## CONSOLIDATED PREBID QUERIES FOR SELECTION OF AGENCY FOR Re-DEVELOPMENT OF SERVICES UNDER e-District, ODISHA (RFP REF. NO. OCAC-NEGP-DI-0002-2021/22039 DATED 19.06.22)

	(RFP REF. NO. OCAC-NEGP-DI-0002-2021/22039 DATED 19.06.22)				
SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum	
1	Clause 6.1. Application Software Requirement, Page Number - 28	f) The application should be PKI enabled for the provision of token-based Digital Signature and web-based e-Sign	Can the calling application make SOAP web-service call for integrating with server-side component	Bidder is free to choose the architecture of the application and based on the architecture the bidder may adopt the best suitable data exchange protocol.	
2	Clause 8.1. Proposed Architecture, Page Number - 38	m) The system should have PKI Infrastructure for Digital Signature Authentication.	Can the calling application make Java script call for integrating with client-side component.	Addressed in point no-1	
3	Clause 8.1. Proposed Architecture, Page Number - 38	<ol> <li>The system should support Digital Certificates/signatures as per the IT Act of India,2000.</li> </ol>	What is the font-end & Back-end technology being used in the e-District applications	PHP (Front-end) and MySQL (Backend database) are being used in existing e-District Application.	
4		4. The authorized user(s) should be able to update the document over the eDistrict application, but this information would not be viewable to the end-user until the authorized user of the concerned department head puts his digital signature, verifying its authenticity and correctness	Expected user base for Digital Signature solution only and not the entire e- District Project applications	There are nearly 350 (approx.) users who will be provided with DSC token/eSign for carrying out transactions in e-District application.	
5		4. The authorized user(s) should be able to update the document over the e district application, but this information would not be viewable to the end-user until the authorized user of the concerned department head puts his digital signature, verifying its authenticity and correctness	What is the expected concurrent user with respect to DSC only and not the entire e-District solution	The expected concurrent users may be more than 350 (approx.).	

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6		4. The authorized user(s) should be able to update the document over the e district application, but this information would not be viewable to the end-user until the authorized user of the concerned department head puts his digital signature, verifying its authenticity and correctness	Expected total number of applications which need to be integrated for digital signature solution	One Application i.e. e-District to be Integrated with digital signature solution.
7	Clause 9.5. Source Code and IPR, Page Number- 39	The ownership of the source code of the application developed by the selected agency under eDistrict, Orissa should be transferred to OCAC, and the selected agency is not supposed to use the same for any other Government projects without the prior written consent of OCAC.	Kindly confirm whether it is expected that Digital Signature solution source code is expected for the e-District Project. If yes, request you to remove the clause.	Any third party applications that would be integrated with e-District solution does not require to provide the source code.However, the bidder needs to provide the necessary APIs/SDKs (whichever is applicable) for integration with e-District solution.
8	-	m) The system should have PKI Infrastructure for Digital Signature Authentication.	Please confirm the number of environments to be considered such as Production, DR, UAT etc.	The digital signature solution shall be integrated with OdishaOne in Production environment. However , the bidder needs to provide the facility for deployment of the solution in UAT environment in order to check the functionality before moving to production.
9	Clause 8.1. Proposed Architecture, Page Number - 38	m) The system should have PKI Infrastructure for Digital Signature Authentication.	Please confirm whether High Availability (HA) needs to be considered for Production and DR Environment?	High Availability (HA) is not required for PKI Infrastruture.
	Clause 6.1. Application Software Requirement, Page Number - 28	f) The application should be PKI enabled for the provision of token-based Digital Signature and web-based e-Sign	Kindly let us know if the bidder has to consider e-Sign ASP model for the stated requirement. Also, confirm the expected e-Sign version (3.x etc.)?	Latest version of e-Sign module shall be used in e-District solution.Bidder may use the services of certified licensed ESP for provisioning e-Sign services in e-District Solution.

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11		6) e-Sign/token-based digital signature solution,	Based on the stated statement bidders are expected to propose e-Sign or token based digital signature solution. Please confirm whether both have to be considered or either one of them.	The framework of the application should support both e-Sign/token based digital signature solution.Bidder is free to propose either one of the solution.
12	•	n) The system should support for biometric-based authentication	Kindly confirm which mode of Biometric authentication is expected.	It is expected to use fingerprint authentication.
13	. ,	The Application should be developed in open-source Application Suite and RDBMS MS SQL as the back end.	Looking at the importance of the project, the open-source application/tools used for the project should use Enterprise /OEM supported version of the S/W Reason: The above will ensure successful implementation and best- practices and security for the application	Ongoing projects to be alowed. The changed clause is described in corrigendum
14	-	Solution Deployment Architecture	What is the expected no. of users/sessions that will be on the portal simultaneously	The minimum expected concurrent user base will be more than 500(Appx.)
15	EXECUTION Page No. 25	On receipt of the Letter of Award the contractor, any member of the consortium should submit a Performance Bank Guarantee (PBG) equivalent to 3% of the total contract value within three weeks from the date of receipt of the Letter of Award/Order. The PBG should be valid for 3 months more than the contract period	This clause is contradicting with 5.7. Performance Guarantee, "b) Performance Guarantee (PBG) would be 3% of the cost of the annual payout and the fresh PBG to be submitted each year. c) The validity of each PBG should be 15 months." Kindly clarify	Addressed in corrigendum

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	Development Page No. 28	1) Digi locker, 2) Odisha one, 3) email and	We understand that OCAC will provide the required SMS and email gateway. Kindly confirm	The APIs shall be provided by OCAC for SMS and email gateway.
17	and Development Page No. 28	b) The framework should also integrate 1) Digi locker, 2) Odisha one, 3) email and SMS gateway, 4) e-Taal, 5) Umang, 6) e- Sign/token-based digital signature solution, 7) fingerprint authentication- based login, 8) SAMS, 9) IFMS solution		OCAC shall make provision for necessary hardware for finger print authentication. The bidder responsibility is to develop the solution to integrate with e-District application.
18	Clause 6.1 A. Design	f) The application should be PKI enabled		OCAC shall make provision for necessary hardware and SDKs required for token based digital signature solution. In case of e-Sign based digital signature, the bidder needs to provide the necessary APIs from licensed ESPs. The bidder responsibility is to develop the solution to integrate the same with e-District application.
	•		Kindly confirm is there any periodic audit to be conducted on yearly basis	The cyber security audit shall be conducted once prior to the Application Go-live. Further security audit to be conducted as per the requirement(preferably twice in year)

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20	Clause 6.1 A. Design and Development Page No. 28	k) The bidder needs to provide adequate manpower for the development of e- district solution to complete the same by the prescribed timeline. The bidder needs to provide one Technical Project Manager and One Business Analyst up to the implementation of the project	We understand the Technical manager and Business Analyst to be deployed onsite during implementation phase and remaining development team can be deployed offsite. Kindly confirm	No Change. As per RFP
	Clause 6.2. Training Requirement Page no. 31	a) The Implementation Selected agency must impart training to the person identified by the State Government, in the operation of the application software, generation of MIS reports, and maintenance of user Logins, etc. at the District HQ.	We understand that the training to be conducted at State Head Quarter and District Head quarter. Kindly confirm	Training to be conducted at the State HQ/RDC Division/District HQ as per the requirement of OCAC/user department Addressed in corrigendum
	Clause 6.2.1. General Awareness Training Page no. 31	The Syllabus for this training includes general topics on computer literacy. b) Training is to be provided to all the users identified for accessing the computer. c) The duration of this training will range from 3-5 days depending on the progress shown by the trainees. d) Training material: A book on basic computing to be provided by the implementation Selected agency.	Please define the batch size for the same. And we understand that training should conducted at each District HQ. Kindly confirm	The ideal batch size will be 40 trainees per batch
	Clause 6.2.2. Training on New Processes Page no. 31	<ul> <li>a) The topics to be covered under this have to be prepared and would cover mainly</li> <li>the post operationalization of the Software</li> <li>b) The training is to be provided to the selected employees of the District</li> <li>Administration and associated offices identified for accessing the computers</li> <li>c) Training material: user manual</li> </ul>	Please define the batch size, duration and location of the training. Also confirm on if there is any refresher training to be considered during the contract period	The batch size addressed in point no-22. The duration of the training to be finalized by bidder based on the requirement of modules developed under e-District solution. The bidder needs to undertake the refresher training course as per the requirement of end users.

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24	Software Training Page no. 31	for the software package in use and maintenance of the software application	Please define the batch size, duration and location of the training. Also confirm on if there is any refresher training to be considered during the contract period	Addressed in point no-22 and 23 Location of the training addressed in corrigendum
25	Administration Training Page no. 32	<ul> <li>a) Training on basic hardware problems and solutions. Training on basic networking and transmission of data should also be covered in this module</li> <li>b) Training of the District System Administrator</li> <li>c) The training would be provided to selected staff of District Administration and other associated offices.</li> <li>d) Training Material: Appropriate literature on System Administration topics</li> </ul>	Please define the batch size, duration of the training. We understand that training should conducted at each District HQ. Kindly confirm. Also confirm on if there is any refresher training to be considered during the contract period	Location of the training addressed in
	Clause 6.4. Manpower Requirement Page no. 32	Manpower Requirement The bidder needs to provide two numbers of Technical Support Staff to manage the L1 level support at OCAC during O & M Phase for 3 years.	Kindly confirm on the timing of Helpdesk Operation	As per the office timing notified by Govt. of Odisha.
27	Responsibilities of the selected agency Page 35	2. To demonstrate scalability for the entire state. Any cost required for scaling up of the project across the state within the warranty period would be considered as part of the assignment.		The solution is required for entire State

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28	Instructions Page no.	a) The RDBMS should be compatible with LINUX-based platforms and should work	We understand the required license will be provided by OCAC. Kindly confirm	Addressed in Corrigendum
	37 Clause 8.1	with CPU-based licenses. o) The system should have adequate		No Change. As per RFP
29	Instructions Page no. 38	Artificial Intelligence Tools that should be able to perform Requisite MIS reports as required by the users.		
30	38	t) Software Development and Deployment Framework for E-District Applications are worked out to aid the Stakeholders from States, IT System Development Agency, and the nominated Quality Ensure team. The suggested framework is built using three models – Spiral Model, Rationalized Unified Process Model, and Iterative Model. The Framework is divided into several steps which should be used to build interoperable and proper quality E- District Applications. The Framework recommends that during various Iterations of the Application Development life cycle, Hardware Sizing, IEEE Standards for development, ANSI SQL-2003 standards for RDBMS, and Open Standards for hardware platforms should be used. Various parameters which can be utilized to estimate the number of processors/Servers, hard disk storage space, and RAM have been suggested. Emphasis is put to build redundancy in the hardware equipment to ensure high availability of Systems for E- District Application.	We understand the required IT infrastructure both hardware and software for hosting the application will be provided by OCAC. Kindly confirm	The required IT infrastructure both hardware and software for hosting the application will be provided by OCAC.

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31	no. 47	<ul> <li>b) Set up a Helpdesk at OCAC to take care of the following issues:-</li> <li>c) Support for logging calls</li> <li>d) Training, Hand Holding and Knowledge Transfer to the District Official.</li> <li>e) Complete SLA Monitoring.</li> </ul>	required seating space, IT and Non IT infrastructure, Connectivity, Telephone for setting up the Helpdesk. Kindly confirm. Also we understand that OCAC will provide ticket management tool for	OCAC shall provide the required seating space, connectivity for setting up of the helpdesk. The bidder to provide laptop to their staff for carrying out the work smoothly. The Help Desk management Tool is to be developed by bidder as a part & parcel of the scope under e-District application.The helpdesk level SLA to be monitored via the help desk operation module.Whereas , the application and infrastructure level SLA shall be monitored via tools available with OSDC.
32	Programme Implementation Page No.48	management during the Contract period. He/she should have relevant certification and should have appropriate authority to take decisions for smooth and early	infrastructure and non IT Infrastructure like Laptop, connectivity, seating space	Quaification and experience of technical Project Manager provided in RFP clause no - 6.1 Application Software Requirement , Point no -k ,page no-28. Addressed in corrigendum
33	Clause 10.6.2. Programme Implementation Page No.48	i) Bidder has the liberty to decide on the number of Manpower required at the Helpdesk,	As per this clause the bidder can decide ton the helpdesk manpower and As per "6.4. Manpower Requirement", page no. 32, the bidder is expected to deploy 2 no. Of technical staff to manage the L1 support at OCAC during contract period. Both these clauses are contradicting. Kindly clarify	Addressed in corrigendum

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34	Clause 11.4. Document Management System Page no.63	This component deals with the proper management of all scanned documents that are required for availing the different services.	We understand that the on premise DMS solution will be provided by OCAC. Kindly confirm	The required DMS solution shall be provided by the selected agency.
	Clause 11.7. Mobile	<b>C</b> ,	We understand that OCAC will bear the mobile app hosting charges if any in google play store and app store. Kindly confirm	OCAC shall provide the play/app store account for hosting the android/iOS app.
36	Functional Requirements for the	9. The system should be able to record the payment made by the applicant against the service as per the Payment Component	We understand that the payment gateway will be provided by OCAC. Kindly confirm	OCAC shall provide the necessary APIs for integration of payment gateway with e-District solution.
37	Clause 6.1 A. Design and Development Page No 27	f) The application should be PKI enabled for the provision of token-based Digital Signature and web-based e-Sign	In the existing application whether PKI Token based Signature and Web based e-sign is used?, and If used bidder can reuse the same product? Or Bidder should propose new product & solution. Please clarify	The selected bidder needs to propose new PKI token based or e-Sign digital signature solution complying to the proposed e-District solution architecture.
38	-	District Application.	1. Current Database size used, what is	The size of database and application will be approx. 20 TB.

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39	Clause 8.1. Proposed Architecture Page No 36	Instructions a) The RDBMS should be compatible with LINUX-based platforms and should work with CPU-based licenses.	Our understanding is Bidder should propose RDBMS with licenses quantity, department will procure the same, Please confirm	The selected bidder needs to provide the hardware sizing of the e-District solution and may recommend the quantity of license requirement. Same shall be availed by OCAC.
40	Clause 8.1. Proposed Architecture Page No 37	General	Our understanding is Bidder will provide the required IT Infrastructure hardware & storage, connectivity and bandwidth sizing, with required OS, System Software, Tools etc. BOM for hosting the e-District application. Department will procure the same, Please confirm	Addressed in point no-30
41	Architecture Page No 36 & 37	<ul> <li>a) The RDBMS should be compatible with LINUX-based platforms and should work with CPU-based licenses.</li> <li>d) The Application should be developed in open-source Application Suite and RDBMS MS SQL as the back end.</li> </ul>	Both the clauses are contradictory , whether Bidder to propose RDBMS OR use the MS SQL, please clarify and confirm	Addressed in corrigendum
42	-	<ul> <li>a) The proposed architecture of the solution is a browser-based front end with the applications residing on application servers and accessed through HTTP protocol.</li> <li>b) The bidders are expected to decide upon the development platform and tools. The deployment would be a webbased access provision on the web browser to all users.</li> <li>c) The solution should have both frontend interfaces. i.e., for Mo Seba Kendra users and citizens directly applying from home / cybercafe</li> </ul>	Request to Department provide UAT and Staging environment with required IT infrastructure , Servers, Storage, OS, DB and System software etc. Please confirm	The staging environment shall be provisioned by OCAC.However , the bidder is required to install and setting up and configure the environment required for e-District solution.

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43	Clause 10.6.2. Programme Implementation Page No 46	e) Complete SLA Monitoring.	Our understanding is department will provide the Software tool to monitor the SLA, Please confirm	Addressed in point no-31
44		f) Enterprise Management System g) Helpdesk Management System	Our understanding is department will provide the f) Enterprise Management System g) Helpdesk Management System Software tools. Please confirm	The bidder needs to develop the Help Desk management module as a part & parcel of the scope of e-District application.Clause No- 11.6,Page no 64 of the RFP may kindly be refered for the same. For Enterprise Management System (EMS), please refer corrigendum.
45	Enhancement Services	Change requests beyond the scope of work will be incorporated in the application as software enhancement services after obtaining due approval from OCAC. Payments to such assignment will be as per the man-month rate provided in financial bid format and the same would be mutually agreed upon post discussion between the bidder and OCAC	Any Modification in the e-services leads to do Security Audit of the e- services before hosted in the production environment, in such cases who will borne the charges of re-Audit?	Security Audit requirement post software enhancement shall be determined by OCAC.Bidder to take up the security audit based on the direction of OCAC and the cost towards the same shall be reimbursed by OCAC based on the submission of actual bills.
46	Clause 7.2. Responsibilities of the selected agency	To demonstrate scalability for the entire state. Any cost required for scaling up of the project across the state within the warranty period would be considered as part of the assignment.	As it was not mentioned clearly wat type of Scalable of the Project in the entire state?	Same s point#27

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47	Clause 4.1 Sl. No. 8 Page No.20	Work order / Contract and Copy of nature project involving the design, development, implementation, support & maintenance of large-scale software	We understand that ongoing projects along with contract copy and progress report will be considered for these	Addressed in corrigendum
48	Clause 4.2 Sl. No. 3 page No.22	The bidder should have prior experience in implementing the e-District MMP Project in any state/ UT across India. Weightage of the state-wise implementation shall be on the following. - 1 state = 03 Marks - 2 States = 06 Marks - 3 States = 10 Marks	Request you to kindly reduce the number of states requirement to maximum 2 states for full marks Or Kindly also consider citizen centric projects / MMP projects along with e- District MMP Project, for this criterion	No Change. As per RFP
49	Not Specified	General	It is understood from the tender that the Hardware and Infrastructure will be provided by the Department. Kindly advise	Addressed in point no-30
50	Clause 2.4 - Page 11		Need more clarity no Service delivery engine and its functionality.	Addressed in corrigendum

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51	Clause 2.6 - Page 12	a) A Set of Data Base, Application Server along with one Web Server will be placed at a Central Location in Bhubaneswar for the E-District Project.	Required hardware and necessary licenses for Application deployment and will be provided by OCAC	Addressed in point no-30
52	Clause 2.6 - Page 12	i. Security features like Digital Signature, Bar Coding, and Biometrics will be used for the security of the application.	Should the biometrics to be enabled for all types of users.	Biometrics shall be enabled for the users especially for the approving authorities.
53	Clause 6.1 - Page 27	a) To develop the e-District solution based on the specifications of the existing solution or bidder may suggest any new technological/functional up-gradation based on its independent assessment.	Can the successful bidder/ implementing agency use the existing code base of the running eDistrict and up-grade the same application, and revamp the architecture, or the bidder has to redevelop the eDistrict application in the new platform.	Bidder may propose the solution afresh or may use the existing code to build the proposed solution accordingly as per the stipulated functionalities cited in the RFP.
54	Clause 6.1 - Page 29	C. Installation - b) Installation/integration of Operating System, Database, Application Server, etc.	Since hardware for the eDistrict application is provided by OCAC, installation of OS for Application server and Database server cannot be part of the Bidder scope.	Addressed in point no-30
55	Clause 6.2 - Page 30	Training Requirement	Break up for the number personnel need to be trained in category required like - General Awareness Training, Training on New Processes, Software Training, System Administration Training	The tentative total number of trainees will be 500 numbers
56	Clause 8.1 - Page 37	<ul> <li>o) The system should have adequate</li> <li>Artificial Intelligence Tools that should be</li> <li>able to perform Requisite MIS reports as</li> <li>required by the users.</li> </ul>	Need clarity on Artificial Intelligence tools that needs to be implemented for MIS reporting.	Bidder may propose any Open Source reporting tool as per the requirement of the RFP.
57	Clause 10.5 - Page 45	a) The Acceptance Tests for the Application Software will be carried out at the user department/ section of both the districts.	Districts not specified	Addressed in corrigendum

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58	Clause 11.3 - Page 53	B. Payment component - 4. System should allow mode of payment (Cash,/Draft/Credit Card/ Debit Card) under different services.	Need clarity on "Draft" type of payment mode	In case a citizen choose to pay by draft/cheque for any availed services , then in such case , the system should have an interface to capture the draft/cheque details, amount etc for the availed services.
59		<ul> <li>E) Approval/ Rejection Component (Intermediary Approver and Final Approver)-</li> <li>8. The system should also allow the user the digitally sign all the selected approved service request at one go</li> <li>9. The system should open a page for all approved service request with a prompt of digital signature in form a button to initiate the process of digital signing.</li> </ul>	Does requirement suggest for implementing bulk approval of the service request.	No Change. As per RFP
60	Clause 4.1 - Prequalification Criteria Page No. 21	Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre qualification criteria for the Bidder interested in undertaking the project	comply to the Make in India guidelines	No Change. As per RFP

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61	Contract Page No.26	that its proposal has been accepted, OCAC shall issue a work order and a tripartite agreement shall be executed among OCAC and the successful bidder taking into account the relevant clauses	We request you to clarify if there is any format or draft of the Master Service Agreement referred to in this clause as the RFP does not contain any agreement format. Please provide draft of this Agreement to help us examine the terms and conditions which are not included in the RFP.	
62	Contract Page No.26	After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue a work order and a tripartite agreement shall be executed among OCAC and the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Master Service Agreement (MSA) would be signed for the entire project period & value.	This clause mentions execution of Tripartite Agreement. Please clarify who is the third party other than OCAC and bidder with whom the Agreement will be signed?	Addressed in corrigendum
63	Clause 5.7 Page 27	Performance guarantee	To clarify the PBG required 3% of the pay-out or contract value end also the time period	Addressed in corrigendum
64	Clause 6.1 (a). k page 29	Manpower	2 manpower required at the time of implementation - to clarify the period for them, and also if the same can be outsources	The period of engagement will be for 3 Years as per RFP.Outsourcing is not allowed.
65	Development - j Page No-2	The bidder needs to undertake the data migration activity from the existing application i.e., Service plus and the old e- District portal to the newly developed eDistrict Application.	migrated and Legacy system DB details	Addressed in point no-38

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66	Clause 2.6: Solution Deployment Architecture- Page No-13		Please specify the number of concurrent users expected to use the website.	Addressed in point no-14
67	Clause 6.1 (A) : Design and Development - b Page No-27	Digi locker, 2) Odisha one, 3) email and	purchase the SMS/email gateway OR only integration is in bidder's scope and	Addressed in point no-16. Integration of the same with e-District solution is under bidder's scope.
68	Clause 6.7 page 34			Please Refer clause no 6.5-Support and Maintenance, Page No. 32 of the RFP for details.

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SN 69	Clause Details of RFP Clause 9.5 - Source Code and IPR Page No. 39 of the RFP document	The ownership of the source code of the application developed by the selected	Query/Clarification/ Suggestion This clause does not provide clarity regarding safeguarding pre-existing rights in the IPR in case if an existing application is used to develop and customise to build an new application as per customer requirement. Please clarify that the pre-existing rights in the IPR/Intellectual Property Rights of any original application/source code used for development of the new application for customer will be safeguarded and excluded from ownership of the Customer under this Clause. We also request you to add a clause indicating this as suggested below: "Except for the rights expressly granted under any license by a party or its sub- contractor under the Agreement, each party shall retain its right in the Pre- Existing IP and nothing in this Agreement shall be deemed to be a license or transfer of ownership in the Pre-Existing IP to the other Party. "Pre- Existing IP" for the purpose of this Agreement shall mean any and all intellectual property rights that each	Prebid Response/Clarification/ Corrigendum No Change. As per RFP

Clause 9.7 - Patent Rights       The Bidder shall indemnify the tenderer against all third-party claims of infringement of patent, trademark, or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.       This clause does not provide for reasonable exclusions that may validly occur/exist based on customer requirement or any violation of intended use. We request you to consider adding the following exclusions in this clause by modifying it:       No Change. As per RFP         70       70         70       70	SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
other item(s) not supplied by the Bidder/selected agency or (iii) attributable to possession or use of the deliverable/application (or any part thereof) by tenderer/customer other than in accordance with the terms of this Agreement/RFP."	70	Rights Page No. 40 of RFP	against all third-party claims of infringement of patent, trademark, or industrial design and intellectual property rights arising from the use of equipment	reasonable exclusions that may validly occur/exist based on customer requirement or any violation of intended use. We request you to consider adding the following exclusions in this clause by modifying it: "Notwithstanding the foregoing, the Bidder/selected agency shall have no obligation to defend or settle any claim for any infringement or other violation of any patent or other intellectual property right: (i) arising from compliance with tenderer's/customer's specifications, designs or instructions; (ii) relating to use of any deliverable/application supplied hereunder in combination with any other item(s) not supplied by the Bidder/selected agency or (iii) attributable to possession or use of the deliverable/application (or any part thereof) by tenderer/customer other than in accordance with the terms of	No Change. As per RFP

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
71	Clause 9.7 - Patent Rights Page No. 40 of RFP document	The Bidder shall indemnify the tenderer against all third-party claims of infringement of patent, trademark, or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.	We request you to clarify that the liability of the Bidder will be limited to direct damages or direct claims. We also request you to clarify that until determination of such third party claim regarding a deliverable infringing a third party IPR, the Bidder will take all measures to modify or replace the deliverables/product in question so that the said proprietary rights are no longer infringed, or procure for tenderer the right of continued contractual utilisation.	
72	Clause 9.8 - Force Majeure Page No. 40 of RFP document	For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of the selected agency or OCAC as the case may be, which such party 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:- War/hostilities, Riot or civil commotion, Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes, Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the selected agency, which prevents or delay the execution of the order by the selected agency.	Please clarify that pandemic including COVID-19 and restrictions imposed with respect to it are covered under this clause.	No Change. As per RFP

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
-	Clause 9.8 - Force	If a Force Majeure situation arises, the	We request you to clarify that the	No Change. As per RFP
	Majeure	selected agency is required to promptly	obligations of the parties will be	
	Page No. 40 of RFP	notify OCAC in writing of such condition	suspended during a Force Majeure	
	document	and the cause thereof within a period of	event. We also request you to increase	
		three (3) days from the date of	the timeline of notice period to 7	
		happening of such an event requiring	working days. We request you to	
		invocation of this force majeure article.	modify the clause to reflect the above	
		Unless otherwise directed by OCAC in	clarification in the following manner:	
		writing, the selected agency will continue		
		to perform its obligations under this	If a Force Majeure situation arises, the	
		supply order as far as is reasonably	selected agency is required to promptly	
		practical and shall seek all reasonable	notify OCAC in writing of such condition	
73		alternative means for performance of	and the cause thereof within a period of	
/ <sup>3</sup>		this order.	seven <del>three (73</del> ) days from the date of	
			happening of such an event requiring	
			invocation of this force majeure article.	
			The obligations of the parties will	
			remain suspended during the Force	
			Majeure event. <del>Unless otherwise</del>	
			directed by OCAC in writing, the	
			selected agency will continue to	
			perform its obligations under this	
			supply order as far as is reasonably	
			practical and shall seek all reasonable	
			alternative means for performance of	
			this order.	

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
	Clause 9.10 (a) -	Termination for Default: If the bidder	This clause does not cover for	No Change. As per RFP
	Termination for	fails to carry out the award/ work order	provisioning with respect to (i) costs	
	default	in terms of this document within the	that Bidder may have incurred till the	
	Page 41 of the RFP	stipulated period or any extension	date of termination; (ii) trigger of	
	document	thereof, as may be allowed by OCAC,	termination only if bidder fails to cure	
		without any valid reasons acceptable to	the default during notice period; and	
		OCAC, OCAC may terminate the contract	(iii) it also does not have a cap on the	
		after giving one month notice, and the	liability of the bidder with respect to	
		decision of OCAC on the matter shall be	the incomplete works, if any, on the	
		final and binding on the bidder. Upon	date of termination. We request you to	
		termination of the contract, OCAC shall	kindly add a provision in relation to the	
		be at liberty to get the work done at the	above points as it is crucial and	
		risk and expense of the bidder through	reasonable for bidder to have a	
		any other agency and to recover from the	provision covering for these points	
74		bidder compensation or damages.	relating to costs to be payable to bidder	
			on termination, cure period and also	
			put a cap on bidder's liability under this	
			clause. We suggest the following	
			changes to reflect the clarification	
			sought for this clause:	
			"Termination for Default: If the bidder	
			fails to carry out the award/ work order	
			in terms of this document within the	
			stipulated period or any extension	
			thereof, as may be allowed by OCAC,	
			without any valid reasons acceptable to	
			OCAC, OCAC may terminate the	
		l	contract ofter airing one month notice	]

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
			This clause does not provide for an event in case if OCAC/tendered commits default in complying with terms and conditions of the Contract. We therefore, request you to provide clarity and add the following provision in this clause to enable Bidder to terminate the Contract in case of	
75			breach by OCAC: "In the event OCAC materially breaches any term of this contract/RFP, which breach is not cured within thirty (30) days after written notice specifying the breach is given to the OCAC, Bidder may (i) terminate this contract after the expiry of the said period of 30 days; and (ii) pursue any and all remedies available subject to the provisions of this contract. On occurrence of the aforesaid event, OCAC will be liable to pay the Bidder the following amounts that have accrued till the date of such termination by Bidder: a. value of the works executed by the Bidder till the date of termination; b. value of the inventory held by the	

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
76	Clause 9.11 (b) - Resolution of Disputes & Arbitration	for resolution to the formal mechanisms, which may include, but are not restricted	Please clarify that arbitration is mandatory and not an option as this clause is not clear on it. We request you to make a minor change to suggest the same in this clause in the following manner: If, after thirty (30) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which will may-include, but are not restricted to, conciliation mediated by a third party acceptable to both, and if the conciliation is unsuccessful then the parties will refer the dispute for resolution by arbitration or in accordance with the Arbitration and Conciliation Act, 1996 to be conducted by an arbitrator appointed mutually by the Parties. The award shall be final and binding on the Parties.	No Change. As per RFP
77	Clause 9.11 (c) - Resolution of Disputes & Arbitration Page 41 of RFP document	All Arbitration proceedings shall be held at Bhubaneswar, Orissa, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.	We request you to change the place of arbitration to Delhi given the expeditious nature of the proceedings in Delhi and at Delhi Courts. We also request you to clarify that the Courts at Delhi will have jurisdiction over all matters arising out of this RFP/contract	No Change. As per RFP

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
	Regulatory Approvals Page 42 of RFP document	authorities. Further, the Bidder shall be responsible to get the required documentation completed for obtaining such approvals from time to time	We request you to clarify that OCAC will provide necessary assistance to bidder in obtaining the approvals as may be required to ensure that there is no delay in getting the approvals. We also request you to clarify that in case if there is any delay in getting approvals for reasons not attributable to Bidder then OCAC will provide reasonable extension of time to the bidder considering such delay	No Change. As per RFP

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
	Clause 9.15 - Limitation of Liability Page 42 of RFP document	Limitations of Liability	We note that there is no provision for limitation of liability for the bidder. Please note that having unlimited liability under the contract is not reasonable and feasible for any bidder. Therefore, request you to please add the following provisions in this clause capping the liability of the bidder under the RFP/contract: "9.15 (b) Notwithstanding anything	No Change. As per RFP
79			contained in this RFP/contract, the total liability of the Bidder for any kind of loss, damage or claim arising out of or connected with this RFP/contract will not exceed either (i) the value of the applicable purchase order giving rise to the liability or (ii) price allocable to the goods/works which give rise to such a claim, whichever is lesser.	
			9.15 (c) Notwithstanding anything contained in this RPF/contract, Bidder shall not be liable to the tenderer/OCAC for any special, incidental, indirect, or consequential damages, including without limitation for loss of data, loss of revenue, loss of business	
80	Clause 10.2. Page 43	Payment terms	No milestones defines for implementation / commissioning	No Change. As per RFP
81	Clause 10.2. Page 43	Payment terms	For SSL and training , invoicing to be done after go live . To clarify	The selected agency needs to provide supporting document as mentioned in the RFP, based on which payment shall be processed as per actuals.

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
82	Clause 10.2. Page 43	Payment terms	Is there any hardware supply in the project , if so , no payment terms are there	No,there is no hardware supply in the project.
83	Clause 10.2. Page 43	Payment terms	Manpower deployment , to be paid Truly, to clarify at the starting or end of the QTR, please clarify for amc also	All the quaterly payment to be done after successful completion of a quarter and submission of necessary documents as per the RFP.
84	Clause 10.2. page no 43 SI No1	Submission of System Design & SRS Document and Approval from competent authority 20% of the One-time Software Development component	Request to release 30% payment after Contract signing and 30% after SRS document and approval from competent authority	No Change. As per RFP
85	Clause 10.2. page no 43 SI No 2	Completion of development, integration, and deployment of e-District Solution as per the scope of the work and successful completion of UAT & cyber security audit. 70% of the One-time Software Development component	30% after one time development component	No Change. As per RFP
86	Clause 10.2. page no 43 SI No 3	Go-Live of the e-District solution, Go-Live means 11 applications should be filled successfully from the e-District application and at least 5 certificates must have been delivered from the solution	10% of the One-time Software Development component	No Change. As per RFP
87		Payment terms	Request to kindly mention the time frame for payment processing once the invoice is submitted	The payment shall be processed as per norms of OCAC .

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
88	Clause 10.4.1(d) - Penalties Page No. 46 of the RFP document	quarter should not exceed 10% of the 'applicable fees' for the respective quarter. In case the calculated uncapped penalty is more that 20% for two consecutive quarters, the authority reserves right to increase the capping value (ceiling limit) of the penalty or take appropriate action against the service provider.	This clause does not have an overall cap on the liability of the Bidder. We, therefore, request you to provide a maximum cap on the penalties to cap the liabilities of the bidder to a specific determinable amount. We request you to add the following line in this clause to clarify the same by modifying this clause: "Maximum Penalty applicable for any quarter should not exceed 10% of the 'applicable fees' for the respective quarter. In case the calculated uncapped penalty is more that 20% for two consecutive quarters, the authority reserves right to increase the capping value (ceiling limit) of the penalty or take appropriate action against the service provider. Provided that in no event will the maximum penalty to be imposed on the Bidder for the SLAs under the RFP will not exceed the25_% of the quarterly billing"	
89	Hardware items		Do we require the same for the project and if so , is any warranty required	No hardware is required under this project.
90	Insurance		No mention of insurance in the RFP , to clarify if the same is required	No.Insurance is not required under this RFP.
	Clause 11.6: Helpdesk Management System, Page No. 64	There shall be a Helpdesk Management		As per the office timing notified by Govt. of Odisha.

SN	Clause Details of RFP	Content of RFP requiring Clarification(s)	Query/Clarification/ Suggestion	Prebid Response/Clarification/ Corrigendum
	Clause 11.6: Helpdesk Management System, Page No. 64	There shall be a Helpdesk Management module	What are the skill set that are required to carry out the helpdesk Operation as its not mentioned in the RFP.	Please refer clause 6.4-Manpower Requirement, Page No. 32 of this RFP for details.
93	Clause 11.6: Helpdesk Management System,Page No 64,	There shall be a Helpdesk Management module	Do we also need to consider Monitoring support too as its not specifically mentioned	Monitoring of SLA of call logging, resolution etc as per SLA monitoring parameters (10.3) of this RFP to be done through the Help Desk Management Module.
	Clause 11.6: Helpdesk Management System, Page No. 64	There shall be a Helpdesk Management module	Please update on the Number of estimated queries received by Helpdesk Team	As and when queries received that is to be addressed by the Helpdesk team immediately as per the SLA parameters
95	Clause 11.6: Helpdesk Management System, Page No. 64	There shall be a Helpdesk Management module	Please confirm the Ticket source, is it through portal only or there are other means as well.	Ticket source shall not be confined to the portal, based on the requirement , citizen can file the issue through call centers. The log of such issue shall be provided to the selected bidder. The selected bidder shall enter the details in Help Desk management module and create the ticket.
	Clause 11.6: Helpdesk Management System, Page No. 64	There shall be a Helpdesk Management module	What would be the Helpdesk SLA (Response Time and Resolution Time) for Service request	Please refer 10.3 SLA Parameters of this RFP for details.
		The mobile application should be with compatibility features & should be built keeping in view various key platforms like Windows, iOS & Android.	Windows Mobile phone has been discontinued. Now all customers asks only Android & iPhone App requirements. Is it ok to cover iOS and Android OS only in scope ?	Addressed in corrigendum
98	General	Technology Language		Bi-lingual (English / Odia)
				Sd/- General Manager (Admn), OCAC