective payment milestone.</p>	<p>We request OCAC to reduce the penalty capping to 5% of the contract value as 15% is too high for any third-party audit service. We can take example of other critical TPA projects in Government sectors like SWAN, SDC etc. For most of the above mentioned TPA projects maximum penalty has been capped to 5%.</p>	<p>See the revised capping in corrigendum</p>
30.	Section 9.3 & Page no. 51	<p>Particulars of the Bidders 5. ROC Reference No.</p>	<p>Kindly clarify what is a "ROC Reference No." that has been asked in the Particulars of the Bidders format.</p>	<p>Certificate of Incorporation issued by Registrar of Companies</p>
31.	Section 9.10 & Page no. 58	<p>Team Composition</p>	<p>We request OCAC to clarify the total number of resources required to complete the engagement.</p>	<p>As, the project is deliverable based, the bidder have to propose the team structure</p>

32.	Section 9.11 & Page no. 59	Curriculum Vitae (CV) of Key personnel	We request OCAC to kindly clarify the number of CVs need to be showcased.	Based on the team proposed by bidder.
33.	Section 9.13 & Page no. 62	Undertaking on Pricing of Items of Technical Response	We request OCAC to remove this letter format as we are providing the same in financial bid letter and also we understand it is relevant to only System Integrator's.	As per RFP
34.	Section 9.16 & Page no. 67	10. Software Enhancement Service Audit: Total count: 50	Since 50 man-month rate is not a part of the present scope and such a scope is uncertain and binding on " additional software enhancement services ", inclusion of the same at Sl. No. 10" of financial bid format " will affect the grand total of the entire bid and any bidder who quotes the lowest here will be significantly lower than other bidder in overall bid price. Hence, request OCAC to remove sl.no-10, software enhancement service audit from commercial table of 9.16.1 and its prices may be discovered through an additional table and not considering it as part of the "Grand Total" for commercial bid evaluation.	Bidder have to provide the rate for 1 man-month and the rate will be added to the Grand total.
35.	Section 9.16 & Page no. 67	10. Software Enhancement Service Audit: Total count: 50	We request OCAC to kindly clarify whether the total contacted value/work order to successful bidder will include the amount quoted for software enhancement service audit as it is a part of financial evaluation (table in 9.16.1). If yes, kindly clarify the amount of PBG that needs to be furnished by the successful bidder. Since the software enhancement service audit is not a part of the present scope and such a scope is uncertain, it will be difficult for the	The work order will be issued excluding the rates mentioned in Software Enhancement Service Audit. Hence, the PBG should be submitted excluding Software Enhancement Service Audit.

			successful bidder to furnish the PBG amounting 10% of the total contract value.	
36.	Section 9.16.2 & Page no. 68	Cost of IT Auditing Services for 6th and 7th year	We understand that the section 9.16.2 will not be considered during the price bid evaluation, request OCAC to kindly clarify.	The cost of IT Auditing Services for 6th and 7th year will not be considered in the commercial evaluation.
37.	Section: 5.1 Prequalification Criteria (General Bid), Page 22, Sec: Turnover	The bidder should have been profitable for all these three financial years and must have positive net worth.	Request you to please modify as: The bidder should have been profitable for at least two years out of these three financial years.	See the revised clause in corrigendum
38.	Presence of bidder in Odisha	Documentary Proof like lease agreement or trade license etc.	Request you to please remove the clause	As per RFP
39.	Workflow Automation system, Page no. 24, Section 5.2 (G)	Auditing Experience of any Workflow Automation system in any Govt/PSU/Autonomous body/Banks in India	request you to please modify clause as : Auditing Experience of any Workflow Automation/ software system in any Govt/PSU/Autonomous body/Banks in India	As per RFP
40.	Extension of deliverable timelines, Page 43, Section 8.16		Please extent the Deliverable timeline as there might be chances that delay is from SI while handing over the details	See the revised clause in corrigendum

41.	Relaxation of SLA penalty,page 43		Request you to please modify the penalty clauses and it should be only if complete responsibility of delay is from TPA.	See the revised clause in corrigendum
42.	Data Migration Audit requires more time to execute and report,page 43	Within one week after data migration done by SI	please extent the timeline for reporting from one week to 3 weeks	See the revised clause in corrigendum
43.	9.16 Commercial Bid: Software Enhancement Service Audit ,	It was mentioned as option in previous section	Pls clarify	Functional audit of software enhancement service includes functional testing and security audit of the module developed. However, the functional audit of "Software enhancement service" will be as per future requirement. The payment will be made as per agreed effort estimate on the basis of man-month required. Hence, the bidder have to quote rate for one man-month in financial bid for this purpose which will be included in commercial bid evaluation.
44.	This engagement is IT Assurance engagement, not related to any statutory Audits		Pls clarify	As payment will be made to the TPA for their service rendered during execution of work, hence it will come under statutory Audits like CAG.

45.	Section : 8.16.3, Penalty Capping	The above penalty will be imposed on the respective payment mile stones and maximum penalty capping is 15% of the amount due for respective payment milestone.	please revise the TPA penalty capping from 15% to 5%.	See the revised clause in corrigendum
46.	Page 2, Submission of Bid	Last Date & Time for Submission of Bid	Request you please extent the bid submission date atleast two weeks post issuing of corrigendum	See the revised timeline in corrigendum
47.	Resource deployment	Deployment of resources	Request you to please clarify how many resources need to be deployed and duration for exact calculation of effort. As its L1 bid, effort may be calculated based on 1 resource or more resources will impact the financials of bid.	As, the project is deliverable based, the bidder have to propose the team structure
48.	Section : 5.1 [e] Certification	The bidder must have ISO 27001 and ISO 9001-2013 Certification	Request you to please modify this clause as : The bidder must have ISO 27001 or ISO 9001-2013 Certification	See the revised clause in corrigendum
49.	Section : 5.2 [e] Quality Certification of Bidder	CMMI- 5 - 2 Mark ISO 9001 – 1 Mark ISO 27001 – 1Mark CERT-in empanelled - 1 Mark	Request you to revised this clause as below : Any Two or more Certification : 5 Marks Any one Certification : 3 Marks	As per RFP
50.	Page No. 22 5.1 Prequalification Criteria (General Bid)- pt. ©	Turnover: The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than ₹20 crore in last 3 years - ending at March 31, 2017	We would request to modify the clause as: "The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than ₹100 crore in last 3 years - ending at March 31, 2017".	See the revised clause in corrigendum

51.	Page No. 22 5.1 Prequalification Criteria (General Bid)- pt. (e)	Certification: The bidder must have ISO 27001 and ISO 9001:2013 Certification	We would request to modify the clause as: "The Firm or member firm should have ISO 9001:2013 or ISO 27000 or ISO 27001:2013".	See the revised clause in corrigendum
52.	Page No. 23 5.2 Technical Evaluation Criteria pt. (a)	Financial & Resource Strength: Marks- - ₹20 Cr. 2 marks - Beyond ₹20 Cr., 1 mark for each ₹20 Crore up to maximum 10 marks	Kindly relax the clause or modify the clause as: Marks- - ₹100 Cr. 5 marks - Beyond ₹100 Cr., 1 mark for each ₹10 Crore up to maximum 10 marks	As per RFP
53.	Page No. 24 5.2 Technical Evaluation Criteria pt. (c)	Financial & Resource Strength: Marks- - Minimum 50: 1 Mark - 1 mark each for additional 25 professionals up to maximum 5 marks	Kindly relax the clause or modify the clause as: Marks- - Minimum 30: 1 Mark - 1 mark each for additional 10 professionals up to maximum 5 marks	As per RFP
54.	Page No. 24 5.2 Technical Evaluation Criteria pt. (d)	Presence of bidder in Odisha Documentary Proof like lease agreement or trade license etc.	We would request you to remove this clause as you are aware that all the TPA firms are doesn't have a office in Odisha and can't submit documentary proof like Lease Agreement or trade license	As per RFP
55.	Page No. 24 5.2 Technical Evaluation Criteria pt. (e)	Quality Certification of Bidder Copy of Certificates CMMI- 5 - 2 Mark - ISO 9001 – 1 Mark - ISO 27001 – 1Mark - CERT-in empanelled - 1 Mark	Kindly modify the clause to copy of certificates of firm or member firm CMMI- 5 - 2 Marks - ISO 9001 or ISO 27001 – 2 Marks - CERT-in empanelled - 1 Mark	See the revised clause in the corrigendum

56.	Page No. 24 5.2 Technical Evaluation Criteria pt. (f)	The bidder's audit experience in terms of no. of assignments performed/executed for large scale TPA in any Government in India such as SWAN/ SDC/CSC etc. in last 5 years. (Minimum Order value should be more than ₹1.6 Crore)	We would request you to consider projects which are currently in operation, consider projects worth more than Rs. 2 Crores only. The maximum marks to be awarded should be 25 marks with each project valued at 5 marks.	As per RFP
57.	Page No. 24 5.2 Technical Evaluation Criteria pt. (g)	Auditing Experience of any Workflow Automation system in any Govt/PSU/Autonomous body/Banks in India	Kindly relax it to a maximum of 1 project with a maximum of 5 marks	As per RFP
58.	Page No. 24 5.2 Technical Evaluation Criteria pt. (h)	Audit experience of bidder for any Application Software/Web based application Implementation in Govt. sector/Autonomous Body/PSU/Banks in India (Minimum order value should be ₹20 Lakh)	Kindly relax the maximum order value of projects to Rs. 10 Lakhs as application audit are relatively less order value. The maximum marks to be awarded should be 10 marks with four work orders, each project work order will carry 2.5 Marks.	See the revised clause in corrigendum
59.	Page No. 25 5.2 Technical Evaluation Criteria	All the bidders who secure a Technical Score of 80% or more will be declared as technically qualified.	We would request to relax the clause or modify the clause as: All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.	See the revised clause in corrigendum
60.	Page No. 29 7. Contractual Clauses, pt. 7.2 & 11. Annexure- B - Agreement, pt. 2.3	Termination	We would request you to include the following this clause: "The Selected Agency may suspend or terminate the Contract, by not less than thirty (30) days in case the Client / Purchaser does not make the payment to the Consultant or does not adhere to the arbitration judgement". We would also like to request that right to terminate the contract should also be given to the selected agency with a one month notice period indicating its intention to terminate the contract.	As per RFP

<p>61.</p>	<p>Page No. 106 7 Limitation of Liability</p>	<p>LIMITATION OF LIABILITY Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the TPA under this Agreement, shall not exceed the contract value of the TPA under this Agreement.</p>	<p>Would request to consider the following revised clause: “Except in the case of Gross Negligence or Wilful Misconduct on the part of the Selected Agency or on the part of any person acting on behalf of the Selected Agency executing the work or in carrying out the Services, the Selected Agency, with respect to damage caused by the Selected Agency including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds the respective Contract Value . "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.”</p>	<p>As per RFP</p>
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62.	Page No. 107 8 - Indemnity	<p>INDEMNITY: The TPA shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: Any negligence or wrongful act or omission by the TPA or any third party associated with TPA in connection with or incidental to this Contract or;</p> <p>Any breach of any of the terms of this Contract by the TPA, the TPA's Team or any third party</p> <p>Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof</p>	Request you to give clarity on the clause as our indemnity is uncapped for gross negligence and wilful misconduct and the limit of liability is based upon the contract value and the insurance coverage that we have under our professional liability insurance. Request you to indemnify us for any 3rd party claim.	Capping is already mentioned at Clause no. 11.3 "All indemnification obligations shall be subject to the Limitation of Liability clause" which is maximum up to contract value
63.	Page No. 43 8.16 Service Level Agreement and Penalty for Default in Delivery	Delivery time for audit of Data Migration, O&M, SLA and Helpdesk support is one week	We would request OCAC to increase the deliverables submission time to at least 3 weeks as all the deliverables would be submit after interanl review at multiple levels to serve the better quality.	See the revised timeline in corrigendum
64.	Page No. 45 Clause 8.16.1	8.16.1 In case of non-satisfactory performance or poor quality of report, an additional penalty of up to 5% of the invoice value for the respective QGR/ phases.	Kindly specify the parameters of performance and quality	See the revised clause in corrigendum
65.	Page No. 45 8. Terms of Reference, pt. 8.16.3	The above penalty will be imposed on the respective payment milestones and maximum penalty capping is 15% of the amount due for respective payment milestone.	We would request to relax the clause or modify the clause as: The above penalty will be imposed on the respective payment mile stones and maximum penalty capping is 5% of the amount due for respective payment milestone.	See the revised clause in corrigendum

66.	Page No. 31 7.8 Confidentiality	Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to OCAC/Departmental data, wherever applicable. If required, the bidder will sign a Non-Disclosure Agreement (NDA) with OCAC/ other stakeholders of project.	We would like to modify the confidentiality clause to be non-perpetual.	Till the validity of the agreement
67.	Page No. 38 8.8 Vulnerability Assessment & Penetration Testing (VA/PT)	The TPA shall perform a vulnerability assessment once in six months targeting specified assets by performing exercise from the perspective of an unauthenticated user. The test carried out should be non-intrusive and non-destructive. <input type="checkbox"/> Compliance of security policy guidelines. <input type="checkbox"/> Audit to be done in compliance to ISO 27001 Standard	Request OCAC to accept/Sign system testing agreement before we perform VAPT.	OCAC will follow the standard procedure and guideline for security audit/VAPT
68.	Page No. 45 8.19 Payment Terms	100% of the Cost of Functional audit and Data migration audit will be paid after completion of the Data migration Audit and Functional audit; 100% of the cost of Audit for Software Enhancement Service will be paid after completion of audit of respective software enhancement made TIME TO TIME.	We would like to look into the payment terms so as to provide more clarity to the bidder.	As per RFP
69.	11. Annexure- B - Agreement	GENERAL CONDITIONS OF CONTRACT	We would request OCAC to be open for mutual discussion when general terms and conditions are concerned.	
70.	-	-	We would request you to extend the last date for the bid submission by at least 2 weeks form the issue of corrigendum so as to submit a comprehensive and quality response against the RFP.	See the revised timeline in corrigendum