

Pre-bid Compliance Sheet for For Development & Implementation of Automation system (PARESHRAM) for Department of Labour &ESI, Government of Odisha.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
1	Page 27, clause 3.1 (prequalification criteria)	Average Annual Turnover during the last three financial years ending on 31.03.2019 should be at least ₹ 75 Crores.	To allow more participants and healthy completion we request to reduce the turnover from 75 Cr to 15 Cr based on the average annual payout of the project.	STL	No Change
2	3.1 Prequalification Criteria (General Bid) 3.2 Technical Evaluation Criteria Page No: 28		ICT Policy section 5.5.2 preferential procurement published by DeitY, Govt. of Odisha mentions about mandatory local participation while awarding projects worth Rs. 5 Crore. As per Model RFP published by Gol, consortiums bidding are mostly encouraged to allow multiple Vendors with varying skills to participate in Government projects for the capital, sharing the risks, skills, resources, maturity and the characteristics of the market, facilitating participation of smaller vendors, facilitate the company to protect its core interests and Intellectual Property rights or trade secrets or copyrights. Hence, we request you to kindly allow consortiums for this tender and scoring in technical evaluation for local partner inclusion/participation.	STL	Mandatory Local Enterprise Participation: As per ICT policy -2014 of the state, 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.
3	5.1 Broad Scope of the Project, Page No. 35	B. Data Digitization, Scanning, data entry, data migration and porting to the application.	Kindly clarify the statement "Porting to the application". It would be better to get the clarity on scope.	STL	The scanned document and its associated digitized data must be accessed by the respective module of the application
4	II. Application Operations and Management Stage, Page No. 37	Deploy Post Implementation Team for Operations and Maintenance of the application.	Kindly mention the number of resources required by the client to be deployed as the post implementation team for operation and maintenance of the application.	STL	The bidder has to finalize how many resources are required to provide uninterrupted service.

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5	Payment for HELP desk support and data entry operator, Page No. 111	Payment towards HELP desk support and data entry operator shall be paid on quarterly basis .The payment will be released after deducting the penalty as per the penalty clause.	Payment towards HELP desk support and data entry operator shall be paid on quarterly basis .The payment will be released after deducting the penalty as per the penalty clause.	STL	No change
6		General	What are the various configurations and level required for the Services to be implemented?	CMS COMPUTERS LTD.	Refer to clause-6 of RFP
7		General	What is estimated total number of users (including external) and concurrent users?	CMS COMPUTERS LTD.	Application user around 400 excluding citizen & business houses.
8	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.	We assume the DC,DR infrastructure will be provided by OSDC including hardware, power, cables, routers etc.	CMS COMPUTERS LTD.	Yes
9	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.	Infrastructure softwares will be provided or we need to procure and install (Antivirus, SLB, SVN, Security and maintainace tool)?	CMS COMPUTERS LTD.	No change
10	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.	Assuming OCAC will provide the environments for Development, QA, UAT and Production in OSDC.	CMS COMPUTERS LTD.	Development , QA environment will not be provided by OCAC, Staging, Production , UAT environment will be provided by OCAC

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11	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.	We assume Remote connectivity for development will be provided by OCAC.	CMS COMPUTERS LTD.	Yes
12	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.	SSL will be provided by OCAC or SI should procure	CMS COMPUTERS LTD.	OCAC will procure SSL
13	5.3.1 Data Digitization (Data Entry into the System):	The Selected Bidder has to digitize the documents (registration / license etc.) enter the data in each of such documents. The Selected Bidder has to scan each such document and link it to the data entered in the system.	Is it possible to give approximate break-up of the documents by their age? What is the oldest document to be scanned?	CMS COMPUTERS LTD.	The age of the document is maximum 2 years
14	5.3.1 Data Digitization (Data Entry into the System):	The Selected Bidder has to digitize the documents (registration / license etc.) enter the data in each of such documents. The Selected Bidder has to scan each such document and link it to the data entered in the system.	Assuming all the documents are A4 size paper. Plz confirm. What is the condition of the papers?	CMS COMPUTERS LTD.	Reasonably good
15	5.3.1 Data Digitization (Data Entry into the System):	The Selected Bidder has to digitize the documents (registration / license etc.) enter the data in each of such documents. The Selected Bidder has to scan each such document and link it to the data entered in the system.	Whether opening the file with the paper and keeping the paper in order is scope of the digitization	CMS COMPUTERS LTD.	Yes
16	5.3.1 Data Digitization (Data Entry into the System):	The Selected Bidder has to digitize the documents (registration / license etc.) enter the data in each of such documents. The Selected Bidder has to scan each such document and link it to the data entered in the system.	Plz confirm whether the fields in the forms are already mapped to the services to be developed in the project.	CMS COMPUTERS LTD.	Each form is related to a service

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17	5.3.1 Data Digitization (Data Entry into the System):	The Selected Bidder has to digitize the documents (registration / license etc.) enter the data in each of such documents. The Selected Bidder has to scan each such document and link it to the data entered in the system.	On an average how many words are there in a page	CMS COMPUTERS LTD.	Can be known during digitization
18	5.3.2 Data Migration: Pg.No. 42	In addition to the paper based document, some data reside in external systems such as Go-Swift and Go- Smile System.	What is the volume of data that need to be migrated? What is the technology stack for these application systems and DB?	CMS COMPUTERS LTD.	Mostly MS-SQL,.Net, Apache,My-SQL
19	5.3.4 Master Data Creation:	It is made clear that the bidder has to perform this activity in the Directorate premises.	The tasks should be carried out in how many Directorate premises	CMS COMPUTERS LTD.	Two (Labour, Factories and boilers
20	5.6 Training: Pg. No 48	A batch of 20 each shall be formed for the purpose of training.	Training will happen at single location or multiple locations? Who will provide the infrastructure like hardware, projector etc. required for training purpose. Assuming about 12 batches of training will be required	CMS COMPUTERS LTD.	Training will be conducted Centrally. Non-IT will be provided by Department
21	5.8.2 Helpdesk Support: Pg. No 52	Helpdesk Support	Any Helpdesk already available and needs to be integrated or Helpdesk tool to be implemented?	CMS COMPUTERS LTD.	No helpdesk is available
22	7.5.1 Common Services Pg.No. 64	Provision for registering Digital Signature and complete online authentication for signing up into the portal	Assuming that procuring Digital Signature systems is not part of scope of SI. Plz confirm that SI only needs to facilitate integration and coordinate with 3rd party organizations. What are various user roles who needed digital signatures? Number of such users	CMS COMPUTERS LTD.	Digital signature will be provided by Department.

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23	7.7.7 Mock Drills Pg.No. 71	The Mock Drill shall be carried out with the help of Field Going Device with Mobile Application installed having functional feature to capture data for the parameters as required under the Act	Assuming Field going device here referes to mobile phones that have the mobile app	CMS COMPUTERS LTD.	Yes
24	8.1 Solution and Application Architecture Pg.No. 75	Application developed should be integrated with SMS Gateway, Payment Gateway (Integrated Financial Management System) / Instruments etc.	Assuming SMS / email gateway, payment gateway will be provided by OCACand SI has to integrate with the application. OCAC will provide the necessary API and access.	CMS COMPUTERS LTD.	Yes
25	8.6.6 Integration and Interoperability: Pg. No 82	Integration and Interoperability	Can we use Rest Service also instead of SOAP?	CMS COMPUTERS LTD.	It is up to the SI
26	8.8.3 e-Sign: Pg.No. 87	The System should interface and integrate with such Third Party Service Providers	Assuming OCAC will provide the API and necessary access?	CMS COMPUTERS LTD.	OCAC will facilitate in providing APIs
27	8.9 Mobile App: Design Considerations: Pg. No. 87	Mobile application should be compatible and accessible on major mobile device OS such as (Android, iOS.)	We assume Android/IOS mobile application shall be build for latest version. Is it required to develop Mobile App for windows platform? Any preference for Native or Hybrid development?	CMS COMPUTERS LTD.	Yes Mobile app should be developed for latest version of Android and IOS with backward compatibility for at least for 2 versions. Mobile App for windows not required. Hybrid development is preferred.
28	8.9 Mobile App: Design Considerations: Pg. No. 87	Selected SI should be hosting the app in the Play store, App store, Microsoft App Store	Does OCAC has existing accounts on stores or need to be created?	CMS COMPUTERS LTD.	Play store and App Store Account to be created by the SI

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29	9.2 Conformance to Technology & Standards: Pg.No. 92	The solution would be cloud based or cloud compliant	The solution is going to be deployed in OSDC.	CMS COMPUTERS LTD.	Solution will be hosted in OSDC
30	9.5.1 Table 1: Technology Standards Pg.No. 94	Integration with Existing IT Applications: SI should ensure that the proposed solutions are having necessary interfaces for data exchange with the existing IT applications.	What are the applications that need to be integrated?	CMS COMPUTERS LTD.	Integration with IFMS, Odisha one etc will be required. SI may have to integrate with at least 5 applications.
31	11.18 Security Audit Pg.No. 106	Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.	Assuming third party audit is SI responsibility?	CMS COMPUTERS LTD.	Yes
32	8.9 Mobile App: Design Considerations: Pg. No. 87	App should be resolution independent that will automatically expand /compress itself as per the screen resolution	Kindly clarify app design should be compatible for both mobile and tablet or mobile only.	CMS COMPUTERS LTD.	Both Mobile & Tab
33	8.9 Mobile App: Design Considerations: Pg. No. 87	Application should be capable to plug-in new technologies and components in a seamless manner	Kindly give the brief information on plug-in new technologies and components in app.	CMS COMPUTERS LTD.	The new technology available at the time of development
34	8.9 Mobile App: Design Considerations: Pg. No. 87	Application should have capability to connect to the network in batches, in order to overcome the no network scenarios	Kindly give the brief information about to connect to the network in batches	CMS COMPUTERS LTD.	Optimizing downloads for efficient network access that will minimize the drainage of battery while using radio signal
35	8.9 Mobile App: Design Considerations: Pg. No. 88	The App should work in both offline / online mode	Kindly clarify what type of functionalities should work in offline mode?	CMS COMPUTERS LTD.	In case of non- availability of network access, app should store relevant information and transfer once network restored.

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36	9.2 Conformance to Technology & Standards: Pg.No. 92	General	Request to allow use of other standard workflow engine like Kaleo Engine besides BPEL and BPMN 2.0 for Integration and Workflow?	CMS COMPUTERS LTD.	No restriction so far workflow satisfies the user requirement.
37	9.5 Technology Standards: Pg. No 94	Integration with Existing IT Applications	What is the technology stack of the existing applications? We assume exiting IT Application will provide the services and API for integration.	CMS COMPUTERS LTD.	Yes
38	9.5 Technology Standards: Pg. No 94	Compatibility -The system should run on multiple browsers (IE 6.0 and above, Firefox 2.0v and above, Safari and Google Chrome).	Relax the compatibility about older browser versions as all latest UI Frame work has compatibility issue with old browsers.	CMS COMPUTERS LTD.	No change
39	13 Time Line & Tentative Deliverables Pg. No. 107	Solution Design	We recommend providing LDD and HDD after SRS. HDD can be provided immediate after SRS and LDD during phase release?	CMS COMPUTERS LTD.	Accepted
40	5.7 User Acceptance Testing (UAT) & Go-Live: Pg. No. 50	Solution Design	Web portal shall be development of a new portal or enhancing/ redirecting from existing portal. If new portal is to be developed, domain registration will be required.	CMS COMPUTERS LTD.	New Portal to be developed. Domain registration will be done by Department.
41	5.7 User Acceptance Testing (UAT) & Go-Live: Pg. No. 50	Completion of development of Web Portal	Any user directory available for portal or all users should registered again?	CMS COMPUTERS LTD.	No User Directory is available
42	14 Payment Terms: Pg. No. 110		There is a separate milestone for Security-Audit. How this is related to the development phases Security Audit? Is SI expected to do Security Audit separately for Web-portal and 19 modules i.e., 20 times	CMS COMPUTERS LTD.	Yes, security audit has to be carried out for each module and portal. , 30 times.

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		iii. 30% of development cost will be released after Security Audit and Go- Live of the respective Modules.			
43	14 Payment Terms: Pg. No. 110	Payment for Integration with other application:	The integrations will be done as part of the module development. How this milestone is related to module completion milestone?	CMS COMPUTERS LTD.	Integration is not part of module completion milestone. As and when requirement comes, the integration will be done.
44	14 Payment Terms: Pg. No. 110	Payment for Web portal & DMS: Annual subscription cost shall be paid annually to the Selected Bidder as per the quoted value of its financial bid.	The requirement is for Open-source product. Is it required to take Annual Subscription of any Enterprise COTS product for web portal and DMS?	CMS COMPUTERS LTD.	Open source product is preferred but not compulsory. In case any open source product is used, the same should not be community edition. It should be enterprise and licensed version.
45	14 Payment Terms: Pg. No. 110	Payment for Data Digitization: The Data Digitization cost shall be paid to the Selected Bidder as per the page digitization (scanning & Data entry) value quoted in the financial bid	At what frequency the payment will be made for the accepted scanned pages and data entry details respectively. We suggest, this payment should be released on monthly basis at actual.	CMS COMPUTERS LTD.	Phase wise payment will be made.
46	14 Payment Terms: Pg. No. 110	Payment for Data Digitization: The number of pages digitized shall be finalized after review and approval of the Department. The payment shall be released after correct digitization of data of the respective group of services of the respective module and certificate thereof from the department.	What is the acceptance criteria for approving the Digitized data?	CMS COMPUTERS LTD.	Absolute correctness of data and clean scanning.
47	14 Payment Terms: Pg. No. 111	Payment for System Software:	What are the System Software expectations? Are we supposed to procure any Enterprise softwares like OS and DB?	CMS COMPUTERS LTD.	DB may have to be procured not OS.

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48	18.5 Format- 18(E): Pg. No. 120	Enterprise Class Database(Preferably Open Source)	Is it expected to consider only Enterprise Database with license?	CMS COMPUTERS LTD.	Yes. Community edition is not acceptable
49	5 FINANCIAL TERMS & TIMELINES: Pg. No. 172	Service Development and Operation & Maintenance (O&M) Phase	We suggest to add Web portal development as a separate phase with timeline before phase 1 as it is a separate activity and may need lots of iteration for content and GUI.	CMS COMPUTERS LTD.	No change Homepage layout is already decided by the department.
50	Tender Schedule. Pg. No. 11	Last date and time for Submission of Bid : 28/02/2020, 02:00 PM	On the basis of the clarification(s) advised by OCAC, decision / strategy towards bidding, will depend. Therefore, we request to allow at least 4 weeks (from the date of publishing the Pre-bid Clarification) to submit the Bid.	CMS COMPUTERS LTD.	No change
51	Tender Schedule. Pg. No. 13	Proposal Submission : Manual (Paper)	Most of the Govt. (including lot of Corporates) Tender bidding happens electronically (e-bidding). Odisha being so advanced in "Digital" way; we request to allow / advise for "e-bidding" only in lieu of "Physical / Manual" submission of bid(s), especially when the bid volume / paper consumption is high. That also helps saving "Environment".	CMS COMPUTERS LTD.	No change
52		General	Database should support open database connections.	ORACLE	Accepted
53		General	Database should be 'open standard' rather than 'open source'	ORACLE	Yes. In case of open source, it should not be community edition
54	Page 27, clause 3.1 (prequalification criteria) Sl. No. 2	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.	Model RFP section 2.5.1 Financial Stability: Sales Turnover and Net Worth[Page No. 31] published by Govt. of India recommends inclusion of sales turnover where System Integration Turnkey projects that require significant initial investments high levels of operating expenditure	CSM	No change

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			<p>Further, Model RFP section 1.4.2 Sales Turnover [Page 14] published by Govt. of India mentions that "Sales Turnover requirement does not add value in increasing the competition or encouraging bidders who can provide quality solution</p> <p>This eligibility criteria seems to be restrictive in nature and will limit participation of bidders. We therefore request you to kindly reduce the Average annual turnover from Rs. 75 crore to Rs. 30 crores or may consider an aggregated value of last 3 financial year as Rs. 75 crore which will invite a healthy competition among the qualified bidders</p>		
55	Page Number 28, Clause 3.1 (prequalification criteria) Sl. No. 7 Consortium	Consortium bidding/ sub-contracting is not allowed	The scope of work requires resources of multiple skills for implementation of projects, so sub-contracting / consortium may be allowed. <u>Being a local organization, our request is in line with the ICT Policy 2014 of Government of Odisha.</u>	CSM	As per ICT policy -2014 of the state, 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.
56	Page Number 28, Clause 3.1 (prequalification criteria) Sl. No. 7 Consortium	Consortium bidding/ sub-contracting is not allowed	The scope of work requires resources of multiple skill sets for execution. Therefore sub-contracting may be allowed Data entry Operator and Scanning & digitization process.	CSM	Already addressed (as local enterprise collaboration as per ICT policy)
57	Page 34, Clause 4.6, Performance Guarantee	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	<p>As per the recent tenders published by OCAC it is mentioned that the bank guarantee shall be provided by the selected bidder, within 15 days from the Notification of award, for a value equivalent to 5% of the annual pay-out (Exclusive of taxes) and the fresh PBG to be submitted each year</p> <p>Hence we request to kindly amend the clause as following:</p>	CSM	No change

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		kept valid till completion of the project and Warranty period	"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 5% of the annual pay-out (Exclusive of taxes) and the fresh PBG to be submitted each year"		
58	Page 38, Clause 5.2.2, Operations and Maintenance,	ii. Provide hand-holding support to the user community post implementation of the Solution at all the identified locations for a period of one year after System Go-Live.	We assume that hand holding support to the user community post implementation of the Solution at all the identified locations shall be provided by the Data entry operators. Kindly confirm.	CSM	Yes
59	Page 38, Clause 5.2.1, implementation Phase,	Installing & preparing the environment with all the required software/ tool/ products as applicable in the SDC and provided by department	We assume that all the required software like operating system and database licenses will be provided by OSDC.		Only O/S will be provided by OSDC
60	Page 42, Clause 5.3.2, Data Migration	In addition to the paper based document, some data reside in external systems such as Go-Swift and Go- Smile System. The Go-Swift and Go-Smile system stores the details of Factories and Boilers/ Establishments, and inspection schedule and reports. It is within the scope of the Selected Bidder to migrate such data in the envisioned system.	Please mention the size of data to be migrated.	CSM	Bidder has to study to know the size of the data
61	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	We request DPIT/OCAC to allow the SI to provide the Source code after deployment in the server post UAT on the last working day of every week.	CSM	Accepted
62	Page 50, Clause 5.7 UAT and Go- Live, Sl. No. C	After achieving certain numbers of transactions, Go-live shall deem to be declared for respective application/module	Please mention the number of transaction to be considered for declaring Go-Live	CSM	Transactions that covers all possible data sets.
63	Page 52, Clause 5.8.2 Helpdesk support	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	We assume that the necessary Non IT Infrastructure Like Office Space, Electricity Connectivity, Internet connectivity, workstations required for the Helpdesk operation shall be provided by Directorate. Kindly confirm. Please mention the detail BOQ with specification of hardware required for Helpdesk setup.	CSM	Yes. Vendor has to give specification as per requirement Yes

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			We assume that department will provide the environment for helpdesk setup. Bidder will only responsible for the resource deployment and the IT infrastructure.		
64	Page 52, Clause 5.8.3 Data Entry Operator aka user support executives	SI, in addition to the Help Desk, would also deploy a team of Data Entry Operators aka User Support. They will assist in making the user community familiar with the envisaged system. These DEOs should be fully conversant with all the functional features and business processes in the envisaged system.	We request department to bear the all the logistics expenditure for Data Entry Operators in case they are required to travel outside of their base locations	CSM	No change
65	Page 75, Clause 8.1, Solution and Application Architecture	Application developed should be integrated with SMS Gateway, Payment Gateway (Integrated Financial Management System) / Instruments etc	We assume that the necessary SMS Gateway and Payment Gateway shall be provided by OCAC. Kindly confirm.	CSM	Yes
66	Page 84, clause 8.7.1, Single Sign On	Single Sign-On (SSO) is a property of access control of multiple related, but independent software systems. With this property a user will logs in once to the System and gain access to all systems without being prompted to log in again at each of them. Single sign-Off is the reverse property whereby a single action of signing out terminates access to multiple software systems.	<ol style="list-style-type: none"> a. a. Kindly specify the number of application to be accessed through Single sign on. b. We assume that OCAC will provide identification server for implementation of Single sign on. c. Also we understand that for implementation of Single sign on, any necessary modification on the existing application shall be done by the respective development organization. We will be only responsible for the integration of identification server with the envisaged application. 	CSM	<ol style="list-style-type: none"> a. May be 4 to 5 applications be accessed. b. Yes c. Yes
67	Page 86, clause 8.8.1, Application integration and interfacing requirements	The envisioned portal and application shall be open for integration, interfacing and data exchange with other Government Applications with platform and technology independent facility in it. Further the proposed application should have integration facility with MSDG/Payment Gateway (Integrated Financial Management System) Go-Swift, Go-Smile, IPICOL, ShramaSuvridha, ORTPS, OSWAS, e-Biz and CIG application is an illustrative list of such applications which would exchange data with the envisioned system.	<ol style="list-style-type: none"> 1. We request finalization of integration scope before approval of SRS. 2. Department will provide the API/ web services of the enlisted applications 	CSM	<ol style="list-style-type: none"> 1. Integration scope will be a separate activity and will be carried out as and when required 2. Yes
68	Page 87, clause 8.8.3, e-Sign	The envisioned system hinges substantially on authenticating users through Aadhaar Based	We request department/ OCAC to take the responsibility of onboarding the e- Sign service provider. Selected Bidder	CSM	Yes

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		Authentication and e-Sign services provided by Controller of Certifying Agency empaneled agencies. The System should interface and integrate with such Third Party Service Providers	shall only be responsible for integration of e- Sign with the envisaged application. Kindly confirm.		
69	Page 92, Clause 9.2 Conformance to Technology & Standards	The solution would leverage use of Controller of Certifying Agency empaneled agencies for authentication (Aadhaar based authentication), Digital-Locker, Digitize India, e-sign, PayGov India, National Payment Gateway platform, Mobile-Seva etc.	We assume that responsibility for on boarding the Controller of Certifying Agency empaneled agencies for authentication (Aadhaar based authentication), Digital-Locker, Digitize India, e-sign, PayGov India, National Payment Gateway platform, Mobile-Seva would be done by OCAC. SI will integrate the envisaged application with the above mentioned applications. Kindly confirm Request to kindly give the functionalities of integrating empanelled agencies application such as digitize India, Pay Gov India, Mobile seva etc.	CSM	Yes Look Internet to know functionality
70	Page 104 Clause 11.10, Operations and Maintenance Phase Requirements	The SI shall be provided a Single Remote Login Credential for the administration of the Application, System and Database etc. The SI shall deploy a full time Resource for the Operations and Management of the PARESHRAM in Department / Directorate at Bhubaneswar for the entire engagement period	Request addition of line item towards cost of "Full Time Resource Operations and Management of the PARESHRAM" in the commercial bid format.	CSM	No change
71	Page 105 clause 11.16, Warranty	Selected Bidder should provide comprehensive support & warranty for 5 years from the date of Go Live for all artefacts which would be provided by the Selected Bidder.	We understand the term "Support &Warranty" and "Post Implementation" both refers to the same scope. Also we request "Support &Warranty" period should start from the date of Go-live of any single service.	CSM	Support & warranty starts from the go-live of last module.
72	Page 111 clause 14, Payment Term	H. Payment for Security Audit:	Also as per our understanding the audit will be conducted module wise. So the quantity in financial bid for security audit should be 25 instead of 11.	CSM	Audit will be conducted once for each module before commencement of O&M Phase. Similarly the Portal will be audited once before made go live/O&M . After O&M phase the PARESHRAM Application (All modules) and Portal will be

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					audited twice in a year. So total 30 audits have to be performed.
73	Page 114, Clause 14, Payment Term	F. Payment for HELP desk support and data entry operator,	We request the client to change the payment term from Quarterly to Monthly basis.	CSM	No change
74	Page 115, Clause 17.1.1, Penalties	For each two weeks of delay in Service Go-Live of individual module, penalty of 0.5 % of the development cost of respective Module shall be applied. In case there is a delay of 150 percent of the allotted timeline for the respective phases with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc).	We understand that, the Go- Live of any phase shall not be delayed due to the delay in Go- Live of any particular service in that phase for reasons not attributable to the bidder. And that in such a scenario, payment shall be released for the individual GO-Live services.	CSM	Yes
75	Page 117, clause 18, Financial Bid: 18.1 Format- 18(A)	Design, Development, Deployment & Implementation of all the services with Support for Five (5) Years	The module name mentioned in the commercial bid format doesn't match with the module name mentioned in Clause 6. Request modification	CSM	Corrected, check the corrigendum for final financial format.
76	Page 120, clause 18.5 Format- 18(E) System Software Subscription Cost:	Enterprise Class Database (Preferably Open Source)	As per the scope of work mentioned, the database must be "Open Standard". Request consideration of the same.	CSM	Already addressed above
77	Page 36, Clause A. L&E e-Governance System (PARESHRAM, sl. No. xi.	The selected bidder shall be responsible to coordinate with OCAC & OSDC official to host the application and comply with all the policies of OSDC	We understand that Department/ OCAC will provide domain name for hosting of the application. Kindly confirm	CSM	Yes
78	Section - 5.3.2 Page Number - 42	5.3.2. Data Migration "In addition to the paper based document, some data reside in external systems such as Go-Swift and Go- Smile System. The Go-Swift and Go-Smile system stores the details of Factories and Boilers/ Establishments, and inspection schedule and	Request for the clarification whether there is any electronic documents are resides in the external system other than paper based documents and master data which needs to be extracted and migrated to DMS? If yes, what is the volume and size?	3i Infotech	Yes. Volume may be provided by Department at the time of SRS

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		reports. It is within the scope of the Selected Bidder to migrate such data in the envisioned system"			
79	Section - 5.4 Page Number - 46	5.4. DMS "System will allow the Directorate to search such records on parameters such as Registration Number / License Number or combinations thereof and retrieve the record. The Metadata of the Registration /License shall be digitized and the supporting document shall get linked and tagged to such records. Directorate official can click – view – download – print such records"	Request for the clarification whether it is expected to search the document directly from DMS application or searching of the documents to happen from core portal where DMS to be integrated as backend solution? Will DMS be used from internet to archive/retrieve documents by the applicant directly during submission of the application or review?	3i Infotech	Searching is required from core portal as well as from related modules and DMS application. Yes
80	Section - 5.5.1 Page Number - 46	5.5. System Sizing and Deployment Requirements "5.5.1. Sizing Application Requirements"	Sizing of the application is majorly depends on the concurrency of user access to the application on various aspects. Request for the clarification how many concurrent users may access DMS for different activities?	3i Infotech	Around 200 users may access DMS
81	Section - 8.5.3 Page Number - 78	8.5. Enterprise Portal for Labour – Gateway to All Services 8.5.3 - "Mobile Accessibility Mobile accessibility will enable dissemination of information from the applications through wide range of mobile devices and gadgets. This will make the PARESHRAM portal both portable and accessible. Mobile accessibility guidelines should be according to the Mobile Web Best Practices Guidelines (MWBP)."	DMS is majorly used in this project to host the scanned and digitized documents. DMS will be used as backend integrated solution which will be integrated with core portal and accessible from all modules and services where from documents needs to be uploaded or referred. Request for the clarification : 1>Is there any requirement of separate mobile app for DMS? 2>What all DMS functions are expected to do from mobile device?	3i Infotech	1. No. Responsive DMS will suffice. 2. NA
82	Section - 8.6.4 Page Number - 82	8.6.4 Capture and Indexing "It should support centralized deployment of	Request for more clarification of the requirement of centralized deployment of scanning template	3i Infotech	All templates Will be store in a single location through DMS and the permission is with the central

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		scanning templates so that the central user can deploy the scanning templates at multiple locations."			user (super admin). The super admin can share or provide access to other users to use it.
83	Section - 8.9 Page Number - 88	8.9. Mobile App: Design Considerations "xii. The App should work in both offline / online mode"	If DMS is accessible and workable from mobile device then what is the expectation of DMS to work in offline mode from mobile app?	3i Infotech	Already addressed above
84	Section 8.10, Management of Information System (IMS) Reports, Page Number - 88	Reports generated shall be in the printable format	Q1. What are the number of MIS Reports & Dashboard need to be built and what would be proportional break-up of these reports in terms of the following: a) Standard Scheduled Reports b) Semi- Analytical Reports c) Highly-Analytical Reports d) Time Sensitive Reports (especially regulatory reports)	3i Infotech	To be finalized during study
85	Section 8.5.4 , Analytics, Page Number - 78	The study of data using statistical analysis in order to discover and understand historical patterns in order to predict and improve business performance in the future.	Please confirm approx number of use cases of Analytics? Are they readily available or decide during requirement study phase?	3i Infotech	During SRS
86	Section 3.2.3 Project Experience and Expertise Page# 31, Point# 5	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	In the integrated application development work orders, client does not give the separate value of mobile application. We assume that for mobile application development value, total assignment value would be referred. In order to check the cited mobile application's importance and usages, you may please consider count of downloads from App Store / Play Store, which ideally should be more than 50,000 downloads, and self-certified along with technical proof for the same.	3i Infotech	No change
87	Section 3.2.3 Project Experience and	The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central	We request to limit the experience within a specified period of last 5 years in order to ensure bidder's current competency. Also, the qualifying project values are too	3i Infotech	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
	Expertise Page# 29, Point# 1	Government/Govt. PSU/Govt. Autonomous body in India during the last 10 years minimum order value of 50 Lakhs.	less compared to the size of the assignment under this RFP. We request you to kindly reduce the limit of past qualifying project experience period. We also request to increase qualifying past project value, so that implementations of comparable complexity and size are quoted by bidders. Hence, you may kindly consider changing the criteria as below: The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 5 years minimum order value of 3 Crore.		
88	Section 3.2.3 Project Experience and Expertise Page# 29, Point# 1	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	We request to limit the experience within a specified period of last 5 years in order to ensure bidder's current competency. Also, the qualifying project values are too less compared to the size of the assignment under this RFP. We request you to kindly reduce the limit of past qualifying project experience period. We also request to increase qualifying past project value, so that implementations of comparable complexity and size are quoted by bidders. Hence, you may kindly consider changing the criteria as below: 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 5 years having minimum order value of Rs 1 Cr	3i Infotech	No change
89	Section 3.2.3 Project Experience and	The firm/ company should have developed and implemented DMS/CMS application for any Department In State / Central Government/Govt.	We request to limit the experience within a specified period of last 5 years in order to ensure bidder's current competency. Also, the qualifying project values are too	3i Infotech	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
	Expertise Page# 29, Point# 1	PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 10 lakhs.	less compared to the size of the assignment under this RFP. We request you to kindly reduce the limit of past qualifying project experience period. We also request to increase qualifying past project value, so that implementations of comparable complexity and size are quoted by bidders. Hence, you may kindly consider changing the criteria as below: 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 5 years having minimum order value of ₹ 20 lakhs.		
90	Section 3.2.2 Financial and Resource Strength, Page Number 29, Point# 1	Documentary Evidence: Audited Balance Sheet and Statutory Auditor's Certificate	We request you to also consider Chartered Accountant certification in addition to the Auditor Certificate	3i Infotech	No change
91	Section 3.1 Prequalification Criteria, Page Number 27, Point# 3	Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate	We request you to also consider Chartered Accountant certification in addition to the Auditor Certificate	3i Infotech	No change
92	Section 10.3 Project Team Structure, Page Number 99	Solution Architect Qualification Required: BE/MCA + MBA	Request you to kindly amend the qualification criteria as to BE/MCA. In our view MBA doesn't add value in solution architecture role.	3i Infotech	Accepted
93	Section 10.3 Project Team Structure, Page Number 99	Business Functional Lead: Qualification Required: BE/MCA + MBA	Request you to kindly amend the qualification criteria as to BE/MCA or MBA	3i Infotech	Business Functional Lead: Qualification Required: BE/MCA with MBA will be preferred.
94	Pre Qualification criteria , Basic requirement , page 28	Consortium bidding/ sub-contracting is not allowed	As we understand the scope of the RFP is very huge, so we request OCAC to please consider consortium partner for this Bid	Luminous Infoways	Already addressed above

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
95	Pre Qualification criteria , Basic requirement , page 28	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.	We request OCAC to please reduce the Work order Value from Rs. 12 Cr to 8 Crs at least one project or or two projects with minimum order value of ₹ 3 Cr each or three projects with minimum order value of ₹ 1 Cr each in State / Central Government/ Govt. PSU/ Govt. Autonomous body in last 7 financial years ending as on bid submission date.	Luminous Infoways	No Change
96	Pre Qualification criteria , Basic requirement , page 27	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.)	We request OCAC to please reduce the turnover from Rs. 75 Cr to 20 Cr.so, OCAC can able to get more participation for this Bid.	Luminous Infoways	No Change
97	3.2 Technical Evaluation Criteria, page no 29	Average Annual Turnover in last 3 years ending with March 2019 from Software development implementation and it's support Services >= 75 Cr &< 100 Cr : 7marks >= 100 Cr &< 125 Cr : 8 marks >= 125 Cr &< 150 Cr : 9 marks >= 150 Cr : 10 Marks	We request OCAC to please amend the turnover criteria as listed below " >= 20 Cr &< 25 Cr : 7marks >= 25 Cr &< 30 Cr : 8 marks >= 30 Cr &< 35 Cr : 9 marks >= 35 Cr : 10 Marks If the present marking criteria keep for this tender then very few bids will come to OCAC for the bid submission.	Luminous Infoways	No Change
98	3.2 Technical Evaluation Criteria, page no 29	The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 10 years minimum order value of 50 Lakhs.	We request OCAC to please amend the clause as listed below "The firm/ company should have developed, implemented and supported d E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 10 years minimum order value of 50 Lakhs."	Luminous Infoways	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
99	3.2 Technical Evaluation Criteria, page no 29	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	We request OCAC to please amend the clause as listed below " The firm/ company should have developed and implemented web portal/web application 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 lakh	Luminous Infoways	No change
100	3.2 Technical Evaluation Criteria, page no 29	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 .	We request OCAC kindly please consider both API based mobile application/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 .	Luminous Infoways	No change
101	Section 3.1 (prequalification criteria) Sl. No. 7 Consortium, Page Number 28	Consortium bidding/ sub-contracting is not allowed	It is understood that the entire scope is multi-domain such as software development, resource deployment & data digitization which requires involvement of multiple agencies for successful execution. Therefore, we request to consider allowing sub-contracting. <i>ICT Policy, Govt. of Odisha may kindly consider for local participation while awarding projects more than five crores.</i>	Sarada System	Already Addressed above
102	Section 4.6, Performance Guarantee, Page Number 34	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	We request the client to reduce the PBG requirement from 10% of total value to 5% of total contract value	Sarada System	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
103	18.4 Format- 18(D)	Data Digitization Cost:	Please confirm the size and number of pages along with the age for appropriate calculation of cost	Sarada System	During SRS it will be known
104	Section 5.6, Training, Page number 48	Generic	In the Commercial bid, cost of training has not been factored. Request the client to kindly provide clarification on the same.	Sarada System	No change
105	Section 5.8.2, Helpdesk Support, Page Number 52	SI shall setup a Centralized Helpdesk with 4 seats. The working hours would be office business hours of the Department for first Twelve Months. The Help desk would be reduced to 2 seats after first year for the remaining period of four Years. However, the actual number of seat capacity of the Helpdesk may have to be revised as per requirement assessed through quantum of calls received per month and/or progress of the project. The first such assessment shall be made after 3 months from establishments of the Helpdesk.	Please confirm the working hours of Helpdesk operators	Sarada System	Office hours
106	Section – 3.1, Page Number - 27	Consortium is not allowed	Request the department to please allow “Consortium” for participating in the RFP.	STPL	Already addressed above
107	Section – 3.1, Page Number - 27	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.)	Request the department to please consider “the bidder average annual turnover generated from Software development implementation and support during the last three financial years ending on 31.03.2019 to be at least Rs 35 Crores.	STPL	No change
108	Section – 5.1, Page Number - 35	Data Digitization, Scanning, data entry, data migration and porting to the application.	Request the department to please clarify the existing volume of data.	STPL	Will be known during SRS

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
109		General	We request you to kindly consider the financial and technical capabilities/credentials and quality certifications of foreign parent/holding company as part of the pre-qualification and technical evaluation criteria. Request you to also consider global credentials in the government sector of the foreign parent/holding company as part of the qualification and technical evaluation parameters.	PruTech Solutions India Pvt. Ltd.	No change
110		General EMD	kindly give EMD exemption to MSME registered organizations	PruTech Solutions India Pvt. Ltd.	No change
111	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.	We would request to amend the Clause as below . 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.	M/s Trigyn Technologies Limited	Accepted
112	28	EMD & Document Fee: The bidder must submit Tender document fee amounting to ₹ 12,000/- in shape of DD and EMD amounting to ₹ 30,00,000/- in shape of DD or Bank Guarantee from a schedule bank	To encourage Small and Medium scale companies, We would request to amend the Clause as below . EMD & Document Fee: The bidder must submit Tender document fee amounting to ₹ 12,000/- in shape of DD and EMD amounting to ₹ 30,00,000/- in shape of DD or Bank Guarantee from a schedule bank. EMD will be exempted for the companies who registered under MSME. Valid documentary proof should be submitted.	M/s Trigyn Technologies Limited	No change
113	30	The firm/ company should have developed and implemented DMS/CMS application for any Department In State / Central Government/Govt.	We would request to amend the Clause as below . The firm/ company should have developed and implemented DMS/CMS/ LMS application for any	M/s Trigyn Technologies Limited	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 10 lakhs.	Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 10 lakhs.		
114	30	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.	We would request to amend the Clause as below . The firm/ company should have developed and implemented Citizen centric e-Gov application 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.	M/s Trigyn Technologies Limited	No change
115	31	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 . 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 Each completed project - 2.5 marks maximum upto 5 Marks.	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 . 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 + Partial completion certificate + Show the presence on the Google play store/ APP store Each completed project or Ongoing project having presence on the Google play store / APP store - 2.5 marks maximum upto 5 Marks.	M/s Trigyn Technologies Limited	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
116	107		Deliveribles are depended on approvals from the department. So, Delivery timeline should start from the date of approval from Department	M/s Trigyn Technologies Limited	Yes
117	110	<p>Payment Terms:</p> <p>Payment will be released module wise in a staggered manner as described below:</p> <p>i. 20% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof.</p> <p>ii. 30% of development cost will be released after development and UAT of the respective Modules.</p> <p>iii. 30% of development cost will be released after Security Audit and Go-Live of the respective Modules.</p> <p>iv. Balance 20% of development cost will be released after one year of successful go live.</p> <p>v. The O & M cost shall be released in 20 QGRs (within post implementation support period)</p>	<p>Payment Terms:</p> <p>Payment will be released module wise in a staggered manner as described below:</p> <p>i. 20% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof.</p> <p>ii. 40% of development cost will be released after development and UAT of the respective Modules.</p> <p>iii. 35% of development cost will be released after Security Audit and Go-Live of the respective Modules.</p> <p>iv. Balance 5% of development cost will be released after one year of successful go live. or upon submission of equivalent bank Guarantee.</p> <p>v. The O & M cost shall be released in 20 QGRs (within post implementation support period)</p>	M/s Trigyn Technologies Limited	No change
118	Page 106 of 214 12 Intellectual Property Rights	<p>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.</p> <p>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>In case of a Customized of the shelf Product Source Code is the bread and butter of the Company. The company will provide with Maintenance under contract for the period to enable the smooth Hand over of the functional capabilities of the Product. Under AMC any Product upgrade both functional and technical updates of Global nature will be forwarded to Customer as part of deliverables.</p> <p>We are coming up with a COTS product, so we are assuming IPR rights of COTS solution will be with vendor. Source code of customized solution will be shared with</p>	Decos	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

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
			tender authority. Source code of COTS product can be submitted in ESCROW arrangement. Please confirm		<p>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</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
					<p>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 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</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
					<p>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</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
					<p>services. No source code of the pre-existing work will be shared or escrowed.</p> <p>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, 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</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
					<p>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</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
					agreement (or) the end user license agreement (EULA).
119	General Query	Number of users for each module	Number of users accessing the system is not mentioned in the RFP. To estimate and provide better hardware sizing for solution hosting we need approx number of users who will access the system. Kindly mention number of users.	Decos	During SRS it will be known
120	Page 38 of 214 5.2 Key Activities: 5.2.1 Implementation Phase	xiv. Centralized User Helpdesk for system software, application and database	Do we have SQL Server or Oracle database license to create a instance for new system? Or do we have to buy new licenses?	Decos	SI to buy
121	Page 84 of 214 8.7.2 Secure Communication Channels	Secure communication channels ensure that data is protected from accidental or deliberate (malicious) modification while in transit. Hypertext Transfer Protocol Secure (HTTPS) is a combination of the Hypertext Transfer Protocol (HTTP) with SSL/TLS protocol to provide encrypted communication and secure identification of a network web server – the main idea of which is to create a secure channel over an insecure network.	Do we need to provide SSL Certificates? Do we have to do CERT-IN Performance testing?	Decos	Yes
123	General Query	Implementation	For fast implementation, we prefer doing onsite implementation to meet the deadline . Will tender authority provide desk space for implementation team? We are assuming that this is going to be a centralised implementatio at tender authority location. Please confirm. If not then please mention number of locations where solution needs to be implemented.	Decos	Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
124	Page 36 of 214 Details Scope of Work: I. Application Implementation Stage: A. L&E e-Governance System (PARESHRAM)	v Integration of SMS gateway, Payment Gateway and Payment instruments with the Application as per the recommendation of the department	Does tender authority have any existing SMS and Email subscription? If Yes then can we use the same in this system. If we don't have any existing subscription then can tender authority will do recharge as per need? Volume of the SMS will be very high and it's not feasible for a vendor to assume volume. We request tender authority to provide us SMS and Email subscriptions. Integration of the same will be done by selected vendor.	Decos	Yes these will be provided
125	Page 48 of 214 5.6 Training:	5.6 Training	We are assuming, tender authority will provide training infrastructure like training room, projector, table, chairs etc. Please confirm Approx number of users to train?	Decos	Projector will not be provided by Department May be round 200-300
126	General Query	Support timing and work days	What will be the support timing and work days?	Decos	Working hours and working days
127	Page 41 of 214 5.3 Data Entry, Data Migration, Validation of Data	Data Entry, Data Migration, Validation of Data	Do we have to migrate any existing data? If Yes then please mention volume and format module wise.	Decos	Yes. During SRS volume and format will be known
128	Page 38 of 214 5.2 Key Activities: 5.2.1 Implementation Phase	xvii. Procurement, customization and integration of other applications as may be required.	For integration with all other systems we need their APIs, all the system APIs will be provided by tender authority to integrate. Please confirm. Also mention systems which needs to be integrated.	Decos	Yes OCAC will facilitate APIs. During SRS integration and digitization details will be known
129	Page 36 of 214 B. Data Digitization	Data Digitization	Does the bidder have also to do digitization of data for the solution? If so, please mention the number of documents to be digitized? Scanning documents will be out of scope. Please confirm	Decos	Legacy data to be digitized

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130	Page 92 of 214 9.2 Conformance to Technology & Standards	§ 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, Gol cloud policy	Request you to allow .Net Framework technology. Development Platform Microsoft ASP.Net Microsoft .Net support cross-platform development, Microsoft is providing the full .NET server stack in open source, including ASP.NET, the .NET compiler, the .NET Core Runtime, Framework and Libraries, enabling developers to build with .NET across Windows, Mac or Linux. Through this implementation, Microsoft will work closely with the open source community, taking contributions for future improvements to .NET and will work through the .NET Foundation https://news.microsoft.com/2014/11/12/microsoft-takes-net-open-source-and-crossplatform-adds-new-development-capabilities-with-visual-studio-2015-net-2015-and-visualstudio-online/ http://techartaffinity.com/blog/open-source-software-and-microsoft-net-as-open-source/ Microsoft gets on board with open source - https://opensource.com/business/14/11/microsoft-dot-net-empower-open-sourcecommunities	Decos	Open standard/open source technology may be used. In case of Open source, Community edition is not acceptable
131	Page 23, Point h (Point 2.4.4: Submission of Proposal)	In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.	Elsewhere in the bid it is mentioned that, only originals in hard copy has to be submitted along with one cd (for technical and pre-qualification bid) and nowhere it is mentioned that duplicate copy in physical submission has to be made. Please advise if duplicate copy has to be provided for pre-qualification and technical bid.		Copies means soft copy

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
132	Page 23, Point h (Point 2.4.4: Submission of Proposal)	In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.	Elsewhere in the bid it is mentioned that, only originals in hard copy has to be submitted along with one cd (for technical and pre-qualification bid) and nowhere it is mentioned that duplicate copy in physical submission has to be made. Please advise if duplicate copy has to be provided for pre-qualification and technical bid.	Unecops Technologies Limited	Copies means soft copy
133	Page 52, Point 5.8.2 Helpdesk Support	SI shall setup a Centralized Helpdesk with 4 seats. The working hours would be office business hours of the Department for first Twelve Months. The Help desk would be reduced to 2 seats after first year for the remaining period of four Years. However, the actual number of seat capacity of the Helpdesk may have to be revised as per requirement assessed through quantum of calls received per month and/or progress of the project. The first such assessment shall be made after 3 months from establishments of the Helpdesk.	Seating environment and infra for helpdesk and data entry team will be provided by whom? By Infrastructure, we mean seating space, help-line (toll-free number), systems/computers, air-conditioning etc.	Unecops Technologies Limited	Computer and other IT related articles to be provided by the SI
134	Page 160; Pt. g Project Timelines	-	10 months for delivery of entire project is way too less; we request you to increase the total time to 15 months.	Unecops Technologies Limited	No change
135	Page 119/224; Pt. 18.3 Format-18 C: Web Portal and DMS Application Cost	-	If we procure DMS, how would we quote cost on subscription model.	Unecops Technologies Limited	It depends on licensing mechanism of the DMS procured.
136	Page 35/224; Pt. 5.1 Broad Scope of Work	Data Digitization, Scanning, data entry, data migration and porting to the application	Kindly clarify the volume of data to be ported and the format in which data has to be provided to the department. Whether there would be any scope for data cleaning or not.	Unecops Technologies Limited	Will be known during SRS
137	Page 35/224; Pt.A.2, Detailed Scope of Work	Procurement, Supply, configuration and testing of requisite System Software	What all system software apart from Database is required from the vendor. Please elaborate	Unecops Technologies Limited	OS shall be provided by OSDC. All other software should be provided by SI

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138	Page 36/224; Pt.A.2, Detailed Scope of Work	Provide all utilities and software for performing e-sign and Digital Signature	We need clarity as to whether or not DSC tokens are to be provided by the department or vendor. In the case of vendor, what would be the exact number of tokens to be procured and how do we provision for this cost in the financial bid document	Uneecops Technologies Limited	Department/OCAC will provide the DSC
139	Page 42/214; Data Migration	Data Migration from external systems such as Go-Swift and Go- Smile System.	Please mention the exact technology stack of these applications along with a brie understanding of these systems in order to enable us to envisage the required system. Furthremore, what would be the exact amount of data to be ported into the new application. ALso we need to understand whether any data cleaning will be required? What format will the data be provided to Uneecops.	Uneecops Technologies Limited	Will be known during SRS.
140	Page 47/224 : Deployment in State Data Centre	User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.	We would like to bring to the department's notice that in any software development project, only the requirements captured in SRS are developed. Any changes after UAT would be treated as change request and cannot be impediment to release of sign-off and corresponding payment. We advise the department to drop this clause.	Uneecops Technologies Limited	No change
141	Page 49/224 : Capacity Building on Digital Signatures	As and when required, training / on-demand web based training for the new officials taking charge for service provisioning.	We would like the department to define the frequency and quantum of training along with number of trainees and location of training. This will enable us to estimate the cost of these trainings. Also, we would like to understand what is meant by web-based trainings. i.e. whether training has to be provided on some platform or will it be instructor-led.	Uneecops Technologies Limited	Around 200-300 users will be trained .Online training module has to be prepared. Primarily training will be instructor led.
142	Page 50/224; User Acceptance Testing & Go-Live	Rectification in the new application/modules for any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested by Department (if any) during the UAT without any additional cost.	We would like to bring to the notice of the department that improvements/enhancements and upgradations are not part of UAT; only rectification is there. We request the department to modify this clause accordingly.	Uneecops Technologies Limited	No change
143	Page 51/224 , Pt. 5.7.2; Software Maintenance	Minor changes to the business process will be addressed except new table, database, etc.	We would like the department to define the "Minor change" in terms of lines of code or effort required to expend in	Uneecops Technologies Limited	

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			order to implement the minor change. This would enable us to estimate the project cost.		
144	Page 52/224, Pt. 5.8.2	The Helpdesk shall be made operational from the Go-Live of services.	We understand that help-desk will be required from Go-Live of phase-1 for 2 months only as per the project timelines stated in Master Services Agreement on page 160; please clarify the exact start-date and end-date of helpdesk along with its duration.	Unecops Technologies Limited	
145	Page 61/224, Pt. 7.1; Business Requirements to be met by the system	The workflow automation and look and feel of the envisaged PARESHRAM application should be similar to OSWAS application. In this regard, the bidders are encouraged to view the OSWAS application	The department is requested to brief us about the said system and if possible please give the URL of this system to internalize the graphic requirements for this project.	Unecops Technologies Limited	OSWAS is a Work Flow application with approval mechanism.
146	Page 77/214; External Interface	External Interface: This layer facilitates in providing access to external stakeholders in pushing and pulling data with the Systems	What would be the method of pushing and pulling data i.e. through Web APIs or Web Service. In either case please confirm whether it will be the responsibility of vendor/service provider to provide these or respective systems teams/department will provide the queries. Kindly confirm the exact number of APIs to be developed by the service provider	Unecops Technologies Limited	May be WebAPI or web services. However OCAC will facilitate in getting APIs from external applications. Number of systems to be informed during SRS.
147	Page 79/224; Pt. 8.5.6: Web Experience Management	Department / Directorate would need to provide a strategy for delivering a seamless online experience for its external stakeholders like Businesses / Citizens / Department Officials etc. In order to do that, Department / Directorate would need to do more than just streamline the online experience; they need to connect the external user experience across the multi-channel online and offline user experience.	Kindly elaborate on what department means by offline user experience. We understand if the same is for mobile application but how does department intend to implement offline experience in web portal? Kindly clarify.	Unecops Technologies Limited	As per RFP
148	Page 88/214; Pt. 8.1 : Management	h) Provision of Query based reporting facility. i) Facility to link and generate reports based on an event.	Please elaborate on the number of reports envisaged to be developed in the system. Please specify the number of ad-hoc reports, customized reports and dashboard level	Unecops Technologies Limited	Will be known during SRS

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
	Information System (MIS)- Reports	j) Report should come up with drag and drop method.	readily available reports. Moreover, we request you to cap the number of "drag & drop" reports in order to enable us to estimate the component of MIS Reports in the application		
149	Page 91/224; Pt. 9.1 : Portal Design Guidelines	The portal must comply with guidelines as specified by Government of India and available at www.web.guidelines.gov.in	GIGW compliance is usually carried out for websites however, you require the same for web application. Kindly state the exact guidelines within the GIGW compliance matrix which need to be followed here or whichever are applicable.	Unecops Technologies Limited	All GIGW Compliances are required
150	Page 95/224; Section 9.5: Technology Requirements	Online/Offline Mode: One Service of State Action Plan shall (Voluntary Registration of Migrant workers" should also work in Offline and Online Mode	For the state action plan, please suggest if the same has to function in offline-online mode for web application or mobile application or both?	Unecops Technologies Limited	Both
151	3.2.4 Approach & Methodology	Proposed Solution and its components with Prototype design Live demonstration of at least one E-governance G2B or G2C application	Please elaborate what do you mean by Live Demonstration Does it mean Live Demo of Prototype of Live Demo of working solution?	Wipro	Live demo of working solution is preferred. Prototype demo will also acceptable.
152	5.1 Broad Scope of the Project:	A. System Study, System Design, Development, Testing, Deployment, Training and Go live of web portal and PARESHRAM Application (19 Modules). The application should be web based and mobile responsive	Please help us understand how is the department currently providing the services to citizen. Are any applications currently being used.	Wipro	Few applications are operational. All services are not automated. Automated services are also not end to end process
153		Integration of SMS gateway, Payment Gateway and Payment instruments with the Application as per the recommendation of the department	We understand that SMS, Email, Payment Gw will be facilitated by department. Please confirm	Wipro	Yes
154	5.1 Broad Scope of the Project., page 36	Interface with the Controller of Certifying Agencies empanelled agencies to provide e-sign	We understandt that the application will expose API's/Service which can be consumed by CCA. Please confirm	Wipro	Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
156	Page 42, 5.3.2 Data Migration:	In addition to the paper based document, some data reside in external systems such as Go-Swift and Go- Smile System. The Go-Swift and Go-Smile system stores the details of Factories and Boilers/ Establishments, and inspection schedule and reports. It is within the scope of the Selected Bidder to migrate such data in the envisioned system	What is the format in which such data is available e.g. flat file, database etc. What is the volume of data - No of files, No of tables etc	Wipro	Database. It will be known during SRS
157		5.2.2 Operations and Maintenance:	We understand that the application support team would be required during the business hours only.	Wipro	Mostly. But during exigency extra time to be given.
158	Page 42	It is imperative that a User Interface is created through which Data shall be digitized and the related document shall be scanned and linked with the Master Data	Please confirm if department is expecting a Scanning /OCR solution for this	Wipro	Scanning and digitization
159	5.4 DMS:	Document Management System	Please suggest the number of users who might be directly accessing the Document Management system for Search/View/Retrieval of documents	Wipro	200-300 users
160		Document Management System	What is the time period till when these licences and certificates need to be stored in the DMS. What is the archival policy	Wipro	Till completion of contract period.. data to be stored in archive for the period as desired by Department
161	Page 35	Design, Development, Testing and Deployment of Mobile Application for specified Services and inspection	Please suggest the number of mobile apps required like - for approving officials, for end users etc	Wipro	To be finalized during SRS.
162	Page 35	Design, Development, Testing and Deployment of Mobile Application for specified Services and inspection	Is the department expecting Hybrid or Native Mobile App	Wipro	Hybrid
163	Page 47	It is envisaged that Directorate Inspectors and empanelled Competent Persons would undertake Inspection of Factories and Boilers. These would be performed using a mobile app	Apart from inspection, field verification are any other functionalities expected in the Mobile App. Please elaborate	Wipro	No

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164	Page 61	The workflow automation and look and feel of the envisaged PARESHRAM application should be similar to OSWAS application	We understand that OSWAS and PARESHRAM are totally independent application and only look and feel is required to be similar	Wipro	Yes
165		General	What is the Active Directory, SSO being used at the department?	Wipro	No AD , SSO is used now
167		Pre bid and submission date	Request you to please extend atleast for 10days of both	Wipro	No Change
168	17 Performance Requirements – Service Levels (SLAs), Page No. 113	17 Performance Requirements – Service Levels (SLAs) Average Loading time for Transaction Pages	Request to review the quantum of penalty percentages and as per the likelihood of occurrence of default. Request to reduce penalty percentages as bidder will have access to OSDC over VM only. Also request to remove the penalty for following line items as this is service based RFP : 1.Absence of Onsite Resource (During O&M Phase) 2.Shortfall of Helpdesk operators 3. Shortfall of Data entry operators Also because In case of Web service Integration with the other Third Party Portal The .processing could be not within the threshold Time Limit. Will suggest to exclude the SLA for integration with other applications as this is beyond the scope of bidder. Please confirm.	TCS	No change
169	5 FINANCIAL TERMS & TIMELINES, Page No. 170	5 FINANCIAL TERMS & TIMELINES Implementation Phase: Service Development and Operation & Maintenance (O&M) Phase	The bidder requests the following addition in the clause: IV. The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder	TCS	The payment shall be released within 30 days of completion of service, acceptance thereof by OCAC/Department , and submission of invoices by the SI.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
			shall be entitled to a late payment interest of 2% per month of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.		
170	5 FINANCIAL TERMS & TIMELINES, Page No. 172	<p>5 FINANCIAL TERMS & TIMELINES Integration with External Systems:</p> <p>I. The Selected Bidder shall be paid as per the quoted value in the Commercial Bid Format for each successful integration.</p> <p>II. The order value shall be released to the Selected Bidder only after successful Go-Live</p>	<p>The bidder requests the following addition in the clause:</p> <p>III. The Department shall complete the User Acceptance Tests within 15 (fifteen) days of date of intimation by the bidder of readiness of the system for User Acceptance Testing, post that it will be deemed accepted.</p> <p>IV. The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	TCS	<p>iii. Deemed acceptance clause is mentioned in MSA.</p> <p>IV. Not acceptable</p>
171	5 FINANCIAL TERMS & TIMELINES, Page No. 170	5 FINANCIAL TERMS & TIMELINES	<p>The bidder requests the following addition in the clause:</p> <p>III. The Department shall complete the Training related</p>	TCS	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
			<p>activities within 15 (fifteen) days of date of intimation by the bidder of readiness to impart the training, post that it will be deemed completed. The Department is responsible to ensure that all personnel nominated to receive the training are available at the time fixed with the bidder to provide the training. Once any training has been imparted, it will be deemed to be completed. If the bidder requests to conduct the training session again for any additional personnel/services, it will be at an additional cost to the Department and commercials shall be submitted by the bidder at the Department's request.</p> <p>IV. The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p>		
172	5 FINANCIAL TERMS & TIMELINES, Page No. 170	5 FINANCIAL TERMS & TIMELINES	<p>The bidder requests the following addition in the clause:</p> <p>IV. The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month</p>	TCS	Addressed above

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			of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.		
173	5 FINANCIAL TERMS & TIMELINES, Page No. 173	<p>5 FINANCIAL TERMS & TIMELINES</p> <p>Data Digitization:</p> <p>I. The Data Digitization cost shall be paid to the Selected Bidder as per the value quoted in the Commercial Bid Format</p> <p>II. The number of pages digitized shall be finalized after review and approved by the OCAC and Department.</p> <p>III. The release of order value shall be subjected to the successful Go-Live for the respective group of services</p>	<p>The bidder requests the following addition in the clause:</p> <p>IV. The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	TCS	Addressed above
174	5 FINANCIAL TERMS & TIMELINES, Page No. 173	<p>5 FINANCIAL TERMS & TIMELINES</p> <p>Helpdesk and Data Entry Operators:</p> <p>I. The payments shall be made on actual number of resource deployed for Helpdesk and Data Entry at Department offices based on the resource rate</p>	<p>The bidder requests the following addition:</p> <p>IV. The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month</p>	TCS	Addressed above

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		<p>provided in the Financial Bid Format.</p> <p>II. The number of Helpdesk and Data Entry Operator deployed shall be decided by the Department.</p> <p>III. The release of order value shall be made on quarterly basis along with penalties associated to SLA which are provided in RFP.</p>	<p>of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p>		
175	5 FINANCIAL TERMS & TIMELINES, Page No. 173	<p>5 FINANCIAL TERMS & TIMELINES</p> <p>Penalty Clause: Service Development: For each two weeks of delay in Service Go-Live of individual module, penalty of 0.5 % of the development cost of respective Module shall be applied.</p> <p>In case there is a delay of 150 percent of the allotted timeline for the respective phases with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc.).</p>	<p>The bidder requests the following modification:</p> <p>Penalty Clause: A. Service Development: For each week of delay in Service Go-Live of individual service, penalty of 0.1% of the development cost of that individual service shall be applied</p>	TCS	No change
176	5 FINANCIAL TERMS & TIMELINES, Page No. 173	<p>5 FINANCIAL TERMS & TIMELINES</p> <p>Penalty Cap: Service Development: 10% of service development cost of individual service. O&M Phase: 10% of quarterly O&M cost. If penalty reaches above 10%, it may be treated as unsatisfactory performance by SI. Department may review and cancel the engagement with SI.</p>	<p>The bidder requests the following modification:</p> <p>C. Penalty Cap: a) Service Development: 5% of service development cost of individual service. b) O&M Phase: 5% of quarterly O&M cost. c) If penalty reaches above 5%, it may be treated as unsatisfactory performance by SI provided the reasons are attributable to the SI only.</p>	TCS	No change

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			Department may review / cancel the engagement with SI as per the provision in the Termination clause given in the agreement. The overall penalty shall be capped to 10% of the total contract value		
177	5 FINANCIAL TERMS & TIMELINES, Page No. 173	<p>5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE</p> <p>TERMS OF PAYMENT AND PENALTIES</p> <p>The total order value shall be Rs<Amount> (In words). This value is inclusive of all taxes and duties.</p>	<p>The bidder requests the following modification to the clause:</p> <p>Prices shall be quoted in Indian rupees and Charges quoted should be exclusive of all types of Taxes.</p> <p>All fees payable to bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, the deartment shall be responsible to pay or reimburse bidder the amount of such taxes.</p> <p>Taxes to be applied on actual at the time of invoicing during the entire duration of the contract and extensions. For any change in the tax structure, during the tenure of the contract, the Department will be liable to release the payments based on the revised taxes. The bidder will not revise the base price of the invoices to accommodate the additional taxes and duties imposed by Government</p>	TCS	Accepted
178	5 FINANCIAL TERMS & TIMELINES, Page No. 170	<p>5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE</p> <p>(ii) If the bidder delays Contract Performance Guarantee Bond beyond 15 working days,</p>	<p>The bidder requests the following modification to the clause:</p> <p>(ii) If the bidder delays Contract Performance Guarantee Bond beyond 30 working days.</p>	TCS	Accepted

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
179	5 FINANCIAL TERMS & TIMELINES, Page No. 170	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE Department will penalize the bidder by charging 1% of the quoted value per week of delay.	The bidder requests the deletion of the clause that says that Department will penalize the bidder by charging 1% of the quoted value per week of delay. This is extremely stringent. The bidder will make every possible endeavour to furnish the PBG as requested within the time frame	TCS	No change
180	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE, Page No. 170	5 FINANCIAL TERMS & TIMELINES PERFORMANCE BANK GUARANTEE (vi) In the event of the bidder being unable to service the contract for whatever reason, Department would evoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of Department under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Department as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract.	The bidder requests the following modification to the clause: (vi) In the event of the bidder being unable to service the contract for whatever reason, Department would evoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of Department under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Department as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract limited to the contract value of the services undelivered by the bidder only; provided the reasons for failure to meet its deliverables should be attributable to the bidder only.	TCS	No change
181	2 DEFINITIONS AND INTERPRETATION DEFINITIONS CONDITIONS PRECEDENT PRECEDENT , Page No. 150	2 DEFINITIONS AND INTERPRETATION DEFINITIONS CONDITIONS PRECEDENT Non-fulfillment of Conditions Precedent b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment 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.	The bidder would like the following modification: b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment 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.	TCS	<u>To be changed to</u> In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment 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.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
182	17 SCHEDULE V: INVOICING AND SETTLEMENT, Page No. 205	<p>17 SCHEDULE V: INVOICING AND SETTLEMENT</p> <p>The OCAC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this Schedule where the OCAC disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the escalation procedure as set out in the Governance Schedule. Any exercise by OCAC under this Article shall not entitle the SI to delay or withhold provision of the Services.</p> <p>The OCAC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this Schedule where OCAC disputes any previous invoice or part of it that it had not previously disputed provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be referred to the escalation procedure as set out in the Governance Schedule. Any exercise by the OCAC under this Article shall not entitle the SI to delay or withhold provision of the Services.</p>	<p>The bidder would request the following addition to the clause:</p> <p>If no dispute, substantiated in writing, is made by OCAC within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Department. Any such dispute shall not relieve Department from paying when due any undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the department to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement</p>	TCS	No Change
183	Section 3.1, Page No. 28	7. Consortium	Consortium bidding/ sub-contracting is not allowed as per RFP. Further, as per page # 185 in the MSA section, sub contracting is only allowed for Data digitisation. Kindly confirm	TCS	To be modified in RFP.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
184	Section 4.6, Page No. 34	Performance Guarantee	<p>1) Please accept PBG for 5% of the TCV (excluding taxes).</p> <p>2) In case validity of the PBG needs to be extended for a period beyond the current validity of 70 months, please accept a PBG for 5% of the total value of pending activities only instead of the TCV.</p> <p>3) In case of extension of the project beyond the initial contract period, then the PBG should be submitted for 5% / 10% of the value of the extension order only instead of the entire TCV.</p> <p>4) Please return the PBG of the entire contract value post completion of the Implementation phase and in return, accept a new PBG for the O&M phase only.</p> <p>(5) Performance Bank Guarantee shall be valid for 1 month beyond the contract period.</p> <p>(6) Performance Bank Guarantee may be discharged/ returned by Department immediately upon the expiry of the PBG validity</p>	TCS	<ol style="list-style-type: none"> 1. No change 2. No change 3. No Change 4. Accepted 5. Accepted 6. Accepted
185	Section 5.1, Page No. 36	xii The selected bidder, after deployment of application, shall request for sign-off by OCAC. User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.	<p>Kindly modify the clause as:</p> <p>The user Department may request for improvement provided it is within the scope of work of the contract. Anything beyond the agreed scope of work as defined in the RFP will require additional efforts on the part of the bidder and a separate commercial will be submitted upon request by the Department. The OCAC / User Departments should not delay in providing the sign off in case the application is as per the specifications defined in the contract.</p> <p>The Department shall complete the acceptance in a time bound manner and within 15 (fifteen) days of date of intimation by the bidder of readiness of the system, post that it will be deemed accepted. If there is a delay in</p>	TCS	Addressed in Change request clause

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
			providing sign off by the Department for reasons not solely attributable to the SI, then the requirement for sign off will be waived off by the Department.		
186	Section 5.2.2, Page No. 38	i. O&M of all associated artifacts for a period of 5 years with further extension of 2 years upon satisfactory performance of SI. post implementation/Go Live.	Further extension of 2 years on mutually agreed commercials, terms and conditions only. Also, the O&M phase should start immediately from the date of system Go-Live. The extension of the contract shall be mutually discussed and agreed. The commercials for extension of the contract for a further 2 years can be submitted at the request of the Department. Kindly confirm	TCS	Yes
187	Section 5.5.2, Page No. 47	c) The selected bidder, after deployment of application, shall request for sign-off by OCAC. User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.	The Department shall complete the acceptance in a time bound manner and within 15 (fifteen) days of date of intimation by the bidder of readiness of the system, post that it will be deemed accepted. If there is a delay in providing sign off by the Department for reasons not solely attributable to the SI, then the requirement for sign off will be waived off by the Department. Kindly confirm.	TCS	No change
188	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.	The Department should provide the toll free number and the necessary infrastructure like phones, headsets (if necessary), computers etc and also bear all the costs associated with the infrastructure setup. The bidder will only provide the help desk executives.	TCS	Department will only provide Non-IT part.
189	Section 11.16, Page No. 105	Warranty: As part of the warranty services Selected Bidder shall provide: a. Selected Bidder should provide comprehensive support & warranty for 5 years from the date of Go Live for all artefacts which would be provided by the Selected Bidder.	Ideally, warranty for all goods delivered should start from date of delivery as the OEM / supplier will consider their invoice date as the date of start of warranty/support. Kindly confirm	TCS	Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
190	Section 14, Page No. 110	<p>Payment will be released module wise in a staggered manner as described below:</p> <ul style="list-style-type: none"> 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) 	<p>Request customer to revise the %ages as below:</p> <ul style="list-style-type: none"> i. 50% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof. ii. 40% of development cost will be released after development and UAT of the respective Modules. iii. 10% of development cost will be released after Security Audit and Go-Live of the respective Modules. iv. Deleted v. The O & M cost shall be released in 20 QGRs (within post implementation support period) <p>Clause iv to be deleted. Request customer to clear all dues related to implementation phase at the end of the implementation phase itself. Else it will lead to UBR in TCS books. Moreover, they already have a PBG for the entire contract period. So their interests are anyways protected.</p>	TCS	<p>Payment will be released module wise in a staggered manner as described below:</p> <ul style="list-style-type: none"> 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.(post go live warranty support will be given in parallel to O & M support) v. The O & M cost shall be released in 20 QGRs (within post implementation support period)
191	Section 14, Page No. 110	<p>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 per the quoted value of its financial bid.</p>	<p>Annual subscription cost to be paid annually in advance.</p>	TCS	Accepted

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
192	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.	Request customer to pay cost of system software delivered to the customer as part of the solution to be paid upon delivery itself as we will need to pay our back end OEM partner / vendors for the same. Subsequently, Annual subscription cost should be paid to the bidder annually in advance.	TCS	Accepted
193	Section 17.1.1, Page No. 115	A. Module Development: For each two weeks of delay in Service Go-Live of individual module, penalty of 0.5 % of the development cost of respective Module shall be applied. In case there is a delay of 150 percent of the allotted timeline for the respective phases with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc). Penalty will not be applicable if the delay is not attributable to the bidder. Maximum penalty capping is 10% of the respective item.	Request customer to consider penalty of 0.25 % of the development cost of respective Module per two weeks of delay. Maximum penalty capping should be 5% of the respective item. Also, applying / increase of penalty percentage arbitrarily than the %ages specified and agreed in the contract without written concurrence with the SI should not be done during the tenure of the contract.	TCS	No change
194	Section 17.1.1, Page No. 115	B. O&M Phase: Penalty shall be applicable as mentioned in the SLA Penalty Cap: Service Development: 10% of service development cost of individual service. O&M Phase: 10% of quarterly O&M cost. If penalty reaches above 10%, it may be treated as unsatisfactory performance by SI. Department may review and cancel the engagement with SI.	Penalty Cap: Service Development: 5% of service development cost of individual service. O&M Phase: 5% of quarterly O&M cost. Kindly consider c) If penalty reaches above 5%, it may be treated as unsatisfactory performance by SI provided the reasons are attributable to the SI only. Department may review / cancel the engagement with SI as per the provision in the Termination clause given in the agreement. The overall penalty shall be capped to 10% of the total contract value	TCS	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
195	Section 20, Page No. 143	E. The 52 services shall be automated and made online and the System shall Go Live in the Implementation Phase over a period of 40 weeks from the date of agreement. The Operation and Maintenance period will be effective from the date of Go-Live of all modules of PARESHRAM Project for period of next five years.	As per clause 13 Time Line & Tentative Deliverables on page # 107, 'T' will be considered as Date of issuance of Purchase Order or signing of contract whichever is earlier i.e 40 weeks for implementation from 'T'. However, in this clause given in the MSA, the 40 weeks will begin from date of signing of contract. Project start date ('T') should be considered as date of signing of contract agreement by both parties only so that there is no ambiguity in project start date later. LD/penalties due to delay will be computed accordingly. Kindly consider	TCS	T will start from issuance of Work Order
196	Page No. 149	CONDITIONS PRECEDENT	SI would also like to have Conditions precedent for the Department as part of the agreement like releasing all due payments to SI on time for the services delivered. Without prejudice to the other rights available, SI also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	TCS	No change
197	Clause 2, Page No. 150	b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment 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.	Kindly modify the below clause: In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment 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.	TCS	No change
198	Clause 3, Page No. 167	(xv) a sign off from OCAC/Department at each stage is essential to close for each of the above considerations. If there is a delay in providing sign off by the Department for reasons not	Kindly amend the below clause: The Department shall complete the acceptance in a time bound manner and within 15 (fifteen) days of date of intimation by the bidder of readiness of the system, post	TCS	No change

SI. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		attributable to the SI, then the requirement for sign off will be waived off by the Department.	that it will be deemed accepted. If there is a delay in providing sign off by the Department for reasons not solely attributable to the SI, then the requirement for sign off will be waived off by the Department.		
199	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 fulfillment of the contract by the SI.	Request you to revise this to thirty (30) working days post signing of the contract by both parties.	TCS	Accepted
200	Clause 5, Page No. 170	(ii) If the SI delays Contract Performance Guarantee Bond beyond 15 working days, OCAC mayl penalize the SI by charging 1% of the quoted value per week of delay.	Request deletion of the clause as SI will make all possible endeavour to submit the PBG within stipulated time frame post signing of the MSA by both parties.	TCS	No change
201	Clause 5, Page No. 170	(vi) In the event of the SI being unable to service the contract for whatever reason, OCAC would revoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of OCAC under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to OCAC as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from SI"s failure to perform/comply its obligations under the contract.	Kindly modify the below clause: (vi) In the event of the bidder being unable to service the contract for whatever reason, Department would evoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of Department under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Department as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract limited to the contract value of the services undelivered by the bidder only; provided the reasons for failure to meet its deliverables should be attributable to the bidder only.	TCS	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
202	Clause 5 Page No. 171	<p>Payment will be released module wise in a staggered manner as described below:</p> <ul style="list-style-type: none"> 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. 	<p>Request customer to revise the %ages as below:</p> <ul style="list-style-type: none"> i. 50% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof. ii. 40% of development cost will be released after development and UAT of the respective Modules. iii. 10% of development cost will be released after Security Audit and Go-Live of the respective Modules. iv. Deleted v. The O & M cost shall be released in 20 QGRs (within post implementation support period) <p>Clause iv to be deleted. Request customer to clear all dues related to implementation phase at the end of the implementation phase itself. Else it will lead to UBR in TCS books. Moreover, they already have a PBG for the entire contract period. So their interests are anyways protected.</p>	TCS	No change
201	Clause 5, Page No. 172	<p>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 per the quoted value of its financial bid.</p>	<p>Annual subscription cost to be paid annually in advance. Kindly consider</p>	TCS	
203	Clause 5, Page No. 172	<p>System Software:</p> <ul style="list-style-type: none"> I. The subscription cost of System Software shall be paid annually to the Selected Bidder as per the quoted value in the Financial Bid Format. II. OCAC shall avail the subscription of System Software on yearly basis for 5 years and the subscription cost shall be paid on yearly basis 	<p>Please make this annually in advance during Implementation (upon delivery and submission of invoice for the system software) as well as O&M phase (inqtr 1, qtr 5, qtr 9, qtr 13 and qtr 17).</p>	TCS	Accepted

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		Note: First year subscription cost of System Software shall be paid after successful Go- Live of all phases			
204	Clause 5 Page No. 173	Penalty Clause: Service Development: For each two weeks of delay in Service Go-Live of individual module, penalty of 0.5 % of the development cost of respective Module shall be applied. In case there is a delay of 150 percent of the allotted timeline for the respective phases with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc.). Penalty will not be applicable if the delay is not attributable to the bidder. Maximum penalty capping is 10% of the respective module.	Request customer to consider penalty of 0.25 % of the development cost of respective Module per two weeks of delay. Maximum penalty capping is 5% of the respective item. Also, applying / increase of penalty percentage arbitrarily than the %ages specified and agreed in the contract without written concurrence with the SI should not be done during the tenure of the contract.	TCS	No change
205	Clause 5, Page No. 173	O&M Phase: Penalty shall be applicable as mentioned in the SLA Penalty Cap: Service Development: 10% of service development cost of individual service. O&M Phase: 10% of quarterly O&M cost. If penalty reaches above 10%, it may be treated as unsatisfactory performance by SI. Department may review and cancel the engagement with SI.	Penalty Cap: Service Development: 5% of service development cost of individual service. O&M Phase: 5% of quarterly O&M cost. Kindly consider	TCS	No change
206	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	Kindly amend the below clause: In the case of termination, SI should be paid in full (with	TCS	Accepted

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		be decided in accordance with the Terms of Payment Schedule. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule.	deduction of SLA penalties, if any) for the services delivered up to the point of termination.		
207	Clause 17, Page No. 204	SCHEDULE V: INVOICING AND SETTLEMENT SCHEDULE	<p>Kindly add the following to the clause:</p> <p>If no dispute, substantiated in writing, is made by Department within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Department. Any such dispute shall not relieve Department from paying when due any undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the department to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	TCS	No Change
208	Clause 19, Page No. 209	<p>TERMS OF PAYMENT AND PENALTIES</p> <p>In consideration of the Services and subject to the provisions of the MSA and this SLA, the Department shall pay the amounts in accordance with the Terms of Payment Schedule of the MSA.</p> <p>It is clarified here that the Department can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of</p>	Applying / increase of penalty percentage arbitrarily than the %ages specified and agreed in the contract without written concurrence with the SI should not be done during the tenure of the contract. Kindly consider	TCS	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		Payment Schedule of the MSA as a result of the failure of the SI to meet the Service Level.			
209	General	General	<p>Credit period is not provided in the RFP. So a clause for the same should be added.</p> <p>The payment for the services delivered as per the contract have to be processed by the Department immediately upon completion of the services and submission of invoice by the bidder. In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month of the total invoice value from the date of completion of 30 days after submission of invoice until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BUYER and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	TCS	
210	Section 3.1, Page No. 27	<p>5. Manpower Strength The Bidder should have at least 100 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>1. Kindly modify the below criteria as:The Bidder should have at least 1000 technically qualified professionals having minimum qualification of B.E/MCA or equivalent or higher on its payroll.</p> <p>2. The bidder can provide the Certificate from HR mentioning the required criteria of 1000 technically qualified professionals having minimum qualification of B.E/MCA or equivalent or higher on its payroll. It would be difficult to provide the PF copy Kindly remove the criteria of providing PF copy</p>	TCS	<p>Manpower Strength The Bidder should have at least 100 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 or preferably PF copy</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
211	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>	The bidder can provide the Certificate from HR mentioning the required criteria of 100 technically qualified professionals having minimum qualification of B.E/MCA or equivalent or higher on its payroll. It would be difficult to provide the latest EPF return challan. Kindly remove the criteria of providing latest EPF return challan.	TCS	<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>
212	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 OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client</p>	<p>1. By developed and implemented or in process of implementation of at least one e-Governance G2B or G2C project in India, we understand that the project should have been Go-Live/Awarded/ In O&M stage during the last 3 years in last 5 financial years ending as on bid submission date, we understand that the project should have been Go-Live/Awarded/ In O&M stage during the last 3 years</p> <p>2. In place of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor), kindly allow the bidder to submit the self certificate signed by Company Secretary/Authorized signatory for the stated criteria as some of the projects are under NDA and their work orders are confidential and cannot be shared.</p>	TCS	Company Secretary may give the certificate
213	Section 3.2.3, Page No. 29	1. The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in	<p>1. Kindly modify the below criteria: The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt.</p>	TCS	<p>1. No change 2. Company Secretary may give the certificate</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		<p>India during the last 10 years minimum order value of 50 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>Autonomous body in India during the last 10 years minimum order value of 5 Crores.</p> <p>2. In place of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor), kindly allow the bidder to submit the self certificate signed by Company Secretary/Authorized signatory for the stated criteria as some of the projects are under NDA and their work orders are confidential and cannot be shared.</p>		
214	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>In place of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor), kindly allow the bidder to submit the self certificate signed by Company Secretary/Authorized signatory for the stated criteria as some of the projects are under NDA and their work orders are confidential and cannot be shared.</p>	TCS	Company Secretary may give the certificate
215	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>Documentary Evidence:</p>	<p>In place of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor), kindly allow the bidder to submit the self certificate signed by Company Secretary/Authorized signatory for the stated criteria as some of the projects are under NDA and their work orders are confidential and cannot be shared.</p>	TCS	Company Secretary may give the certificate

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		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			
216	Section 3.2.3, Page No. 31	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. 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		TCS	Company Secretary may give the certificate
217	Section 3.2.3, Page No. 31	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 . Documentary Evidence: Completion Certificates from the client+ Show the presence on the Google play store/APP store	In place of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor), kindly allow the bidder to submit the self certificate signed by Company Secretary/Authorized signatory for the stated criteria as some of the projects are under NDA and their work orders are confidential and cannot be shared	TCS	Company Secretary may give the certificate

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		OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)+ Show the presence on the Google play store/ APP store			
218	Section 19.4.1, Page No. 126	General Information: Name and contact details of the client Other Details: Total cost of the project Total cost of the services provided by the respondent Other relevant Information: Letter from the client to indicate the successful completion of the projects Copy of Work Order	1. As some of the projects are under NDA, hence client name, contact details of the client, cost etc. cannot be shared, please allow the bidder to submit the anonymous citation 2. In place of Letter from the client to indicate the successful completion of the projects and Copy of Work Order, the bidder requests to submit the self certificate signed by Company Secretary/Authorized signatory for the stated criteria as some of the projects are under NDA and hence work orders and completion certificates could not be shared	TCS	1. No change 2. Company Secretary may give the certificate
219	Section 3.1, Page No. 27	4. Certification The bidder must have CMMI Level 3 or higher, ISO 9001-2015 certificates	Request to modify as follows: The bidder must have CMMI Level 5, ISO 9001-2015 certificates	TCS	No change
220	Section 19.4.4, Page No. 128	Team Composition	Please remove this criteria to fill in the Team Composition details in mentioned table as bidder will only provide self certificate signed by HR	TCS	No change. In case any member of the team resigns from the organization or leaves the project during contract period, an equivalent resource should be given the SI
221	Section 3.1, Page No. 27	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	1) Do we need Statutory Auditor's Certificate as well as CA Certificate? Please confirm. 2) We can furnish audited balance sheet available as-is on TCS website. Our audited financial statements may not have the bifurcation for revenue Software development implementation and support. Kindly consider	TCS	1. Yes 2. Statutory Auditor /Company Secretary certificate is required 3. As mentioned in 2

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		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.	3) In place of Statutory Auditor's Certificate, request you to also submit self certificate signed by Company Secretary / Authorized signatory for the stated criteria 4) In place of FY 2015-16, 2016-17, 2017-18, the bidder requests the customer to accept financial information for FY 2018-19, 2017-18 and 2016-17.		4. Already mentioned
222	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	1) Please allow the bidder to submit the net worth data for years FY 2016-17, 2017-18, 2018-19 2) Kindly remove the criteria of certificate from Statutory Auditor's certificate as audited balance sheets are already been audited by the statutory auditor OR Kindly allow the bidder to submit the self certificate signed by Authorized signatory/Comapny Secretary	TCS	Bidder should have positive net worth for last 3 financial years ending with march 2019
223	Section 3.2.2, Page No. 29	1. Average Annual Turnover in last 3 years ending with March 2019 from Software development implementation and it's support Services. Documents reqd: Audited Balance Sheet and Statutory Auditor's Certificate	1) We can furnish audited balance sheet available as-is on TCS website. Our audited financial statements may not have the bifurcation for revenue Software development implementation and support. Kindly consider 2) Please allow the bidder to submit the turn over data for years FY 2016-17, 2017-18, 2018-19 3) Kindly remove the criteria of certificate from Statutory Auditor's certificate as audited balance sheets are already been audited by the statutory auditor OR Kindly allow the bidder to submit the self certificate signed by Authorized signatory/Company Secretary	TCS	Already answered above (Query221)
224	Section 11.10, Page No. 103	11.10 Operations and Maintenance Phase Requirements: For the ICT components procured as part of this RFP, the selected Bidder will be responsible for Operations and Maintenance Services for the period	Please confirm the workstation hardware and application software and the components for the development server shall be procured by the bidder	TCS	The development environment will be the responsibility of bidder.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		<p>of 5 years (with further extension of 2 years upon satisfactory performance of SI) of onsite warranty/ AMC support from the date of Go-Live date of the project covering the following:</p> <p>I. Onsite Warranty support for complete system II. Annual Technical Support (ATS) for all the licensed / subscription based software provided by the selected Bidder Providing Help desk support with Escalation matrix for registration of complaints related to the ICT components, software and application procured/developed through this RFP at the Centralized Helpdesk designated premises.</p>			
225	Section 5.1, Page No. 36	<p>Details Scope of Work:</p> <p>I. Application Implementation Stage:</p> <p>A. L&E e-Governance System (PARESHRAM)</p> <p>xii The selected bidder, after deployment of application, shall request for sign-off by OCAC. User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.</p>	<p>The user Department may request for improvement provided it is within the scope of work of the contract. Anything beyond the agreed scope of work as defined in the RFP will require additional efforts on the part of the bidder and a separate commercial will be submitted upon request by the Department. The OCAC / User Departments should not delay in providing the sign off in case the application is as per the specifications defined in the contract.</p>	TCS	Change request clause may be referred
226	Section 5.1, Page No. 36	<p>Details Scope of Work:</p> <p>I. Application Implementation Stage:</p> <p>A. L&E e-Governance System (PARESHRAM)</p> <p>xiii Support in Third Party Acceptance Testing, Audit and Certifications</p>	<p>Bidder shall support in Third Party Acceptance Testing, Audit and Certifications but the delay in getting the required certifications should not be linked with due payments to be made to the bidder.</p>	TCS	Accepted. It is the responsibility of the bidder to submit the audit certificate on time
227	5 FINANCIAL TERMS & TIMELINES, Page No. 173	<p>5 FINANCIAL TERMS & TIMELINES</p> <p>System Software:</p> <p>I. The subscription cost of System Software shall be paid annually to the Selected</p>	<p>The bidder requests the following modification to the clause:</p> <p>I. The subscription cost of System Software shall be paid</p>	TCS	<ol style="list-style-type: none"> 1. Accepted 2. Accepted

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		Bidder as per the quoted value in the Financial Bid Format. II. OCAC shall avail the subscription of System Software on yearly basis for 5 years and the subscription cost shall be paid on yearly basis Note: First year subscription cost of System Software shall be paid after successful Go-Live of all phases	annually in advance to the Selected Bidder as per the quoted value in the Commercial Bid Format. II. Department shall avail the subscription of System Software on yearly basis for 5 years and the subscription cost shall be paid on yearly basis in advance. Note: First year subscription cost of System Software shall be paid after successful Go-Live of the respective phase.		3. The cost of system software will be paid after go-live of application only.
228	2 DEFINITIONS AND INTERPRETATION, Page No. 149	2 DEFINITIONS AND INTERPRETATION DEFINITIONS CONDITIONS PRECEDENT	SI would also like to have Conditions precedent for the Department as part of the agreement like releasing all due payments to SI on time for the services delivered. Without prejudice to the other rights available, SI also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	TCS	No change
229	g) PROJECT TIMELINES, Page No. 165	g) PROJECT TIMELINES USE OF PROJECT ASSETS (x) obtain and/or maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project; and	Insurance coverage of the current assets of the Department will be the sole responsibility of the Department.	TCS	Yes
230	g) PROJECT TIMELINES, Page No. 165	g) PROJECT TIMELINES USE OF PROJECT ASSETS (xiv) transfer the ownership of the Project Assets (not already with Department) which shall include the hardware and system software for IT	The ownership of the assets or goods will be transferred to the Purchaser immediately upon satisfactory acceptance of delivery of the assets or goods by the Purchaser.	TCS	Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		Infrastructure for PARESHRAM Application Software deployment in DC including the source code and associated documentation to Department at the appropriate time, in accordance with the terms of the Agreement;			
231	g) PROJECT TIMELINES, Page No. 168	g) PROJECT TIMELINES TRANSFER OF LISTED ASSETS SI shall transfer the ownership rights of the Assets to Department after acceptance of delivery by the department.	The ownership of the assets or goods will be transferred to the Purchaser immediately upon acceptance of delivery of the assets or goods by the Purchaser.	TCS	Yes
232	Section 11.10, Page No. 103	11.10 Operations and Maintenance Phase Requirements: The selected Bidder is responsible for the day to day maintenance of the system for the entire period of Contract. For the ICT components procured as part of this RFP, the selected Bidder will be responsible for Operations and Maintenance Services for the period of 5 years (with further extension of 2 years upon satisfactory performance of SI) of onsite warranty/ AMC support from the date of Go-Live date of the project covering the following:	The bidder would like the following addition to the clause: The extension of the contract shall be mutually discussed and agreed. The commercials for extension of the contract for a further 2 years shall be submitted at the request of the Department	TCS	Yes
233	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.	RFP mentions that the application is G2B. So is there any role of a citizen. Please explain.	TCS	G2C will be added
234	Section 8.8.1, Page No. 86	8.8 Integration & Interfacing Requirements 8.8.1 Applications Go-Swift, Go-Smile, IPICOL, ShramaSuidha, ORTPS, OSWAS, e-Biz and CICG application is an	Please confirm all necessary liaisoning of the respective integration will be done by the department. As the bidder is not aware of the detailed functionalities of the integration, it is proposed to add the integrations in the form of Change Requests in the due course of the project	TCS	Yes, OCAC/Department will facilitate

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		illustrative list of such applications which would exchange data with the envisioned system.			
235	Section 8.8.3, Page No. 87	8.8.3 e-Sign: The envisioned system hinges substantially on authenticating users through Aadhaar Based Authentication and e-Sign services provided by Controller of Certifying Agency empanelled agencies. The System should interface and integrate with such Third Party Service Providers	Kindly confirm that the data would be exposed in required format by third party service providers and all necessary liasoning with respective stakeholders and cost of procurement/ integration/ recurring cost towards service to be borne by directorate.	TCS	OCAC/Department will liaison with external software developer for integration
236	Section 5.5.2, Page No. 47	5.5 System Sizing and Deployment Requirements 5.5.2 Deployment in Odisha State Data Center : The envisioned system shall be hosted in the State Data Center of Odisha. The State Data Center would provide the necessary Virtual Machines required to the department.	We assume that Tape Backup will be taken by the SDC Vendor. Please confirm Who will define the security components when application is going to be hosted in SDC . SI can report the incidents . SDC team needs to resolve the issues as SI would not have any control over the security components. Kindly modify the clause.	TCS	SDC will provide facility to take backup in tape drive. Security protocol of OSDC will be strictly followed.
237	Section 9.1, Page No. 91	9 Adherence to Standards, Policies and Guidelines: 9.1 Portal Design Guidelines:	Kindly confirm that, the required domain name for the portal, necessary SSL and other security certificates to be procured by directorate separately.	TCS	Yes
238	Section 9.1, Page No. 91	9 Adherence to Standards, Policies and Guidelines: 9.1 Portal Design Guidelines: All the forms / screens should be in Odia, Hindi and English.	Does the entire application require multilingual support including entry and reporting. Please confirm.	TCS	Yes (English & Odia)
239	Section 9.2, Page No. 92	9 Adherence to Standards, Policies and Guidelines: 9.2 Conformance to Technology & Standards:	Will suggest to go for QR code instead of 2D Bar Code across the services ... Kindly Confirm.	TCS	Is QR code not a 2D bar code?
240	Section 9.2, Page No. 92	9 Adherence to Standards, Policies and Guidelines: 9.2 Conformance to Technology & Standards: Document Encryption PKCS specifications	Please confirm the department will provide the Crypto-token.	TCS	Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
241	5 Terms of Reference, Page No. 36	5 Terms of Reference B. Data Digitization	Kindly confirm the following 1) Can the digitization be conducted at a centralized location 2) We request to provide for the Space power , Connectivity at a centralized location by department 3) In what form the old data exists (Hard copy , DB, excel file etc..). Also provide the OEM Make and Model	TCS	1. Yes 2. Space and Non-IT infrastructure will be provided by the Department 3. Hard copy and DB
242	Section 5.3.4, Page No. 43	5.3.4 Master Data Creation: Minimum following Documents should be digitized for the Labour Directorate.	Kindly clarify on the no. of records for digitization: There is a mismatch in the data vol given against each line item and the sub total provided for the below Service Acts : New /Registration Certificate and Renewed Certificates are having the same count and is not considered for the sub total. Please confirm if both corresponds to the same document. If not, bidder would request to kindly update the sub total accordingly.	TCS	Renewal and Registration certificates are same and treated as one certificate
243	Details Scope of Work, Page No. 36	Details Scope of Work: I. Application Implementation Stage: A. L&E e-Governance System (PARESHRAM) xvii Deploy project co-ordinators at the project locations	What is the role of the project coordinators and the number of project coordinators	TCS	To coordinate the activities with Department, OCAC, and others to get the work done smoothly
244	Section 5.3.4, Page No. 43	5.3.4 Master Data Creation: Minimum following Documents should be digitized for the Labour Directorate.	For the data in paper format , could you please confirm on the following : 1. Page size (A4/A3) 2. Total no. of fields to be entered per page. 3. Handwritten/printed. If handwritten, we assume that department will allot a resource to assist the data digitization	TCS	1. A4 2. Has to accessed during SRS 3. Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
245	Section 5.3.2, Page No. 42	5.3.2 Data Migration: In addition to the paper based document, some data reside in external systems such as Go-Swift and Go- Smile System. The Go-Swift and Go-Smile system stores the details of Factories and Boilers/ Establishments, and inspection schedule and reports. It is within the scope of the Selected Bidder to migrate such data in the envisioned system.	Data from external systems would be provided to the bidder. Also is this one time migration from Go-Swift and Go-Smile system ? If any real time integration is required with Go-Swift and Go-Smile system then this is to be taken care separately. Kindly Confirm.	TCS	Under External application integration this work has to be done
246	Section 10.1, Page No. 97	10 Project Management Requirements: 10.1 Project Management: The SI is expected to propose the names of those only lead members who would work in this project. Only those proposed lead members should be present during the Technical Presentation.	Bidder will be providing only sample CV's for proposed resources as majority of them are billable and should be allocated to projects and cannot remain unallocated without any project. Moreover for all SIs alike, the success/failure of winning is same with everyone and hence it cannot be predicted that the resources waiting for this project will for sure will be finally working on this same project and hence resources cannot be held for long. Hence kindly abolish this requirement. Original resources to be deployed will be finalized only after award of contract and signing of agreement.	TCS	No change
247	Section 5.9.1, Page No. 54	5.9 Exit Management Plan and Handover Mechanism: If Handover is required to Labour & ESI Department / any other vendor at the end of the existing O&M or otherwise, SI would be responsible for handing over the complete know-how, documentation records, software logs and all such relevant items that may be necessary for the transition process.	Handover to be done to Labour & ESI Department/OCAC only. Kindly Confirm.	TCS	Yes
248	Section 11.1, Page No. 100	11 Software Development, Testing, Quality Assurance and Acceptance Requirements: 11.1 Software Development, Testing & Quality Assurance Criteria:	Will suggest department to assign the one time and periodic security testing activity before every future patch	TCS	No change

SI. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		Security Testing: Security testing to ensure that the system is secured from external and internal threat	deployment to third party and bidder to support in the testing process. Kindly Confirm.		
249	Section 11.11 & Section 11.15, Page No. 104 & 105	11.11 Overview of Post Implementation Support 11.15 Security Management	Who will define the security components when application is going to be hosted in SDC . SI can report the incidents . SDC team needs to resolve the issues as SI would not have any control over the security components. Kindly modify the clause.	TCS	Application related security to be handled by SI. Other securities like Network security, VM security etc. Will be the responsibility of OSDC
250	Section 5.8.2, Page No. 51	5.8 Application Support 5.8.2 Helpdesk Support	Increase in the help desk resource / duration requirements would be through change request with the prevailing rates for the proposes resources and components. Kindly Confirm.	TCS	Yes it will be responded through change request. Process. Cost will be as the prevailing rates for the proposes resources and components.
251	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	Request to remove this clause or remove SLA Penalty clauses. Remarks: A freeware IT Helpdesk Management solution would not be scalable, robust, comprehensive, fully integrated solution to manage the SLA efficiently & all features mentioned in the RFP will not be able to achieved through a Free ware tool. Thus would suggest to remove the clause.	TCS	SI shall provide IT Helpdesk Management solution which may or may not be a freeware
252	Page 185	7. General Instructions to Bidders 7.18. Disqualification The bidder qualifies the proposal with his own conditions or assumptions.	Bidder will suggest the modifications/additions to be made in the RFP Terms and conditions in its proposal. Contract shall be signed based on the mutually agreed clauses.	TCS	No change
253	8. MISCELLANEOUS PERSONNEL SUB-CONTRACTORS, Page No. 185	8. MISCELLANEOUS PERSONNEL SUB-CONTRACTORS SI shall not subcontract any work related to the implementation, Operations and Maintenance of PAReSHRAM Project other than	Requesting to allow the subcontracting for hand hold support and helpdesk. However SI will be sole responsible for the delivery of the services.	TCS	Sub contracting is allowed. However SI will be sole responsible for the delivery of the services.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		Data Digitization. The SI shall inform the Department about the Sub Contractor for Data Digitization The sub-contract for Data Digitization shall not relieve the SI of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract. The SI shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractor for Data Digitization.			
254	Section 5.7, Page No. 50	5.7 User Acceptance Testing (UAT) & Go-Live: After achieving certain numbers of transactions, Go-live shall deem to be declared for respective application/module	Operationalization of the Software could be made in association with the department users. What metric to be taken in to account to meet the Operationalization clause? Whether post UAT production movement will be considered as Go Live criteria ? Please specify the exact numbers	TCS	Query not clear
255	g) PROJECT TIMELINES, Page No. 160	g) PROJECT TIMELINES Separate Go Live for different Phases	How the O&M Support will be given to Phase I Services after Phase I Go Live and before Go Live of other Phases. Same for rest phases.	TCS	O&M support will start only after complete go-live of all modules and Portal Development. SI has to maintain the and provide support for each module till that time.
256	g) PROJECT TIMELINES, Page No. 160	g) PROJECT TIMELINES Setting of Helpdesk	Whether O&M Phase will start after Phase I Go Live. Also will helpdesk resource billing to be done after Go Live of Phase I Services and deployment of resources by the bidder.	TCS	After Go-live of Phase-I Helpdesk operation will start. Billing will be done accordingly
257	g) PROJECT TIMELINES, Page No. 168	g) PROJECT TIMELINES TRANSFER OF LISTED ASSETS SI shall transfer the ownership rights of the Assets to Department.	Suggestion : Kindly modify the clause to be read as - SI shall transfer the ownership rights of the Assets to Department at the time of delivery.	TCS	Yes

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
258	17 Performance Requirements – Service Levels (SLAs), Page No. 113	17 Performance Requirements – Service Levels (SLAs)	This is stringent timeline as there will be difficulty levels and accordingly bug fix timeline should be stipulated. However, acknowledgement and resolution process can be justified within this timeframe. Hence, we propose this SLA to be finalized during award of contract on finalized scope as bug has to be categorised as per the criticality and priority. Also RFP is silent on support period SLA.	TCS	No change
259	Section 3.2, Page No. 28	3.2 Technical Evaluation Criteria	Request for consideration of percentile based evaluation in the QCBS Calculation	TCS	No change in existing evaluation criteria
260	Section 5.8.3, Page No. 52	5.8.3 Data Entry Operator aka User Support Executives	Please confirm that the scope of work for the DEOs shall be restricted to Application Support only and not any kind of Data entry	TCS	For both application support and data entry. Back log Data entry will not be in the scope of the DEO
261	17 Performance Requirements – Service Levels (SLAs), Page No. 113	17 Performance Requirements – Service Levels (SLAs)	How will the Performance Requirements be measured? Who will procure the tool (if required)?	TCS	OCAC/Department will procure the tool, if required
262	General	General	Please modify as follows: Kindly clarify that the SLA parameters would be calculated from DC LAN. Any issue with VN will be beyond the scope of bidder. Please Confirm.	TCS	Yes
263	General	General	We request you to please consider the following in the pre-qualification criteria: The bidder must possess SEI-CMM Level – 5, ISO 27001, ISO 20000 and ISO 9001:2008 Certification or more, at least one year prior to the date of publication of this RFP.	TCS	No change
264	General	General	Please clarify who will do the VA/PT and security clearance for hosting at State data centre will be acquired by department at its own cost. Please confirm.	TCS	As per the RFP

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
265	General	General	We assume that department will procure Domain Name, SSL Certificate and PKI component and Bidder will provide the application enabled with the concerned DSC device.	TCS	Yes
266	General	General	Source Code shall be handed over in Exit phase only	TCS	Yes
267	Section 5.1, Page No. 36	Provide all utilities and software for performing e-sign and Digital Signature	We understand that procurement of PKI based solution would be out of scope of implementation of bidder. Department will take care of the procurement. Bidder is expected to only integrate with the same.	TCS	Yes
268	Section 5.1, Page No. 36	Interface with the UIDAI for availing Aadhaar authentication services	Please confirm that cost of integration with Aadhaar and the transactional cost would be borne by the department	TCS	Yes
269	Page 86	National Payment Gateway (Integrated Financial Management System) and SMS Gateway is envisaged to be used for this project and proposed solution should have the facility to integrate with these gateways. The Selected Bidder shall integrate the system with the SMS and Payment Gateway/ Instrument	We understand with respect to integration with Payment platform, the proposed solution need to integrate with only one Payment platform - National Payment Gateway [IFMS]. There would not be any need to integrate with multiple banks. Please confirm on our understanding.	TCS	There may be a need in future.
270	Section 8.9, Page No. 87	8.9 Mobile App: Design Considerations	Please confirm if a hybrid mobile application supporting all standard mobile platform would suffice or bidders need to develop separate native mobile application for each of the different mobile platforms.	TCS	Hybrid Mobile App
271	Section 8.13, Page No. 90	<u>h) All Data inside the Database table should be encrypted</u>	We recommend encryption of specific set of records as per criticality and the same should be configurable. Encrypting every record in database can have an impact on the overall size and also system performance. Request you to please relook at this requirement.	TCS	All the sensitive data shall be encrypted

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
272	Section 8.14, Page No. 91	g) Interface with popular documentation software like MS Office and Open Office.	We understand department would make the necessary arrangements for the software licenses of MS Office and Open Office. Please confirm. Please specify the scope of the integration	TCS	Department will procure Software if required. Integration will be done with the application modules
273	Section 9.2, Page No. 92	9.2 Conformance to Technology & Standards: During the implementation following standards & guidelines of MEITY would be referred/ used: § The solutions would be made centralized, multi-tenant, Integratable and support open APIs	We understand with respect to the multi tenant requirement, system should facilitate configuration of multiple entities [districts etc] along with the respective users of the respective entities with a common shared database and a common application platform for all entities. Please confirm on our understanding.	TCS	Yes
274	Section 8.14, Page No. 91	8.14 Technical Requirements f) The system shall have scalable architecture to support clustering and High Availability at each layer i.e., Web Server, Application Server and Database with fault tolerance & load balancing.	For database clustering, is it the case that a proprietary solution can be suggested or is this also covered under the open source standard (as specified under Page 92 section 9.2)	TCS	Proprietary solution can be suggested. In case of Open source tools, it must not be community edition.
275	Section 5.1, Page No. 36	Section vi Provide all utilities and software for performing e-sign and Digital Signature.	Utilities for performing e-Sign and Digital signature are usually provided by CCA certified vendors. Please confirm whether SI is expected to respond to this bid along with such CCA empanelled certificate providers.	TCS	Yes
276	Section 5.1, Page No. 36	Section vii Interface with the Controller of Certifying Agencies empanelled agencies to provide e-sign	Utilities for performing e-Sign and Digital signature are usually provided by CCA empanelled certificate providers. Please confirm whether SI is expected to respond to this bid along with such CCA empanelled certificate providers. Please confirm whether SI will be responsible for creation, KYC, distribution and management of e-sign accounts?	TCS	Digital signature/e-Sign shall be procured by OCAC/Department. This integration with application will be done by SI
277	Section 5.1, Page No. 36	Section vii Interface with the UIDAI for availing Aadhaar authentication services	Only CCA certified vendors are allowed to interface with UIDAI for availing signing services. Please confirm whether SI is expected to respond to this bid along with such CCA empanelled vendors.	TCS	AADHAAR authentication will be taken up separately as UAIDI authority has changed the rules for authentication.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
278	Section 5.1, Page No. 36	Page 36 - Section ix Provide hardware specifications (Virtual Machines with configurations) for application to be deployed at Odisha State Data Center. The bidder shall provide the number and configuration of the Virtual Machines. Department / E&IT department facilitate the same within the OSDC.	Please confirm whether the infrastructure required to support digital signature and e-sign services will be part of the proposed sizing.	TCS	yes
279	Section 5.1, Page No. 36	Section xii The selected bidder, after deployment of application, shall request for sign-off by OCAC. User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.	Is this sign-off different from UAT ?	TCS	Yes
280	Section 5.5.2, Page No. 48	Remote Access with single Credential would be provided to the SI for amongst others Administration of Application, System and Database.	This is not recommended as Application, System and Database will be handled by different individuals. Segregation of credentials is important from a security perspective. If this is not the case, please confirm whether multiple users can have different remote access sessions with a shared credential.	TCS	Yes
281	Section 7.5.2, Page No. 64	Section 7.5.2 An online mechanism which will allow the Business and other Users to Register their Digital Signature, along with the type of the Digital certificate as per DSC and also to capture and validate the PIN details for the successful registration of digital signature. Search (Certificates/ Licenses/ Approval / Registration)	What kind of registration and approval process is expected here?	TCS	As per the RFP

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
282	Section 7.5.2, Page No. 64	7.5.2 Register Digital Signature: An online system which will allow Department / Third Party User to search the certificates / licenses / approval / registrations on selection of one or more parameters or combinations thereof considering all the attributes of the portal	What kind of search is expected here to be performed by department and third party users ?	TCS	As per the RFP
283	Section 7.6.7, Page No. 68	Section 7.6.7 Online workflow process system which shall allow directorate user to review and validate the documents submitted, to verify the trade union details, to schedule date for hearing and also provide directorate user to approve or reject the application along with the digital signature based on the scrutiny done	Are we looking for a workflow system which is to be used by directorate users and their processing will be done through a digitally signed platform ?	TCS	yes
284	Section 8.8.3, Page No. 87	Section 8.8.3 The envisioned system hinges substantially on authenticating users through Aadhaar Based Authentication and e-Sign services provided by Controller of Certifying Agency empanelled agencies. The System should interface and integrate with such Third Party Service Providers	Is SI expected to include the eSign services as part of response to this bid ?	TCS	yes
285	Clause 12, Page No.106	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	<u>Kindly amend the below clause:</u> All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and the BUYER shall not acquire any right title or interest of any nature therein except to the extent provided herein.Bank acknowledges and agrees that this is a professional services agreement and	TCS	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

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		to the Department in 2 sets in DVDs before each and every phase (Phase 1 to 5) of System Go-live.	this agreement is not intended to be used for licensing of any Supplier's proprietary software or tools. If Supplier and Bank mutually agree that the Supplier provides to Bank any proprietary software or tools of Supplier or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Supplier or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Supplier may use Supplier's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Supplier prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Supplier Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Supplier Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Supplier from using Supplier Pre-Existing IP in any manner. To the extent that any Supplier Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Supplier Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license		OCAC/Department. This does not include the source code of the software (or) its components belonging to the System Integrator or its licensors. <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

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			<p>does not authorizes Bank to (a) separate Supplier Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Supplier Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP. Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and BUYER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of</p>		<p>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 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</p>

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
			its confidentiality obligations with respect to the proprietary and confidential information or material of the other party		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

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					<p>OCAC/Department at the conclusion of performance of the services. No source code of the pre-existing work will be shared or escrowed.</p> <p>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, 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</p>

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					<p>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</p>

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					for use by OCAC/Department in accordance with the license agreement (or) the end user license agreement (EULA).
286	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 death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or will ful 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</p>	<p><u>Kindly amend the below clause:</u></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 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.. 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 in the preceding twelve months 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. Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has</p>	TCS	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 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

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		remedy of specific performance under this MSA or the SLA.	arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BUYER for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.		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
287	Clause 7, Page No. 182-183	7 INTELLECTUAL PROPERTY INTELLECTUAL PROPERTY OF DEPARTMENT The Intellectual Property Rights on the PAReSHRAM Software Solution shall vest with the Department, as soon as the system is certified by a	Kindly amend the below clause: All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any SI's proprietary products or components thereof any development carried out by SI thereto in the course of	TCS	Refer to RFP clause-12 (Response Serial no 285)

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		<p>third party agency. A copy of the source code shall be kept in the custody of the Department on a weekly basis, with proper version control. Any scanned and digitized authorized document of the department shall be kept in the custody of the Department on a daily basis. Except to the extent otherwise expressly provided in this MSA, the Department shall retain exclusive Intellectual Property Rights to the forms and the compilations of the PAReSHRAM Software Solution to which Department have sovereign rights and nothing herein shall or will be construed or deemed to grant to the SI any right, title, license, sublicense, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid Department's rights. Except as otherwise provided in this MSA, all systems related designs, documents and source code shall be the exclusive property of the Department. Subject to any sole or exclusive rights granted by Department to a third party prior to the Effective Date, Department grants to the SI solely in their performance of Services for the Project, non-exclusive, paid-up, royalty free right and license during the Term of this MSA (but not the right to sub-license), to use the Department Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Department Data to the extent reasonably necessary or useful for the provision of Services hereunder. All right, title and interest in and to, and ownership in, Department Proprietary Information, shall remain solely with Department. The SI shall be entitled to use such Department Proprietary</p>	<p>providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of SI and Department shall not acquire any right title or interest of any nature therein except to the extent provided herein. SI shall however grant in favour of Department the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes Department to (a) separate SI pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the SI pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the SI in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the SI pre-existing IP. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ SI's licensor and Department shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. Subject to any sole or exclusive rights granted by Department to a third party prior to the Effective Date, Department grants to the SI solely in their performance of Services for the Project, non-exclusive, paid-up, royalty free right and license during the Term of this MSA (but not the right to sub-license), to use the Department Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Department Data to the extent reasonably necessary or</p>		

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		<p>Information only during the Term and only for the purposes of providing the Services or to the extent necessary for the SI's normal operational, repair and maintenance purposes related to the Services. Department shall retain ownership of all Intellectual Property Rights related to Department Proprietary Information. Department hereby grants to SI a non-exclusive right and license to access and use the Department Proprietary Information solely for the purpose of providing Services to Department pursuant to this MSA and the SLA. Such right and license shall terminate upon the expiration or termination of this MSA and the SLA. The SI shall not use the Department Data for any other purpose other than for the purpose of providing the Services. Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this MSA (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner. Notwithstanding anything mentioned above the letter of undertaking given by <SI> vide letter number -----dated shall prevail.</p>	<p>useful for the provision of Services hereunder. All right, title and interest in and to, and ownership in, Department Proprietary Information, shall remain solely with Department. The SI shall be entitled to use such Department Proprietary Information only during the Term and only for the purposes of providing the Services or to the extent necessary for the SI's normal operational, repair and maintenance purposes related to the Services. Department shall retain ownership of all Intellectual Property Rights related to Department Proprietary Information. Department hereby grants to SI a non-exclusive right and license to access and use the Department Proprietary Information solely for the purpose of providing Services to Department pursuant to this MSA and the SLA. Such right and license shall terminate upon the expiration or termination of this MSA and the SLA. The SI shall not use the Department Data for any other purpose other than for the purpose of providing the Services. Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this MSA (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.</p>		
288	INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO	<p>INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THIRD PARTY If the SI uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavors to pass to</p>	<p><u>Kindly amend the below clause:</u> If the SI uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavours to pass to Department such third party's warranties relating to such Third Party Systems. In</p>	TCS	Refer to RFP clause-12 (Response Serial no 285)

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
	THIRD PARTY, Page No. 183	Department such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed to or enforced by Department, the SI will enforce such warranties on Department's behalf and account to the Department for so doing. For a third party product supplied under the MSA or the SLA, the SI shall pass on to the Department all the indemnities offered by such third party. The SI shall procure the licenses of the third-party software in accordance with its procedures by payment of applicable license fees or subscription fees on behalf of Department. The licenses thus procured would be in the name of the Department. The SI shall ensure that third party vendors provide standard based customer interface and also takes into account other factors like regular upgrades/updates and support etc. The Intellectual Property Rights of third party software shall remain vested with the owner of such rights. However all improvements, enhancements and modifications to the same including all Intellectual Property Rights related thereto, shall be owned by and be the property of the Department.	the event that such warranties cannot be passed to or enforced by Department, the SI will enforce such warranties on Department's behalf and account to the Department for so doing. For a third party product supplied under the MSA or the SLA, the SI shall pass on to the Department all the indemnities offered by such third party. The SI shall procure the licenses of the third-party software in accordance with its procedures by payment of applicable license fees or subscription fees on behalf of Department. The licenses thus procured would be in the name of the Department. The SI shall ensure that third party vendors provide standard based customer interface and also takes into account other factors like regular upgrades/updates and support etc. The Intellectual Property Rights of third party software shall remain vested with the owner of such rights.		
289	INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO DELIVERABLES, Page No. 183-184	INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO DELIVERABLES With respect to ownership of the Deliverables, the Parties agree that the following shall apply: (i) All right, title and interest and ownership of the Deliverables and Intellectual Property Rights in them provided to Department by SI during the course of its performance under this MSA and under SLA which includes but is not limited to PARESHRAM PROJECT shall vest in Department	<u>Kindly delete the below clause:</u>	TCS	Refer to RFP clause-12 (Response Serial no 285)

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		<p>immediately upon creation. To the extent that the SI Proprietary Information is incorporated within the Deliverables, SI and its employees engaged hereby grant to Department a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Department and prepare from them, use and copy derivative works for the benefit of and internal use of Department of such SI Proprietary Information. The Department's rights pursuant to the preceding sentence include the right to disclose such SI Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the Department. (ii) If SI proceeds to apply for, or assign to any third party, any patent rights relating to the SI Proprietary Information referred to in the above clause, the SI will ensure that the Department's rights as provided herein are preserved.</p>			
290	INTELLECTUAL PROPERTY RIGHTS ON TERMINATION, Page No. 184	<p>INTELLECTUAL PROPERTY RIGHTS ON TERMINATION: Upon the expiration or any termination of this MSA (and also in respect of the SLA), SI shall undertake the actions set forth below in this Article to assist Department and its nominees to procure replacement services equivalent to Services provided hereunder: (i) The SI undertakes to negotiate in good faith with Department and any relevant Replacement SI in respect of commercial terms applying to grant of rights in respect of</p>	<u>Kindly delete the below clause:</u>	TCS	Refer to RFP clause-12 (Response Serial no 285)

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		<p>intellectual property rights relating to the SI Proprietary Information and which Department and any relevant Replacement SI require to enable them to provide or receive services substantially equivalent to the Services hereunder. (ii) In respect of SI third party Intellectual Property Rights, SI undertakes to assist Department and/or its nominees to secure such consents or licenses from such third parties as are necessary to enable Department to receive services substantially equivalent to the Services hereunder. The obligations of the SI shall be considered part of the services performed by the SI under the Exit Management Services. SI shall hand over the source code and all its versions of the Deliverables upon termination/exit to Department for future maintenance. Nothing contained in this MSA or in the SLA shall or will be construed or deemed to grant to the SI or its respective affiliates/nominees any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the PARESHRAM Project.</p>			
291	STRATEGIC CONTROL, Page No. 189	<p>STRATEGIC CONTROL Strategic Control of the PARESHRAM PROJECT is defined as the authority of Department to own the PARESHRAM Software Solution and the database of the PARESHRAM PROJECT and to ensure that the application system and the databases are customized, installed, and managed exactly in conformance with the procedures laid down by the Department, that the system does not perform</p>	<u>Kindly delete the below clause:</u>	TCS	Ownership will be in line with RFP clause-12 (Response Serial no 285)

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		functions and activities not provided for or contemplated by the prescribed procedures, that no changes are made to the PARESHRAM Software Solution and the database without specific approval of Department and that Department has the required access to ensure the same . The strategic control shall be executed in accordance with the Strategic control Schedule and shall cover all the aspects of the PARESHRAM Project.			
292	Clause 11, Page No. 191	11 DISPUTES AND LAW DISPUTE RESOLUTION 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 (ScheduleIV) 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.	Kindly amend the below clause: 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 (ScheduleIV) 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	TCS	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 (ScheduleIV) 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
293	Pag 51, Section 5.8.1	System Support	We understand the h/w is not part of the scope, so system support should be managed by the h/w vendor/supplier	PWC	Yes
294	Page 135, Section 19.7	Financial Bid Letter	No Item wise format for financial bid. We would suggest to provide item wise format of the bid	PWC	Already there on financial bid format

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295	Page 33, Section V	Integration of SMS gateway, Payment Gateway and Payment instruments with the Application as per the recommendation of the department	The SMS gateway, Payment gateway and payment instrument is part of the Scope of SI or will be provided by client. Please clarify	PWC	Already answered above.
296	Page 178, LIMITATION OF LIABILITY	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 willful misconduct up to a 100% of the total contract value hereunder for the subject of the claim.	Suggesting to change the limited liability capping to fee paid to SI	PWC	No change
297	Page 188 , INSURANCE	INSURANCE	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	PWC	Yes
298	Page 106, 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.	We would suggest to include "The customized software will be transferred, other than any existing IPR"	PWC	Already clarified above
299	Page, 27, 3.1 Prequalification Criteria (General Bid)	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	We would like following sugestion The bidder must have developed and implemented or in process of implementation of at least any one e-Governance G2B or G2C or G2G project in India with minimum order value of ₹ 12 Cr or two projects with	PWC	G2G is allowed.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		<p>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>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>OR</p> <p>Following change can be made</p> <p>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 ₹ 5 Cr or two projects with minimum order value of ₹ 3 Cr each or three projects with minimum order value of ₹ 2 Cr each in State / Central Government/ Govt. PSU/ Govt. Autonomous body in last 5 financial years ending as on bid submission date.</p> <p>+</p> <p>The bidder must have developed and implemented or in process of implementation of at least any one e-Governance 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>		
300	Page 29, 3.2.3 Project experience and expertise	<p>The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 10 years minimum order value of 50 Lakhs.</p> <p>For each completed project of value ₹ 1 Cr or more - 5 Marks</p> <p>Each continuing project of ₹ 1 Cr or more - 4</p>	We would suggest to consider the project under Maintenance as Completed project with a submission of proof of O&M initiation	PWC	It will be considered as completed project, if and only if the project is developed, implemented and maintained by a single SI.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		marks For each completed project of value ₹ 50 lakhs or more and less than ₹ 1 Cr - 3 Marks. Each continuing project of value ₹ 50 lakhs or more and less than ₹ 1 Cr - 2 marks Maximum mark upto 15. (Note: Combination of both is allowed.)			
301	Page 29, 3.2.3 Project experience and expertise	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 Each completed project - 2 marks Each continuing project - 1 mark maximum marks upto 6	We would suggest to consider the project under Maintenance as Completed project	PWC	It will be considered as completed project, if and only if the project is developed, implemented and maintained by a single SI.
302	Page 29, 3.2.3 Project experience and expertise	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. Each completed project - 2 marks Each continuing project - 1 mark maximum marks upto 6	We would suggest to consider the project under Maintenance as Completed project	PWC	It will be considered as completed project, if and only if the project is developed, implemented and maintained by a single SI.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
303	Page 29, 3.2.3 Project experience and expertise	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. For each completed project of value ₹ 50 lakhs or more – 4 Marks Each continuing project above ₹ 50 lakhs – 3 Marks For each completed project of value ₹ 30 lakhs or more – 2 Marks. Each continuing project above ₹ 30 lakhs and below ₹ 50 lakhs – 1 mark Maximum marks upto 8 Marks	We would suggest to consider the project under Maintenance as Completed project	PWC	It will be considered as completed project, if and only if the project is developed, implemented and maintained by a single SI.
304	Page 29, 3.2.3 Project experience and expertise	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 . Each completed project - 2.5 marks maximum upto 5 Marks.	We would suggest to consider the project under Maintenance as Completed project	PWC	It will be considered as completed project, if and only if the project is developed, implemented and maintained by a single SI.
305	Formats for Submission of Proposal, Not black-listed, Page - 122	Given template	We request to allow submission of non-blacklisting in our firm prescribed format without diluting the requirement.	PWC	No. It must be in the format prescribed by OCAC
306	General	General	We have not received queries from our internal compliance team, once we receive those, we may be allowed to submit the same as well.	PWC	Not consider as prebid meeting was already completed.
307	3.1 Prequalification Criteria (General Bid)	Average Annual Turnover generated only from Software development implementation and	We request to change the avg. turnover to 30 crores.	Tatwa	No change

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
		support during the last three financial years ending on 31.03.2019 should be at least INR 75 Crores. (Revenue generated from only H/W sales and services will not be considered.)			
308	3.1 Prequalification Criteria (General Bid)	Consortium bidding/ sub-contracting is not allowed	Taking the technicality and size of project, we request to allow CONSORTIUM to ensure efficient implementation.	Tatwa	Already addressed above
309	9.2 Conformance to Technology & Standards / Page No. 92	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, Gol cloud policy	The Scope of work is for Automation of high transactional based system for Labour dept therefore, for such Enterprise sized system with transactional based services it is recommended that the said Application, Database / tools & platform must support Open Standards only, instead of Open source Software.	Oracle	Support both open source and open standard. Open source should be enterprise edition only (i.e. Community edition is not acceptable).
310	9.4 Compliance with OSS Policy of Gol / Page No. 93	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, Gol cloud policy	As suggested above, due to Enterprise size transactional based system, The application should be built on Open standards software and platform. Open Source criteria must not be mentioned, because the threats from external network should be complied with high security system like TDE (Transparent data encryption)	Oracle	No change
311	Table 2: e-Governance Standards, Policies & Guidelines / Page No. 96	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.	COMPLIANCE with - The Database should comply with Open Standards, not the Open source. Open source should not be mandatory requirement as the RFP SOW asks for highly secured, enterprise ready and transactional based Database for the Application and open source support is not that channelised as an OEM based support	Oracle	TECHNOLOGY - System Software / COMPLIANCE with - The Database should be Open Source or open standard Software as a mandatory requirement with Technical Support, as applicable.
312	18.5 Format- 18(E) System Software Subscription Cost: / Page No. 120	Enterprise Class Database(Preferably Open Source)	Please Replace Open Source with Open standards because as per RFP Scope and requirement of Security, Enterprise ready Database for solution, Open source software may not be optimal tool to integrate secure	Oracle	Enterprise Class Database(Preferably Open Source non-community edition)

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
			transactions, the database should have encryption like TDE (transparent data encryption) and should be highly optimized and should secure a gartner leader position in transactional databases		
313	8.14 Technical Requirements : (f) : Page No. 91	The system shall have scalable architecture to support clustering and High Availability at each layer i.e., Web Server, Application Server and Database with fault tolerance & load balancing.	The database should have native cluster capability for high availability and load balancing instead of any external tool being used	Oracle	No change
314	8.13 Security : (h) : Page No.90	All Data inside the Database table should be encrypted	The database should have native capability to secure file level encryption	Oracle	All the sensitive data shall be encrypted
315	3.1 Prequalification Criteria Page No. 27	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.)	We request you to reduce the average annual turnover generated only from Software development implementation and support during the last three financial years ending on 31.03.2019 to Rs. 20 Cr	M/s E-Connect Solutions Pvt. Ltd.	No change
316	5.6 Training Page No. 48	For training, the space would be provided by the Directorate whereas the training, training content and material shall and be provided by the SI.	Please specify who will be providing the tools like internet, computer, etc for the purpose of training	M/s E-Connect Solutions Pvt. Ltd.	Already clarified earlier
317	5.5.2 Deployment in Odisha State Data Center Page No. 47	The selected bidder shall deploy the new application over the hardware infrastructure (Virtual machines) provided by the Odisha State Data Centre (OSDC)	Please provide the specification of the said hardware infrastructure	M/s E-Connect Solutions Pvt. Ltd.	Already clarified earlier
318	8.8.2 SMS & Integrated Financial Management	National Payment Gateway (Integrated Financial Management System) and SMS Gateway is envisaged to be used for this project and proposed solution should have the facility to integrate with	Please specify who will be responsible for the payment of Gateway.	M/s E-Connect Solutions Pvt. Ltd.	Already clarified earlier

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Requesting Firm	Response of OCAC
	System Page No. 86	these gateways. The Selected Bidder shall integrate the system with the SMS and Payment Gateway/ Instrument			
319	5.5.1 Sizing Application Requirements Page No. 47	Approximately, 29,000 pages (A4) of record would be digitized and scanned in the system	Please provide condition of pages or approx percentage in terms of Good, moderate, bad with percentage of the total volume.	M/s E-Connect Solutions Pvt. Ltd.	As per RFP
320	3.1 sl no – 07, Prequalification criteria	Consortium Bidding/ Sub contracting is not allowed	Kindly amend Consortium Bidding/ Sub contracting for smooth implementation of project and ensure to provide the best support services.	OASYS	Already clarified earlier
321	Page 28, 3.1, Pt No.7	Consortium - Consortium bidding/ sub-contracting is not allowed	Request for allowing consortium wit condition - Consortium is allowed with condition*. *Consortium allowed with organisation who have similar solution and should have implemented in Labour/Factories& Boilers and should be running for over 3 years. Consortium organisation should be original OEM/Developer of the solution.	Kran Consulting (P) Ltd	Already clarified earlier
322	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.)	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.	ESDS Software Solution Pvt. Ltd.	AS per RFP
323	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/	Completion Certificates from the client <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); <u>OR</u> Work Order + Phase Completion Certificate from the client	ESDS Software Solution Pvt. Ltd.	AS per RFP

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		Govt. PSU/ Govt. Autonomous body in last 5 financial years ending as on bid submission date.			
324	Consortium	Consortium bidding/ sub-contracting is not allowed	Self-Declaration	ESDS Software Solution Pvt. Ltd.	AS per RFP
325	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.	Trade License/ Leased Agreement etc. / Declaration	ESDS Software Solution Pvt. Ltd.	AS per RFP