

Corrigendum

For Development & Implementation of Automation system (PARESHRAM) for Department of Labour &ESI, Government of Odisha.

RFP Ref No. OCAC-TE-16/2019/ENQ/20001

Tender Schedule:

Sl. No.	Events	Date, Time
1	Last date and time for Submission of Bid	06.03.2020 (2 PM)
2	Opening of Pre-Qualification Bid	06.03.2020 (4 PM)
3	Opening of Technical Bid	11.03.2020 (11 AM)
4	Technical Presentation	16.03.2020 (11 AM)
5	Opening of Financial Bids of technically qualified bidders	Will be communicated later

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Sub-Section, Clause Details Content of RFP requiring Clarification(s)	Clarifications / Addition / Modifications (The Clause may be read as)
1	3.1 Prequalification Criteria (General Bid) SI No: 7.Consortium	Consortium bidding/ sub-contracting is not allowed	Subcontracting is allowed as per ICT policy-2014 of Odisha: Local Enterprise Participation: As per ICT policy -2014 of the state of Odisha, SI need to collaborate with Local Enterprise having relevant experience, expertise and reach for deployment and maintenance of the application limited to 25 % of the Order value. SI has to intimate such collaboration with proof of Local Enterprise at the time of bid submission.
2	5.1 Broad Scope of the Project: Pg. No 35	The bidder shall provide the number and configuration of the Virtual Machines. Department / E&IT department facilitate the same within the OSDC.	The bidder shall provide the number and configuration of the Virtual Machines. Department / OCAC will facilitate the same within the OSDC (Staging, Production , UAT environment will be provided by OCAC) Development , QA environment will not be provided by OCAC.
3	Page 48, Clause 5.5.2, Deployment in Odisha State Data Center	It is made clear that the SI shall submit Source Code to the department or its nominated agency by last working day of every week in the server/ storage device provided by the Department/Data center	It is made clear that the SI shall submit Source Code to the department or its nominated agency by last working day of post UAT in the server/ storage device provided by the Department/Data centre.
3	Section 10.3 Project Team Structure, Page Number 99	Solution Architect Qualification Required: BE/MCA + MBA	Solution Architect Qualification Required: BE/MCA . MBA will be preferred
4	Section 10.3 Project Team Structure, Page Number 99	Business Functional Lead: Qualification Required: BE/MCA + MBA	Business Functional Lead: Qualification Required: BE/MCA with MBA will be preferred.
5	3.1Prequalification Criteria (General Bid) SI no: 8 Page: 28	Existence in Odisha: The bidder should have a centre operational in Odisha or shall furnish an undertaking to open an operation centre within 15 days from award of the project.	Existence in Odisha: The bidder should have a centre operational in Odisha or shall furnish an undertaking to open an operation centre within 30 days from award of the project.

6	<p>Page 92 of 214</p> <p>9.2 Conformance to Technology & Standards</p>	<p>The application would be built on open source software and open standard platform and adhere to policies set out by MEITY on Open Source, Open APIs, Principle of e-Kranti, Software development and Reengineering guidelines, GoI cloud policy</p>	<p>The application would be built on open source/open standard platform and adhere to policies set out by MEITY on Open Source, Open APIs, Principle of e-Kranti, Software development and Reengineering guidelines, GoI cloud policy. In case of Open source, Community edition must not be used. Open source enterprise edition that provides support should be used for application development & Database.</p>
7	<p>5 FINANCIAL TERMS & TIMELINES, Page No. 170</p>	<p>5 FINANCIAL TERMS & TIMELINES Implementation Phase: Service Development and Operation & Maintenance (O&M) Phase</p> <p>Payment will be released module wise in a staggered manner as described below: ii 20% of development cost will be released on submission of module wise Design Document and module wise System Requirement Specification (SRS) approval thereof. iii 30% of development cost will be released after development and UAT of the respective Modules. iv 30% of development cost will be released after Security Audit and Go-Live of the Respective Modules. v Balance 20% of development cost will be released after one year of successful go live. vi The O & M cost shall be released in 20 QGRs (within post implementation support</p>	<p>Payment will be released module wise in a staggered manner as described below: I .20% of development cost will be released on submission of module wise Design Document and module wise System Requirement Specification (SRS) approval thereof. II. 30% of development cost will be released after development and UAT of the respective Modules. iii. 30% of development cost will be released after Security Audit and Go-Live of the Respective Modules. iv. Balance 20% of development cost (post go live warranty support) will be released after one year of successful go live. v. The O & M cost shall be released in 20 QGRs. vi. The payment shall be released within 30 days of completion of service, acceptance thereof by OCAC/Department, and submission of invoices by the SI.</p>

		period)	
8	5 FINANCIAL TERMS & TIMELINES, Page No. 173	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE TERMS OF PAYMENT AND PENALTIES The total order value shall be Rs<Amount> (In words). This value is inclusive of all taxes and duties.	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE TERMS OF PAYMENT AND PENALTIES The total order value shall be Rs<Amount> (In words). This value is exclusive of all taxes and duties.
9	5 FINANCIAL TERMS & TIMELINES, Page No. 170	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE (ii) If the bidder delays Contract Performance Guarantee Bond beyond 15 working days,	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE (ii) If the bidder delays Contract Performance Guarantee Bond beyond 30 working days.
10	2 DEFINITIONS AND INTERPRETATION DEFINITIONS CONDITIONS PRECEDENT, Page No. 150	2 DEFINITIONS AND INTERPRETATION DEFINITIONS CONDITIONS PRECEDENT Non-fulfilment of Conditions Precedent b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfilment of the SI's Conditions Precedent, the Department shall not be liable in any manner whatsoever to the SI and the Department shall forthwith forfeit the Performance Guarantee.	<u>To be changed to</u> In the event that the MSA and the SLA fails to come into effect on account of non-fulfilment of the SI's Conditions Precedent; provided the failure is solely attributable by the SI, the Department shall not be liable in any manner whatsoever to the SI and the Department shall forthwith forfeit the Performance Guarantee.

Performance Guarantee:

Performance Guarantee:

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to **10%** of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid for a period of **5 years 10 months (70 months)**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award, for a value equivalent to **10%** of the total cost of ownership i.e. total order value excluding taxes. This PBG will be returned to the bidder upon successful completion of the Implementation phase and in return, The bidder will provide a new PBG for the O&M phase value equivalent to 10 % of all rest components.

The Performance Bank Guarantee shall be valid for 3 months beyond the contract period. Performance Bank Guarantee may be discharged/ returned by Department immediately upon the expiry of the PBG validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

12	Section 5.8.2, Page No. 52	Note: The selected Bidder shall deploy Help Desk Executives, arrange the Toll Free Number, and arrange the computers. Internet connectivity would be provided by the Directorate.	Note: The selected Bidder shall deploy Help Desk Executives, arrange the IT infrastructure (Like Computer, printer, Ups, Head set etc.). Internet connectivity and toll free number would be provided by the Directorate.
13	Section 14, Page No. 110	Payment will be released module wise in a staggered manner as described below: i. 20% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof. ii. 30% of development cost will be released after development and UAT of the respective Modules. iii. 30% of development cost will be released after Security Audit and Go-Live of the respective Modules. iv. Balance 20% of development cost will be released after one year of successful go live. v. The O & M cost shall be released in 20 QGRs (within post implementation support period)	Payment will be released module wise in a staggered manner as described below: i. 20% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof. ii. 30% of development cost will be released after development and UAT of the respective Modules. iii. 30% of development cost will be released after Security Audit and Go-Live of the respective Modules. iv. Balance 20% of development cost post go live warranty support will be released after one year of successful go live. v. The O & M cost shall be released in 20 QGRs
14	Section 14, Page No. 110	C. Payment for Web portal & DMS: Cost towards Development & Customization of Web portal and DMS shall be paid after successful Go- Live of both the applications. Annual subscription cost shall be paid annually to the Selected Bidder as	Payment for Web portal & DMS: Cost towards Development & Customization of Web portal and DMS shall be paid after successful Go- Live of both the applications. Annual subscription cost shall be paid annually in advance to the Selected Bidder as per the quoted value of its financial bid.

		per the quoted value of its financial bid.	
15	Section 14,Page No. 111	E. Payment for System Software: First year subscription cost of System Software shall be paid after successful Go-Live of all phases. The subscription cost of System Software shall be paid annually to the Selected Bidder as per the quoted value of its financial bid.	First year subscription cost of System Software shall be paid after successful Go- Live of all phases. The subscription cost of System Software shall be paid annually in advance to the Selected Bidder as per the quoted value of its financial bid.
16	Clause 5, Page No. 170	The SI shall at his own expense deposit with OCAC, within fifteen (15) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee from a scheduled/nationalized bank acceptable to, payable on demand, for the due performance and fulfilment of the contract by the SI.	The SI shall at his own expense deposit with OCAC, within thirty (30) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee from a scheduled/nationalized bank acceptable to, payable on demand, for the due performance and fulfilment of the contract by the SI.
17	Clause 10, Page No. 191	EFFECTS OF TERMINATION In the event that Department or the SI terminates this MSA and the SLA pursuant to Section 10 and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule.	In the event that Department or the SI terminates this MSA and the SLA pursuant to Section 10 and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule. In the case of termination, SI should be paid in full (with deduction of SLA penalties, if any) for the completed services delivered up to the point of termination.
18	Section 3.1, Page No. 27	5. Manpower Strength The Bidder should have at least 100	Manpower Strength The Bidder should have at least 100 technically qualified professionals

		<p>technically qualified professionals having minimum qualification of B.E/MCA or equivalent or higher on its payroll.</p> <p>Document/ Information to be Submitted Certificate from Director / HR Head PF copy</p>	<p>having minimum qualification of B.E/MCA or equivalent or higher on its payroll.</p> <p>Document/ Information to be Submitted Certificate from Director / HR Head or PF copy</p>
19	Section 3.2.2, Page No. 29	<p>2. The firm/ company should have IT professional with minimum qualification of B.E/ B.Tech/ MCA or higher.</p> <p>Documentary Evidence: Letter from Director or HR The bidder needs to produce the latest EPF return challan.</p>	<p>The firm/ company should have IT professional with minimum qualification of B.E/ B.Tech/ MCA or higher.</p> <p>Documentary Evidence: Letter from Director or HR or preferably EPF return challan.</p>
20	Section 3.1, Page No. 27	<p>6. Technical Capability The bidder must have developed and implemented or in process of implementation of at least one e-Governance G2B or G2C project in India with minimum order value of ₹ 12 Cr or two projects with minimum order value of ₹ 9 Cr each or three projects with minimum order value of ₹ 6 Cr each in State / Central Government/ Govt. PSU/ Govt. Autonomous body in last 5 financial years ending as on bid submission date</p> <p>Document/ Information to be Submitted: Completion Certificates from the client</p>	<p>6. Technical Capability The bidder must have developed and implemented or in process of implementation of at least one e-Governance G2B or G2C or G2G project in India with minimum order value of ₹ 12 Cr or two projects with minimum order value of ₹ 9 Cr each or three projects with minimum order value of ₹ 6 Cr each in State / Central Government/ Govt. PSU/ Govt. Autonomous body in last 5 financial years ending as on bid submission date</p> <p>Document/ Information to be Submitted: Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory</p>

		<p>OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client</p>	<p>Auditor); OR Work Order + Phase Completion Certificate from the client OR Work Order + Phase Completion Certificate by Company Secretary of the SI.</p>
21	Section 3.2.3, Page No. 30	<p>2. The firm/ company should have developed and implemented web portal for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of Rs 20 lakhs</p> <p>Documentary Evidence: Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client</p>	<p>2. The firm/ company should have developed and implemented web portal for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of Rs 20 lakhs</p> <p>Documentary Evidence: Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client OR Work Order + Phase Completion Certificate by Company Secretary of the SI.</p>
22	Section 3.2.3, Page No. 30	<p>3. The firm/ company should have developed and implemented DMS/CMS application for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 10 lakhs.</p>	<p>The firm/ company should have developed and implemented DMS/CMS application for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 10 lakhs.</p> <p>Documentary Evidence: Completion Certificates from the client OR</p>

		<p>Documentary Evidence: Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client</p>	<p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client OR Work Order + Phase Completion Certificate by Company Secretary of the SI.</p>
23	Section 3.2.3, Page No. 31	<p>4. The firm/ company should have developed and implemented Citizen centric e-Gov application (excluding work flow application shown against 5.2 (b)) for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 30 lakhs.</p> <p>Documentary Evidence: Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client</p>	<p>4. The firm/ company should have developed and implemented Citizen centric e-Gov application (excluding work flow application shown against 5.2 (b)) for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 30 lakhs.</p> <p>Documentary Evidence: Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client OR Work Order + Phase Completion Certificate by Company Secretary of the SI.</p>
24	Section 3.2.3, Page No. 31	<p>The firm/ company should have developed and implemented API based mobile application for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10</p>	<p>The firm/ company should have developed and implemented API based mobile application for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 5 lakhs .</p>

		<p>years having minimum order value of ₹ 5 lakhs .</p> <p>Documentary Evidence: Completion Certificates from the client+ Show the presence on the Google play store/APP store OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)+ Show the presence on the Google play store/ APP store</p>	<p>Documentary Evidence: Completion Certificates from the client+ Show the presence on the Google play store/APP store OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)+ Show the presence on the Google play store/ APP store OR Work Order + Phase Completion Certificate by Company Secretary of the SI.</p>
25	Section 19.4.1, Page No. 126	<p>General Information: Name and contact details of the client</p> <p>Other Details: Total cost of the project Total cost of the services provided by the respondent</p> <p>Other relevant Information: Letter from the client to indicate the successful completion of the projects Copy of Work Order</p>	<p>1. General Information: Name and contact details of the client</p> <p>Other Details: Total cost of the project Total cost of the services provided by the respondent</p> <p>Other relevant Information: Letter from the client /Company Secretary certificate to indicate the successful completion of the projects/ Copy of Work Order.</p>
26	Section 3.1, Page No. 27	<p>2. Sales Turnover of Implementing Agency Average Annual Turnover generated only from Software development implementation and support during the last three financial years ending on 31.03.2019 should be at least ₹ 75 Crores. (Revenue generated from only H/W sales</p>	<p>2. Sales Turnover of Implementing Agency Average Annual Turnover generated only from Software development implementation and support during the last three financial years ending on 31.03.2019 should be at least ₹ 75 Crores. (Revenue generated from only H/W sales and services will not be considered.)</p>

		and services will not be considered.) Documents Reqd: Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate . The document submitted must clearly indicate the turnover from software development & its related services. CA certificate to this essential.	Documents Reqd: Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate/ CA certificate .
27	Section 3.1, Page No. 27	3. Net Worth The firm should have been profitable for all these three financial years and must have positive net worth. Documents Reqd: Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate	3. Net Worth The firm should have been profitable for all these three financial years ending with march 2019 and must have positive net worth. Documents Reqd: Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate/CA certificate
28	Section 1.2.2, Page No. 18	1.2.2 Project Profile To create a state-of-the-art G2B ecosystem that supports the requirements of the businesses for information and services, in a customer-centric manner.	1.2.2 Project Profile To create a state-of-the-art G2B /G2C/G2G ecosystem that supports the requirements of the businesses for information and services, in a customer-centric manner.
29	Section 5.8.2, Page No. 51	5.8 Application Support 5.8.2 Helpdesk Support It is suggested that the Help Desk tool should be free ware	5.8 Application Support 5.8.2 Helpdesk Support SI shall provide IT Helpdesk Management solution which may or may not be a freeware
30	Section 8.13, Page No. 90	<u>h) All Data inside the Database table should be encrypted</u>	_All sensitive data decided by OCAC/Department inside the Database table should be encrypted

31	Section 5.1, Page No. 36	Section vii Interface with the UIDAI for availing Aadhaar authentication services	Section vii Interface with the UIDAI for availing Aadhaar authentication services Will be taken up separately as UAIDI authority has changed the rules for authentication.
32	Clause 12, Page No.106	<p>Clause 12: Intellectual Property Rights The Intellectual Property Rights (IPR) of all software code, data, algorithms, documentation, manuals, digitized documents etc. generated as a part of implementation and O&M of this project shall solely vest with the Department. The SI will not have any right to share, use or disclose above mentioned components/artifacts. The IPR and Source code generated as a part of the project will be submitted to the Department in 2 sets in DVDs before each and every phase (Phase 1 to 5) of System Go-live.</p>	<p>Source Code of the applications along with necessary documentations specifically developed for OCAC/Department under this Agreement for PARESHRAM shall be shared with OCAC/Department after Go-Live of the application solely for the purpose of proper usage of the deliverables, internally by OCAC/Department. This does not include the source code of the software (or) its components belonging to the System Integrator or its licensors.</p> <p><u>Products and fixes:</u> All products and related solutions and fixes provided pursuant to this project shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. <SI> 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 OCAC when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.</p> <p>Pre-existing work: All IPR including the source code and materials</p>

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, <SI> should grant OCAC / Department a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to OCAC/Department 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 to be signed under this agreement and the perpetual license applies solely to the pre-existing work that <SI> leaves with OCAC/Department at the conclusion of performance of the services. No source code of the pre-existing work will be shared or escrowed.

Residuals: In no event shall <SI> 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,

			<p>set-out in this RFP. In addition, subject to the confidentiality obligations, <SI> 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</p> <p>Source code for base framework if any, along with all related documentations will be delivered to OCAC/Department under an Escrow Account during the EXIT phase of the project. Cost towards the Escrow account will be borne by Department. Source code and executable for any customized portion explicitly delivered as per the requirements will be delivered to OCAC/Department as is. OCAC/Department will take necessary steps to maintain the security and confidentiality of the source code for customized portion. All the Intellectual Property Rights (IPR) in the third party Products (such as Operating Systems, Application Server, Database software, or any other utilities not developed/owned by <SI>) shall remain with the respective third party owners and <SI> may not share source code of such third party software with OCAC/Department. However, <SI> will provide adequate license for use by OCAC/Department in accordance with the license agreement (or) the end user license agreement (EULA).</p>
33	Limitation of Liability, 178-179	<p>Limitation of Liability.</p> <p>There shall be limitation of liability in case of any damages for bodily injury (including</p>	<p>There shall be limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or wilful</p>

death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or willful misconduct up to a 100% of the total contract value hereunder for the subject of the claim. Neither this MSA nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this MSA or the SLA, as the case may be. Any claim or series of claims arising out or in connection with this MSA or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 24 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation. SI's cumulative liability for its obligations and liabilities (including for damages arising out of breach, negligence, or tort) shall not exceed the actual, direct damage, up to a 100% of the total contract value hereunder for the subject of the claim. OCAC/Department shall be entitled to claim the remedy of specific performance under this MSA or the SLA.

misconduct up to a 100% of the total contract value hereunder for the subject of the claim. Neither this MSA nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this MSA or the SLA, as the case may be. Any claim or series of claims arising out or in connection with this MSA or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 6 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation. SI's cumulative liability for its obligations and liabilities (including for damages arising out of breach, negligence, or tort) shall not exceed the actual, direct damage, up to the total amount paid to SI by the Department under that applicable work that gives rise to such liability (as of the date the liability arose OCAC/Department shall be entitled to claim the remedy of specific performance under this MSA or the SLA. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages

34	Clause 11, Page No. 191	<p>11 DISPUTES AND LAW DISPUTE RESOLUTION</p> <p>Any dispute or difference whatsoever arising between the parties to this MSA or SLA out of or relating to the construction, meaning, scope, operation or effect of this MSA or SLA or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule (Schedule IV) within 30 (thirty) days from the commencement of negotiations, the dispute will be referred to arbitration under the Arbitration and Conciliation Act, 1996 and a sole arbitrator to be appointed by the Department.</p>	<p>Any dispute or difference whatsoever arising between the parties to this MSA or SLA out of or relating to the construction, meaning, scope, operation or effect of this MSA or SLA or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule (Schedule IV) within 30 (thirty) days from the commencement of negotiations, the dispute will be referred to arbitration under the Arbitration and Conciliation Act, 1996 and a sole arbitrator to be appointed by the parties mutually</p>
35	Table 2: e-Governance Standards, Policies & Guidelines / Page No. 96	<p>TECHNOLOGY - System Software / COMPLIANCE with - The Database should be Open Source Software as a mandatory requirement with Technical Support, as applicable. This is as per MeitY Guidelines on adoption of Open Source in the government organization.</p>	<p>TECHNOLOGY - System Software / COMPLIANCE with - The Database should be Open Source or open standard Software as a mandatory requirement with Technical Support, as applicable.</p>
36	18.5 Format- 18(E) System Software Subscription Cost: / Page No. 120	Enterprise Class Database(Preferably Open Source)	Enterprise Class Database(Preferably Open Source non-community edition)

Note: The intellectual property right clause of MSA assume to be changed as per the intellectual property right clause modification made in this corrigendum of RFP Clause 12, Page No.106

Financial Bid: To be submitted on Company letter head.

* All Rates should be quoted exclusive of taxes

Format- 18(A)

Design, Development, Deployment & Implementation of all the services with Support for Five (5) Years

Phases	Act Name / Service group	Directorate	Module Names	Design, Development & Deployment cost	O & M Cost for 5 years	Sub Total Cost
Phase-I	Orissa Shops & Commercial Establishments Act, 1956 And Orissa Rules 1958	Labour	Registration of Shop & commercial Establishment			
	Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975		Registration of Establishment and Issue of License to Contractor			
		Factories & Boilers	Plan approval and grant of licenses for Factories			
Total Modules and Services in Phase-I			3 modules			
Phase-II	The Inter State Migrant Workmen (RE&CS) Act, 1979 and Orissa Rules 1980	Labour	Registration of Establishment and issue of License to Contractor/Agent for recruitment/employment of Inter State Migrant Workmen			
	State Action Plan		Implementation of State Action Plans for Migrant Workers and Child Labour			
		Factories & Boilers	Registration & renewal of Boilers and approval of repair orders of boiler & steam pipeline drawing			
Total Modules and Services in Phase-II			3 Modules			

Phases	Act Name / Service group	Directorate	Module Names			
Phase-III	Inspection Submission of monthly Report by DLOs, DLCs	Labour	Inspection and follow up action			
	Self-Certification/ Voluntary Compliance Scheme		Self Certification of Shops and Commercial Establishments/Start Ups			
	The Building And Other Construction Workers' (RE&CS), 1996 And Orissa Rules 2002		Registration of Establishment			
	Statutory Return	Factories & Boilers	Annual Return			
	Statutory Inspection		Investigation and inspection reports			
Total Modules and Services in Phase-III			5 Modules			

Phases	Act Name / Service group	Directorate	Module Names			
Phase-IV	The Motor Transport Workers Act, 1961 And Orissa Rules, 1966	Labour	Registration of Motor Transport undertakings			
	The Beedi and Cigar Workers (CE) Act, 1966 And Orissa Rules, 1969		Licence to Industrial premises			
	Endorsements and Validations	Factories & Boilers	Endorsements and Validations of Boiler Resource Persons (Attendant, Operation Engineer, Welder etc.)			
	Examination		Examination for Boiler attendant and boiler operation engineers			
Total Modules and Services in Phase-IV			4 Modules			

Phases	Act Name / Service group	Directorate	Module Names			
Phase-V	Odisha Industrial Establishments (National & Festival) Holidays Act, 1969 And Orissa Rules 1972	Labour	Approval of list of Holidays			
	Industrial Employment (Standing Orders) Act, 1946 And Orissa Rules 1946		Certification of Standing orders			
	The Trade Unions Act, 1926 And Regulation, 1941		Registration of Trade Union			
	Grant & Renewal of Certificates	Factories & Boilers	Grant & Renewal of Certificates			
Total Modules and Services in Phase - V			4 Modules			
						Total Cost

Format- 18(B)

Integration with Other Application cost:

SI No	Items	Unit Price [X]	Qty. [Y]	Total Cost ([X]X[Y])
1	Integration with any External applications		5	

Format- 18(C)

Web portal & DMS Application cost:

SI No	Items	Development & Customization cost [X]	AMC/Annual Subscriptions Cost [Y]	Number of Years [Z]	Total = X+(Y*Z)
1	Web Portal Design Development and Deployment Inclusive of CMS			4	
2	Document Management System			4	
Total Cost					

Format- 18(D)

Data Digitization Cost:

S.No.	Item	Volume (X)	Unit Rate (Y)	Sub Total = (X*Y)
1	Per page scanning	1,00,000 approx		
2	Data entry Per 100 characters	1,50,000 approx		
Total Cost				
Data entry cost for each 50 character block or part thereof (This will not be evaluated in the final bid). This is required for additional data entry work, if required.				

Format- 18(E)

System Software Subscription Cost:

SI No	Items	Average Subscriptions Cost per Year [X]	Number of Years [Y]	Total Cost ([X]X[Y])
1	Enterprise Class Database		5	

Format- 18(F)

Help Desk & Data Entry Operator Cost

SNo	Resource Details	Number of Resources (X)	Unit Rae (Cost Per Person) per Month(Y)	No. of Month (Z)	Total Cost (T1= X*Y*Z) (₹)
1.	Cost for Helpdesk Operators for 1 year	4		12	
2.	Cost for Helpdesk Operators for 4 year	2		48	
3	IT infrastructure for Help desk (Like Computer, printer, Ups, Head set etc.)				
4.	Cost for Data Entry Operators	68		12	
Total Cost					

Format- 18(G)

Man Month Rates for Technical Resources for Change Request

Technical Resource	Average Unit Rate per Month (X)	Number of Months (Y)	Total T1= X*Y
Blended Technical Resource - Business Analyst cum Developer (Min 5 years of experience)		50	
Total Cost			

Format- 18(H)

Security Audit cost:

SI No	Items	Unit Price [X]	Qty. [Y] (Numbers)	Total Cost ([X]X[Y])
1	Security Audit		30 Times	

Grand total Cost for Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha

S. No	Particulars	Total Cost
1	Labour Directorate& Directorate of Factories and Boilers Service Development O&M Cost for 5 years [From - Format 18 (A)]	
2	Integration Cost [From - Format 18 (B)]	
3	Web portal & DMS Application cost [From t - Format 18 (C)]	
4	Data Digitization & Migration Cost [From - Format 18 (D)]	
5	System Software Subscription Cost [From - Format 18 (E)]	
6	Help Desk & Data Entry Operator Cost [From - Format 18 (F)]	
7	Blended Technical Resources Cost for Change Request [From - Format 18 (G)]	
8	Security Audit cost [From - Format 18 (H)]	
GRAND TOTAL COST (Excluding of TAX)[A+B+C+D+E+F+G+H]		
Statutory Taxes		
GRAND TOTAL COST (Including of TAX)		

(L1 will be based on the lowest quote excluding tax on Grand Total)