



**Government of Odisha  
Housing & Urban Development Department**

**Date: 28.01.2020**

**ADDENDUM TO NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

The clarification to the pre-bid queries from different agencies under RFP for Implementation of an integrated e-Governance Solution across all Urban Local Bodies of Odisha is added along with the Addendum. Please refer to website: [urbanodisha.gov.in](http://urbanodisha.gov.in) for complete details and downloading the Document. The last date of submission of bids is 14.02.2020 at 12.00 PM.

**sd/-**

**Director Municipal Administration**

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
1	Section : 1, General Requirement Criteria 1.1 point no. 2	Page 5	Earnest Money (DD No.: ....., Amt: Rs.10,00,000/-, Bank.: ....., Date: .....) (Annexure-C)	Request you to allow submission of EMD in the form of Bank Guarantee	Submission of EMD through Bank guarantee is acceptable. BG format is as specified in Addendum. Issuing and advising bank to issue using SFMS as per directive of Ministry of Finance Govt. Of India F.No.7/112/2111-BOA dated 17.07.2012.
2	1. Point.6	Page 5	Proof of ISO 9001:2000 and SEI-CMM- LEVEL 3 (Lead Member must have this certification) (Annexure-C)	Proof of ISO 9001:2000 and SEI-CMM-LEVEL 3 (Annexure-C) (Any of the Consortium members)	Accepted. Check list SL-6 and clause 3.7 modified to allow any member of consortium to satisfy this requirement.
3	1.1 GENERAL (PRE-QUALIFICATION) BID	Page 6	Tender Paper Cost (DD No.: ....., Amount: Rs.10,000/-, Bank.: ....., Date: .....) Please refer Annexure-C)	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	No change in RFP condition except EMD can be submitted through BG. Ref- SL-1 above
4	1.1 GENERAL (PRE-QUALIFICATION) BID	Page 6	Power of Attorney for Signing the Bid (Annexure-C)	Requesting to allow Board resolution copy authorizing the signatory to sign on behalf of the company.	Board resolution/Specific Authorisation by Director or company secretary authorising the bid signing authority can also be accepted.
5	1.2	Page 6	Experience In Any 5 Best E-Governance Projects in Government Institution of India. (Annexure-D)	Experience In Any 5 Best E-Governance Projects in Government Institution of India./1 project more than 100cr (Annexure-D)	No change in RFP.

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6	Submission of complete proposals, point 7	Page 8	Submission of complete proposals on 31.1.2020	We request department to please provide at least 20 days working day experience for the bid submission as we all know this RFP is very huge in scope and it need more inputs from different partners. Kindly please accept the same	Revised bid submission date given in Addendum.
7	2.1	Page 8	<p>2. INVITATION OF BIDS 2.1 INTRODUCTION</p> <p>Further, to bolster its commitment towards revitalizing the public administration and making it citizen-centric, H&amp;UDD has signed a MoU with eGovernments Foundation, to deploy their full stack of Municipal Services applications along with the digital platform called 'DIGIT - Digital Infrastructure for Governance, Impact &amp; Transformation' – India's largest Open Source Platform for Urban Governance.</p> <p>Director of Municipal Administration (DMA) "Client", on behalf of H&amp;UDD invites competitive bid proposals from interested bidders for selection of implementing Agency who have sufficient experience in the area of Municipal e-Governance for implementation of the digital platform across 113 ULBs of Government of Odisha (Excluding Bhubaneswar) as well as operation &amp; maintenance of this system as specified in this RFP.</p>	<p>As per our understanding this is Odisha State Level flagship project covering across 114 ULBs of state, DMA/ SUDA of Odisha intends to appoint System Integrator for successful implementation of project across Odisha State. However this RFP does not give chance of fair competition as per the current approach where bids are being invited to implement a pre-determined Software. This puts players like us in an unfair competitive situation and also harms Govt of Odisha by limiting the competition.</p> <p>We would like to bring to your notice that as per MEITY Open Source Policy vide Gazette Notification dated 27.03. 2015, there are multiple Software available including one which is offered by ABM.</p> <p>We suggest that H&amp;UDD, Govt of Odisha should seek from bidders, MEITY compliant open source SW with proven track record of implementation in more than 200 ULBs Statewide &amp; more than 500 ULBs pan India.</p>	No change in RFP condition. For Municipal Services, open source platform has been selected and all bidders are given equal opportunity to bid irrespective of their earlier experience in this platform. This gives fare competition to all.

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8	2.1	Page 8	<p>2. INVITATION OF BIDS 2.1 INTRODUCTION</p> <p>Further, to bolster its commitment towards revitalizing the public administration and making it citizen-centric, H&amp;UDD has signed a MoU with eGovernments Foundation, to deploy their full stack of Municipal Services applications alongwith the digital platform called 'DIGIT - Digital Infrastructure for Governance, Impact &amp; Transformation' – India's largest Open Source Platform for Urban Governance.</p> <p>Director of Municipal Administration (DMA) "Client", on behalf of H&amp;UDD invites competitive bid proposals from interested bidders for selection of implementing Agency who have sufficient experience in the area of Municipal e-Governance for implementation of the digital platform across 113 ULBs of Government of Odisha (Excluding Bhubaneswar) as well as operation &amp; maintenance of this system as specified in this RFP.</p>	<p>The claim that "DIGIT is India's largest platform for e-Governance" seems doubtful, going by the facts, some are given below:</p> <ol style="list-style-type: none"> <li>1. For a Software to reach a fully matured PRODUCT stage, besides the Software, its documentation / testing, etc, a fully developed eco-System is required. For example, when someone buys a Microsoft or Oracle or SAP Product, these OEMs have training institutes who give training on these technologies. A customer is not bound to buy services from same vendor from whom Product is bought. One can hire resources from open market or through any agency who have undergone such trainings and have experience of working on these Products and get the Product implemented.</li> <li>The platform that is proposed to be used does not have, like many contemporaries, at least as of now a fully developed eco - system to offer Customers such choices.</li> <li>2. As a result of (1) above, Vendors who have worked on this platform would be having an unfair advantage over other Vendors like us who otherwise have all capabilities to deliver the subject Project in a time bound manner.</li> <li>3. A ready framework / Platform - needs deep domain / functional understanding and also how the framework / platform delivers specific functionalities. Only technology knowledge does not suffice</li> </ol>	<p>No change in RFP condition. Please refer reply at SL-7 above.</p>

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				<p>successful implementation and sustenance. And hence separating ownership of Software and that of Implementation/Sustenance would put Govt. of Odisha at a great risk.</p> <p>We suggest that RFP does not mandate use of any specific software. It should allow bidders to propose software and also implement and support the same. There can be specifications for the software being proposed. Software could be MEITY compliant open source SW with proven track record of implementation in more than 200 ULBs in any State &amp; 500+ ULBs in India.</p> <p>This would give fair chance to all solution providers and also an opportunity to H&amp;UDD to compare the solutions available and then decide the best suitable solution.</p>	
9	2.1 Introduction	Page 8	Director of Municipal Administration (DMA) "Client".	Please clarify the client organization is it Housing and Urban Development for Govt. of Odisha or it is Director of Municipal Affair. As we understand Director Municipal Affair is not a directorate or department. Who will sign the contract?	Director, Municipal Administration heads the Directorate of Municipal Administration. He will sign the contract.

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SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
10	Pre-Qualification Criteria	Page 11	<p>The Bidder must have the following Technical Qualifications:                      A. The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below and                      I. the bidder must have Implemented in:                      at least 1 Municipal Corporation with a population more than 5 lakhs                      or                      at least 50 ULBs of a single state in India.</p> <p>And The bidder must have completed operation &amp; maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 years as on 30-11-2019.                      The "Similar project" must cover minimum 5 of the Functions as below :</p> <p>a) Financial Accounting System                      b) Property Tax / Holding Tax Module                      c) Birth &amp; Death Module                      d) Market/Trade License System                      e) Water / Sewerage connection &amp; Billing System                      f) Grievance Redressal Module                      g) Citizen Facilitation Centre Integration                      h) Building Plan approval system</p>	<p>Please amend the clause as under:                      The Bidder must have the following Technical Qualifications:                      A. The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications/UITs/Development Authorities/E Governance Applications", for minimum 5 Functions listed below and                      I. the bidder must have Implemented in:                      at least 1 Municipal Corporation/Development Authority/UIT/Any Government Department with a population more than 5 lakhs</p> <p>And The bidder must have completed operation &amp; maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 10 years as on 30-11-2019.                      The "Similar project" must cover minimum 5 of the Functions as below :</p> <p>a) Financial Accounting System                      b) Property Tax / Holding Tax Module                      c) Birth &amp; Death Module                      d) Market/Trade License System                      e) Water / Sewerage connection &amp; Billing System                      f) Grievance Redressal Module                      g) Citizen Facilitation Centre Integration                      h) Building Plan approval system                      i) Marriage Registration Module                      j) Road Cutting approval System</p>	<p>The provision of lead Member is changed to any member of consortium. Further the requirement of minimum 5 Functions is changed to Minimum 3 Functions and in the last 5 years is changed to last 7 years. Please see addendum.</p>

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			<p>i) Marriage Registration Module j) Road Cutting approval System</p> <p>B. Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each. Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid</p>	<p>B. Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications/UITs/Development Authorities/Government Departments and have successfully operated for 1 year after Go-Live of Similar project in past 10 years and the Project value should be as below: I. One project of project value not less than Rs.1 Crore II. Two projects of project value not less than Rs.0.5 Crore each.</p> <p>Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid</p>	

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11	3	Page 11	3. PRE-QUALIFICATION FOR GENERAL BID	A very important criteria to validate financial status of the bidders is missing. Net worth of the bidders (all members) should be positive in all three preceding years as on 31.3.2019. This criteria is part of all Govt. bids and we are sure this would be included here as well to ensure that all bidders have sound financial capability as DMA/SUDA would surely not want to on-board a bidder who does not have positive net worth. We are aware that this is kept in evaluation, but just giving marks on net worth is not enough, ensuring that net worth is positive is the key check for bidder's financial capability	No change in RFP Condition.
12	Section-3. PRE-QUALIFICATION FOR GENERAL BID, 3.2,	Page 11	The Bidder should have furnished the EMD of Rs.10,00,000 (Rupees Ten Lacs) only in the form of Bank Draft from any scheduled bank payable at Bhubaneswar	We would request to allow EMD payment in the shape of Bank Draft OR Bank Guarantee. We would also request you to share the BG format along with beneficiary bank details as mentioned below for preparation of the BG as per the bank guidelines. -Name of the Account Holder -Account Number -Name of the Bank -IFSC code The clause may be amending as: The Bidder should have furnished the EMD of Rs.10,00,000 (Rupees Ten Lacs) in the form of Bank Draft or Bank Guarantee from any scheduled bank payable at Bhubaneswar.	Please see Reply to SL-1 above. Details in Addendum.
13	3.2	Page 11	The Bidder should have furnished the EMD of Rs.10,00,000 (Rupees Ten Lacs) only in the form of Bank Draft from any scheduled bank payable at Bhubaneswar.	Please amend this clause as " The Bidder should have furnished the EMD of Rs.10,00,000 (Rupees Ten Lacs) in the form of Bank Guarantee OR in the form of Bank Draft from any scheduled bank	Please see Reply to SL-1 above. Details in Addendum.



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				payable at Bhubaneswar. Also, please share the format of Bank Guarantee.	
14	3. PRE-QUALIFICATION FOR GENERAL BID, Point No. 3.2	Page 11	The Bidder should have furnished the EMD of Rs.10,00,000 (Rupees Ten Lacs) only in the form of Bank Draft from any scheduled bank payable at Bhubaneswar.	We request you to kindly accept Bank Guarantee for EMD amount.	Please see Reply to SL-1 above. Details in Addendum.
15	PRE-QUALIFICATION FOR GENERAL BID, point 3.3	Page 11	The Bidder should have furnished the EMD of Rs. 10,00,000 (Rupees Ten Lacs) only in the form of Bank Draft from any scheduled bank	We request department to provide EMD exemption for the NSIC listed firms.	Please see Reply to SL-1 above. Details in Addendum.
16	3.Pre- Qualification Criteria, 3.2	Page 11	3.2 The Bidder should have furnished the EMD of Rs.10,00,000 (Rupees Ten Lacs) only in the form of Bank Draft from any scheduled bank payable at Bhubaneswar.	We request you to kindly allow EMD submission in the form of Bank Guarantee.	Please see Reply to SL-1 above. Details in Addendum.
17	Section-3 (Subsection-3.2)	Page 11	The Bidder should have furnished the EMD of Rs. 10,00,000 (Rupees Ten Lacs) only in the form of Bank Draft from any scheduled bank payable at Bhubaneswar.	Request you to kindly allow Bank Guarantee as well in place of only Demand Draft for the Ernest Money Deposit, since the amount of EMD is very large	Please see Reply to SL-1 above. Details in Addendum.
18	PRE-QUALIFICATION FOR GENERAL BID, point 3.4	Page 11	The Sole Bidder/ Consortium must have minimum average turnover of INR 50 crores (Rupees Fifty Crores) from software development, maintenance and system Integration for the preceding 3 financial years ended with 31st March 2019. Statement to that effect should be certified by Chartered Accountant. The bidder should have been profitable for all these three financial years. Copies of audited balance sheets, profit & Loss Accounts and	We request department to please reduce the turn over from Rs.50 Cr to 20 Cr at least, so the Odisha bidders can bid this RFP because some bidders have the knowledge and expertise to deliver this project on time but only due this criteria they are not able to bid this tender. Also as per the Odisha Gov procedure the Odisha origin firms should get the chance participate in bid. We request your support for the same.	Consortium bidding has been permitted. Turnover criteria is fixed considering estimates. No change in RFP.

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			Annual Reports of last 3 financial years (upto 31-March-2019) should be enclosed		
19	3.4	Page 11	The Sole Bidder/ Consortium must have minimum average turnover of INR 50 crores (Rupees Fifty Crores) from software development, maintenance and system Integration for the preceding 3 financial years ended with 31st March 2019	The Sole Bidder/ Consortium must have annual turnover of INR 50 crores (Rupees Fifty Crores) from <b>IT / ITes business</b> during <b>any one of the last 3</b> financial years ended with 31st March 2019	IT turnover shall be considered except Hardware. No other change in RFP.
20	3. PRE-QUALIFICATION FOR GENERAL BID, Point No. 3.4	Page 11	The Sole Bidder/ Consortium must have minimum average turnover of INR 50 crores (Rupees Fifty Crores) from software development, maintenance and system Integration for the preceding 3 financial years ended with 31st March 2019.	The qualification criteria for financial turnover do not allow SME companies like us to participate in the bid under given RFP condition. As per CVC guideline No. 12-02-1-CTE-6 dated 17th Dec 2002, average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated project cost. Kindly amend the turnover clause in eligibility and Technical evaluation Criteria.	No change in RFP condition.
21	Section-3. PRE-QUALIFICATION FOR GENERAL BID, 3.4,	Page 11	The Sole Bidder/ Consortium must have minimum average turnover of INR 50 crores (Rupees Fifty Crores) from software development, maintenance and system Integration for the preceding 3 financial years ended with 31 <sup>st</sup> March 2019. Statement to that effect should be certified by Chartered Accountant. The bidder should have been profitable for all these three financial years. Copies of audited balance sheets, profit & Loss Accounts and Annual Reports of last 3 financial years (upto 31- March-2019) should be enclosed	In order to attract more bidders from software implementation background with cost efficient bids, we request you to bring down the turnover requirements to INR 35 Crores.	No change in RFP condition.

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22	3.5 Pre- Qualification Criteria	Page 11	<p>The Bidder must have the following Technical Qualifications:                      A. The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web- Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below and                      I. the bidder must have Implemented in: at least 1 Municipal Corporation with a population more than 5 lakhs or at least 50 ULBs of a single state in India.</p> <p>And The bidder must have completed operation &amp; maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 years as on 30-11-2019.</p> <p>The "Similar project" must cover minimum 5 of the Functions as below:                      Financial Accounting System                      Property Tax / Holding Tax Module                      Birth &amp; Death Module                      Market/Trade License System                      Water / Sewerage connection &amp; Billing System                      Grievance Redressal Module                      Citizen Facilitation Centre Integration                      Building Plan approval system                      Marriage Registration Module                      Road Cutting approval System</p>	<p>Please amend the clause as under:                      The Bidder must have the following Technical Qualifications:                      A. The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications/ UITs/Development Authorities/E- Governance Applications", for minimum 5 Functions listed below and                      I. the bidder must have Implemented in: at least 1 Municipal Corporation/ Development Authority/UIT/Any Government Department with a population more than 5 lakhs</p> <p>And The bidder must have completed operation &amp; maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 10 years as on 30-11-2019.</p> <p>The "Similar project" must cover minimum 5 of the Functions as below:                      a)Financial Accounting System                      b)Property Tax / Holding Tax Module                      c)Birth &amp; Death Module                      d)Market/Trade License System                      e)Water / Sewerage connection &amp; Billing System                      f)Grievance Redressal Module                      g)Citizen Facilitation Centre Integration                      h)Building Plan approval system                      i)Marriage Registration Module                      j)Road Cutting approval System</p>	Please see reply at SL-10 above.

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			<p>B. Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below:</p> <p>One project of project value not less than Rs.7 Crore                      Two projects of project value not less than Rs.5 Crore each.                      Three projects of project value not less than Rs.4 Crore each.                      Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid</p>	<p>B. Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications/ UITs/ Development Authorities/ Government Departments and have successfully operated for 1 year after Go-Live of Similar project in past 10 years and the Project value should be as below:</p> <p>I. One project of project value not less than Rs.1 Crore                      II.Two projects of project value not less than Rs.0.5 Crore each.                      Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid</p>	
23	PRE-QUALIFICATION FOR GENERAL BID, point 3.5	Page 11	<p>The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below and</p> <p>I. the bidder must have Implemented in:                      at least 1 Municipal Corporation with a population more than 5 lakhs                      or</p>	<p>We request department to please amend this clause as listed below.                      "The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications or for any govt university/departments in India",.</p> <p>I. the bidder must have Implemented in:                      at least 1 Municipal Corporation with a population more than 5 lakhs                      or                      at least 50 ULBs of a single state in India</p>	Please see reply to SL-10 above.

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			at least 50 ULBs of a single state in India	Or any other Govt university/ Departments in India and Must have implemented at least 2 functions as per given requirement. or any one application should be implemented in any one municipality in Odisha	
24	PRE-QUALIFICATION FOR GENERAL BID, point 3.5	Page 11	Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each.	We request department to please amend this clause as give below. " Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications/other application in other govt Departments in India and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each.	No change except as per SL-10 above.

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25	PRE-QUALIFICATION FOR GENERAL BID , Point 3.5	Page 11	The Bidder must have the following Technical Qualifications: The "Similar project" must cover minimum 5 of the Functions as below : a) Financial Accounting System b) Property Tax / Holding Tax Module c) Birth & Death Module d) Market/Trade License System e) Water / Sewerage connection & Billing System f) Grievance Redressal Module g) Citizen Facilitation Centre Integration h) Building Plan approval system i) Marriage Registration Module j) Road Cutting approval System	We request you to consider this as below: The "Similar project" must cover minimum 2 of the functions as below:	Please see reply to SL-10.
26	3.5 (A)	Page 11	The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below, and The bidder must have completed operation & maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 years as on 30-11-2019	The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below, and The bidder must have completed operation & maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 7 years as on 30-11-2019	Please see reply to SL-10 above.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
27	3.5 (A)	Page 11	<p>3. PRE-QUALIFICATION FOR GENERAL BID</p> <p>3.5 The Bidder must have the following Technical Qualifications:</p> <p>A. The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below and</p> <p>I. the bidder must have Implemented in:</p> <p>at least 1 Municipal Corporation with a population more than 5 lakhs or</p> <p>at least 50 ULBs of a single state in India.</p> <p>And The bidder must have completed operation &amp; maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 years as on 30-11-2019.</p> <p>The "Similar project" must cover minimum 5 of the Functions as below :</p> <p>a) Financial Accounting System                      b) Property Tax / Holding Tax Module                      c) Birth &amp; Death Module                      d) Market/Trade License System                      e) Water / Sewerage connection &amp; Billing System                      f) Grievance Redressal Module</p>	<p>This criterion is imbalanced and looks like it is favoring some bidder. A bidder with experience of 1 Municipal Corporation will qualify for this project.</p> <p>As per the scope of this RFP which covers 114 ULBs it is unfair to ask less number of ULBs experience or allow to qualify with single ULB, which will in turn affect the quality of competition and allow unexperienced bidder to bid for this assignment.</p> <p>RFP should mandate experience of e-Municipality project with at least 100 ULBs in a single State in India for a bidder to get qualified</p> <p>Duration of e-Governance Projects in India are quite long which include Implementation and Multiple Years of Support and O&amp;M. Experience in past 5 years should be increased to 10 years.</p> <p>We request DMA/ SUDA of Odisha State to consider this Pre Qualification seriously to allow healthy competition and request to make changes as per below:</p> <p>3.5 The Bidder must have the following Technical Qualifications:</p> <p>A. The Sole Bidder must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal ERP and e-Governance Applications", for minimum 5 Functions listed below of minimum value 10 Cr. and</p>	<p>No change in RFP condition except as mentioned at SL-10.</p>

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
			g) Citizen Facilitation Centre Integration h) Building Plan approval system i) Marriage Registration Module j) Road Cutting approval System	I. the bidder must have Implemented in: at least 100 ULBs of a single state in India. And The bidder must have completed operation & maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 10 years as on 30-11-2019. The "Similar project" must cover minimum 5 of the Functions as below : a) Financial Accounting System b) Property Tax / Holding Tax Module c) Birth & Death Module d) Market/Trade License System e) Water / Sewerage connection & Billing System f) Grievance Redressal Module g) Citizen Facilitation Centre Integration h) Building Plan approval system i) Marriage Registration Module j) Road Cutting approval System	



**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
28	Section-3 Subsection- 3.5 (A)	Page 11	The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below.....And The bidder must have completed operation & maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 years as on 30-11-2019.	Request you to modify the clause as below: The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing/Integrating/Supporting Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below  ..... And The bidder must have completed operation & maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 7 years as on 30-11-2019.	No change in RFP condition except as mentioned at SL-10.
29	3. PRE-QUALIFICATION FOR GENERAL BID, Point No. 3.5	Page 12	The "Similar project" must cover minimum 5 of the Functions as below : a) Financial Accounting System b) Property Tax / Holding Tax Module c) Birth & Death Module d) Market/Trade License System e) Water / Sewerage connection & Billing System f) Grievance Redressal Module g) Citizen Facilitation Centre Integration h) Building Plan approval system i) Marriage Registration Module j) Road Cutting approval System	This clause seems highly restricting the competitive participation. We request Odisha Authority to review this clause and consider e-Governance projects in Urban Local Bodies as Similar project. Alternately, request to kindly set minimum to 1 (one) instead of 5 functions for consideration for "Similar projects". This will help competitive bidders having capability in delivering similar projects to participate for this opportunity.	No change in RFP condition except as mentioned at SL-10.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
30	Section : 3 Pre-Qualification Criteria 3.5	Page 12	<p>The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below and</p> <p>I. the bidder must have Implemented in: at least 1 Municipal Corporation with a population more than 5 lakhs or at least 50 ULBs of a single state in India.</p> <p>And The bidder must have completed operation &amp; maintenance for at least 1 year after Go-Live successfully of the functions listed below, in the last 5 years as on 30-11-2019.</p> <p>The "Similar project" must cover minimum 5 of the Functions as below: a) Financial Accounting System b) Property Tax / Holding Tax Module c) Birth &amp; Death Module d) Market/Trade License System e) Water / Sewerage connection &amp; Billing System f) Grievance Redressal Module</p>	<p>We request following changes: In case of below mentioned clause, we request to have an alternate clause as follows: The sole bidder, or any of the members of the consortium, shall have experience in implementing EGovernance solution for a state to include eGovernance services like: 1. Financial Accounting system 2. Grievance redressal module 3. Building plan approval system 4. Citizen facilitation center Bidders should have experience of implementing all the above modules for a single state</p>	No change in RFP condition except as mentioned at SL-10.
31	3.5 A	Page 12	<p>The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal</p>	<p>The Sole Bidder and In case of Consortium, any one of the Consortium partner must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below and</p>	The provision of lead Member is changed to any member of consortium. Further, the requirement of minimum 5 Functions is changed to Minimum 3 Functions

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
			Applications", for minimum 5 Functions listed below and		and in the last 5 years is changed to last 7 years. Please see addendum.
32	3.5	Page 12	3. PRE-QUALIFICATION FOR GENERAL BID  3.5 The Bidder must have the following Technical Qualifications:  Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid.	We understand that Implementation Certificate means Go-Live Certificate/ Testimonial from Client, Kindly clarify the same.	Work order and certificate of client for its execution is necessary.
33	3. Pre-Qualification for General Bid 3.5. A	Page 12	The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution/ERP implementation either on Open Source Platform or Developed on Own / Licensed Platform for Municipal Applications", for minimum 5 Functions listed below	We request to amend as The Sole Bidder and In case of Consortium, the Lead Bidder of Consortium must have been engaged in "Similar Project" of "Developing and Implementing Web-Based Integrated Solution/ERP implementation either on Open Source Platform or Developed on Own / Licensed Platform for Municipal modules", for minimum 5 Functions listed below	Developing & implementing Web based ERP of municipal application is also acceptable.
34	3.5 (B)	Page 12	Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years	Bidder must have Implemented at least one e-Governance Project have successfully operated for 1 year after Go-Live of Similar project in past 7 years	Pl see SL-10 reply.
35	3.5(B)	Page 12	3. PRE-QUALIFICATION FOR GENERAL BID	Scope of this RFP is for e-Municipality project, expecting experience of "Similar Project" does not define it well and may	No change in RFP Condition

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
			<p>3.5 The Bidder must have the following Technical Qualifications:</p> <p>B. Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below:</p> <p>I. One project of project value not less than Rs.7 Crore                      II. Two projects of project value not less than Rs.5 Crore each.                      III. Three projects of project value not less than Rs.4 Crore each.</p> <p>Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid.</p>	<p>allow bidders to quote any experience against this criterion. DMA/ SUDA should specifically consider project experience in ULB projects. The value of project experience seems to be less for this level of project having overall System Integration scope, We suggest below change:</p> <p>3.5 The Bidder must have the following Technical Qualifications:</p> <p>B. Bidder must have Developed and Implemented Web-Based Integrated ERP/ e-Governance Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below:</p> <p>I. One project of project value not less than Rs.20 Crore                      II. Two projects of project value not less than Rs.12 Crore each.                      III. Three projects of project value not less than Rs.10 Crore each.</p> <p>Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid.</p>	

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
36	3. Pre-Qualification for General Bid 3.5. B,	Page 12	Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each.	Request to amend as: Bidder must have Developed and Implemented Web-Based Integrated Solution/ERP Implementation either on open source platform or developed on own/Licensed platform of minimum 5 municipal modules and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each	Developing & implementing Web based ERP of municipal application is also acceptable.
37	Section : 3 Pre-Qualification Criteria 3.5 Point B.	Page 12	Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each.	Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of fro any state government within India and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below: I. One project of project value not less than Rs.7 Crore II. Two projects of project value not less than Rs.5 Crore each. III. Three projects of project value not less than Rs.4 Crore each.	Please see Reply to SL-10. No other change.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
38	Point 3.5 (B)	Page 12	<p>Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below:</p> <p>I. One project of project value not less than Rs.7 Crore                      II. Two projects of project value not less than Rs.5 Crore each.                      III. Three projects of project value not less than Rs.4 Crore each.</p> <p>Copies of work orders along with implementation certificate or completion certificates of such projects should be enclosed with the bid.</p>	<p>Request you to modify the clause as below:</p> <p>Bidder must have Developed and Implemented/Integrated/Supported Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 7 years and the Project value should be as below:</p> <p>I. One project of project value not less than Rs.7.5 Crore                      II. Two projects of project value not less than Rs.4 Crore each.                      III. Three projects of project value not less than Rs.3 Crore each.</p> <p>Copies of work orders along with implementation certificate or completion certificates or Self certificate duly signed by the authorized signatory of the bidder of such projects should be enclosed with the bid.</p>	Please see Reply to SL-10. No other change.
39	PRE-QUALIFICATION FOR GENERAL BID, point 3.7	Page 12	3.7 The Bidder must be possessing ISO 9001:2000 certification and SEI-CMM Level – 3 Certification. (In case of consortium, this will be mandatory for Lead Member)	<p>We request department to please consider SEI-CMM level-3 Certificate or ISO 9001: 2000 certificate/ higher                      Or                      The Bidder must be possessing ISO 9001:2000 certification and SEI-CMM Level – 3 Certification. (In case of consortium, any one consortium partner can provide this certificate )</p>	Accepted. Check list SL-6 and clause 3.7 modified to allow any member of consortium to satisfy this requirement.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
40	Section : 3 Pre-Qualification Criteria 3.7	Page 13	The Bidder must be possessing ISO 9001:2000 certification and SEI-CMM Level – 3 Certification. (In case of consortium, this will be mandatory for Lead Member)	We request to modify Clause as per following: The bidder should have – valid CMMi Level 3 or higher Or ISO 9001:2015 the CMMI level will restrict the competition	No change except as replied at SL-39
41	3.8	Page 12	The Bidder should have technically qualified workforce of at least 200 as on 30-11-19 on its payroll.	The Bidder should have technically qualified workforce of at least 100 as on 30-11-19 on its payroll.	RFP condition modified to 100 number. Pl see Addendum.
42	3.10	Page 12	3. PRE-QUALIFICATION FOR GENERAL BID  3.10 In case of bidding as consortium, only 2 member consortiums will be allowed. In case of consortium bidding, MOU/agreements of the consortium members should be submitted for their exclusive association for this bid and joint responsibility for the respective scope, as per Format provided at Annexure I to be submitted along with the Bid.	This is State wide e-Governance project and the main scope of delivering e-Governance solution across 114 ULBs of Odisha state. This being the only important component, need for consortium is not understood. Allowing consortium would enable bidders to use qualification of some System Integrator and bid. This would not be a fair competition.  Only those bidders who have capability of implementing State wide projects on its own credentials should be allowed. Odisha Govt. would surely not want to risk the project by allowing misuse of consortium being allowed and inviting less capable bidders. There are many players who have done state wide implementation and hence competition is wide even when consortium is not allowed.	No change in RFP
43	3.12	Page 12	3. PRE-QUALIFICATION FOR GENERAL BID  3.12 DMA, GoO reserves the right to accept or reject any or all responses without assigning any reason.	Kindly elaborate more on Rejection of Bids, As this tender selection is through e-procurement process, There should be Rejection in case breaches of T&C of RFP or events occurred against tender terms. Kindly Clarify the same.	No change in RFP

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
44	3. PRE-QUALIFICATION FOR GENERAL BID, Point No. B of 3.5	Page 13	Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal applications and have successfully operated for 1 year after Go-Live of Similar project in past 5 years and the Project value should be as below:	We assume that there is typo error of applications, It is "Bidder must have Developed and Implemented Web-Based Integrated Solution either on open source platform or developed on own/Licensed platform of minimum 5 municipal corporations and have successfully operated for 1 year after Go-Live of e-Governance Projects in past 5 years and the Project value should be as below:"	Not accepted. "Municipal Applications" means municipal modules such as Property Tax system, Trade License system, OBPAS, etc.
45	3.7	Page 13	The Bidder must be possessing ISO 9001:2000 certification and SEI-CMM Level – 3 Certification. (In case of consortium, this will be mandatory for Lead Member)	The Bidder must be possessing ISO 9001:2000 certification and SEI-CMM Level – 3 Certification. (In case of consortium, this will be mandatory for any one for the consortium partner)	Accepted. Check list SL-6 and clause 3.7 modified to allow any member of consortium to satisfy this requirement.
46	SECTION 6.13 GENERAL INFORMATION,6.13.2,	Page 21	The bidder should submit soft copy of technical bid including approach and methodology on a read only CD/DVD in PDF Format	Kindly specify the no of copies required.	One copy.
47	6.13 GENERAL INFORMATION ,Point No. 6.13.5	Page 23	Source Code & Intellectual Property Rights - The bidder is to implement solution on top of DIGIT platform which is available as open source under MIT. The original source code is provided as open source under MIT license and only the copy/customised version of the source code used for Odisha will belong to H&UDD.	Bidder may want to use an established, patented and copyright product for the purpose of delivering solution under this opportunity for cost effectiveness and reduction of risk of failure. It is our understanding that IPR of already owned copyright products as Commercially Off The shelf (COTS) product customized as per Odisha Authority requirement in this tender will be with the owners of COTS product. However customization done on the top of COTS functionality will be owned by Odisha Authority. Source code of only customized portion will be provided to Odisha Authority. Please confirm our understanding and acceptance of the same.	No change in RFP condition.



**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
	Point No. 8.11 EXIT MANAGEMENT	Page 35	§ System Integrator shall submit source code of all applications to H&UD Dept/DMA and any other relevant information. The source code and the intellectual property rights concerning the Project shall vest with H&UD Dept., Government of Odisha		No change in RFP condition.
	g. Project Documentation:	Page 65	Source Code and solution design documents Documentation of IP and Subnet Scheme, Routing Tables and ACL etc. deployed for Intranet		No change in RFP condition.
48	Section 6.16 TERMINATION OF CONTRACT AND COMPENSATION THEREOF	Page 23	If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by DMA, without any valid reasons acceptable to DMA, DMA may terminate the contract after giving one-month notice, and the decision of DMA on the matter shall be final and binding on the bidder. Upon termination of the contract, DMA shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.	Requested to kindly modify the clause referring to the clause below: In the event of a pre-mature termination of this agreement by DMA, the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination. Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.	No change in RFP condition.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
49	6.16 TERMINATION OF CONTRACT AND COMPENSATION THEREOF	Page 24	If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by DMA, without any valid reasons acceptable to DMA, DMA may terminate the contract after giving one month notice, and the decision of DMA on the matter shall be final and binding on the bidder. Upon termination of the contract, DMA shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.	We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	No change in RFP condition.
50	6.21; Point 3, 4 & 5	Page 25 & 26	MCA / B. Tech / BE (IT or CS) / Diploma	Request you to modify the Qualification clause (1st bullet) as below:  MCA / B. Tech / BE <del>(IT or CS)</del> / Diploma	No change in RFP condition.
51	6.21 KEY PERSONNEL, Point No. 2	Page 26	2. Functional expert: Domain Knowledge of ULB functions like Property taxes, trade license ULB Accounting etc. is a must.	Kindly consider domain experience of functional expert as domain knowledge of any one ULB functions like Property Tax, trade License, building permission, engineering works etc.	There can be multiple people having one or multiple skills. But the functional expert working for the specific product should know that domain. A Property tax expert cannot work on a domain like Building permissions. So bidder should ensure domain knowledge for all these domains are available.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
52	6.21 KEY PERSONNEL Point No. 3	Page 26	3. Solution Architect: · Experience in Micro Services based Architecture will be must · Experience in technologies highlighted in Annexure O for e.g. Kubernetes, Docker, CI CD, Python or Bash Scripting, Git working knowledge is a must	The experience in specific technologies will definitely restrict the bidders having Solution Architect with very good experience in ULBs as providing solution Architecture on different technologies. For larger and fair participation of bidders request you to relax criteria of experience in specific technologies.	All these are must have skills to manage the DIGIT environment. None of these tool sets are optional.
53	6.21 KEY PERSONNEL Point No. 4	Page 26	4. DevOps Engineer · Experience in technologies highlighted in Annexure O for e.g. Kubernetes, Docker, CI CD, Python or Bash Scripting, Git working knowledge is a must · Experience in Managing Development, UAT, Production and Corresponding Devops related to AGILE methodologies in cloud environment is required · Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.	The experience in specific technologies will definitely restrict the bidders having DevOps Engineers with very good experience in ULBs as providing solution Architecture on different technologies. For larger and fair participation of bidders request you to relax criteria of experience in specific technologies.	All these are must have skills to manage the DIGIT environment. None of these tool sets are optional.
54	6.21 KEY PERSONNEL, Point No. 2	Page 26	The successful Bidder must position at least the following full time dedicated manpower for carrying out various phases of the assignment.	We understand the dedicated manpower for the project is to be deployed off-site only with on-site implementation team of the Bidder as and when required. Please confirm.	Provisions in the RFP shall prevail. Operation from offsite is not prevented in RFP.
55	6.22 EVALUATION & SELECTION CRITERIA, point 1.1	Page 26	For Rs.50 Crore Turnover 7 Marks, for every additional Rs.10 Crore. 1 marks each subject to maximum 10 marks	We request department to please relax this criteria, so more Odisha Bidders can bid this tender. "For Rs.20 Crore Turnover 8 Marks, for every additional Rs.5 Crore. 1 marks each subject to maximum 10 marks"	No change in RFP. Marking will be done as per the given conditions in the RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
56	6.22 EVALUATION & SELECTION CRITERIA, point 1.2	Page 26	Average Net worth during the last 3 financial years-For Rs.10 Crore 2 marks, for every additional Rs.2 Crore, 1 marks each subject to maximum 5 marks	Average Net worth during the last 3 financial years-For Rs.4 Crore 2 marks, for every additional Rs.2 Crore, 1 marks each subject to maximum 5 marks	No change in RFP. Marking will be done as per the given conditions in the RFP.
57	6.22, Financial Capabilities	Page 26	1.1 Average Turnover in last 3 FY For Rs.50 Crore Turnover 7 Marks, for every additional Rs.10 Crore. 1 marks each subject to maximum 10 marks	Kindly amend the clause in accordance with CVC guidelines	No change in RFP.
58	6.22 EVALUATION & SELECTION CRITERIAN	Page 26	6.22 EVALUATION & SELECTION CRITERIAN  6 Experience In E-Governance Projects for Government Institution of India. MAXIMUM 5 BEST PROJECT in Last 5 years	This is e-Municipality project and hence marks should be given only for projects in ULBs. The overall criteria along with provision to allow consortium gives a feeling that a SI with many e-Governance projects with hardly any e-Municipality projects can get qualified and get maximum marks as per the current marking criteria.  A bidder who solely qualifies and have expertise mainly in e-Municipality projects may get less marks as compared to such consortium. SUDA/ DMA would understand that sole bidder with good financial capability and experience such multiple state wide projects would surely be at better position to ensure success of this project	No change in RFP.
59	6.22	Page 26-27	6.22 EVALUATION & SELECTION CRITERIA - CV	30% for Qualification, 30% for total Experience, 40% on specific similar project Experience - we understand this "specific similar project" would mean software projects in ULBs. Please confirm	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
60	6.22 Evaluation & Selection Criteria 3.1,	Page 27	Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications in last 5 Years.	Request to amend as: Bidder/ any member of consortium should have experience Developing and Implementing Web-Based/micro-services based Integrated Solution/ERP implementation for Municipal Modules in last 5 Years.	The provision of lead Member is changed to any member of consortium. Please see Addendum
61	Past Experience of Bidder in last 5 years, point 3.1	Page 27	Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications in last 5 Years.- Single Project value must be Rs.1 Crore or above will be considered for weightage	We request department to please amend the clause as listed below "Experience in Developing ,Implementing and provided support of Web-Based/micro-services based Integrated Solution for Municipal Applications or any other web based application in state/central gov departments in India in last 5 Years.-Single Project value must be Rs.50 lacs or above will be considered for weightage"	No change in RFP.
62	Past Operation and Maintenance Experience of Bidder in last 5 years, point 4.1	Page 27	Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 Years-Single Project value must be Rs.1 Crore or above will be considered for weightage	We request department to please amend the clause as listed below. " Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application or any other web based application in state/central gov departments in India in last 5 Years-Single Project value must be Rs.30 to 50 lacs will be considered for weightage	The entire contract value should be Rs.1 Crore or above (not necessarily the O&M part of the contract).
63	6.22 Evaluation & Selection Criteria, 4.1,	Page 27	Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 Years.	Request to amend as: Bidder/ any member of consortium should have Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution/ ERP Implementation for Municipal modules in last 5 Years.	The provision of lead Member is changed to any member of consortium. Please see Addendum
64	6.22 point 3	Page 27	Past Experience of Bidder in last 5 years	Request to evaluate on Value of the project/Number of ULB's Question: Is it based on value of the project or number of project?	Total Value of all contracts.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
65	6.22 point 3	Page 27	6.22 EVALUATION & SELECTION CRITERIA  3. Past Experience of Bidder in last 5 years  3.1 Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications in last 5 Years.	This criterion should ask purely Web Based Application experience in e-Municipality applications, Micro Service based application may not cover full module functionalities. We request following changes;  3.1 Experience in Developing and Implementing Web-Based Integrated e-Municipality Applications in India last 10 Years.	No change in RFP.
66	6.22 point 4	Page 27	Past Operation and Maintenance Experience of Bidder in last 5 years	Request to evaluate on Value of the project/Number of ULB's Question: Is it based on value of the project or number of project?	Total Duration of all projects.
67	6.22 point 4	Page 27	6.22 EVALUATION & SELECTION CRITERIA  4 Past Operation and Maintenance Experience of Bidder in last 5 years  4.1 Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 Years.	This criterion should ask purely Web Based Application experience in e-Governance applications. Micro Service based application may not cover full module functionalities. Clause should be changed as below:  4.1 Experience in Operation and Maintenance of Web-Based Integrated e-Municipality Applications in India in last 10 Years.	No change in RFP.
68	EVALUATION & SELECTION CRITERIA,--- Clause 3.1	Page 27	Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications in last 5 Years.	Please amend the clause as under: Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications/UITs/Development Authorities/Government Departments Applications in last 10 Years.	Please see reply at SL-10 above. Municipal application developed for any Govt. Agency / ULB is acceptable.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
69	EVALUATION & SELECTION CRITERIA Clause 3.1	Page 27	Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications in last 5 Years.	Please amend the clause as under: Experience in Developing and Implementing Web-Based/micro-services based Integrated Solution for Municipal Applications/ UITs/ Development Authorities/ Government Departments Applications in last 10 Years.	Please see reply at SL-10 above. Municipal application developed for any Govt. Agency / ULB is acceptable.
70	EVALUATION & SELECTION CRITERIA- clause 4.1	Page 27	Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 Years.	Please amend the clause as under: Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application/UITs/Development Authorities/Government Departments Applications in last 10 Years.	Please see reply at SL-10 above. Municipal application developed for any Govt. Agency / ULB is acceptable.
71	EVALUATION & SELECTION CRITERIA clause 4.1	Page 27	Experience in Operation and Maintenance of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 Years.	Please amend the clause as under: Experience in Operation and Maintenance of Web-Based/micro- services based Integrated Solution for Municipal Application/ UITs/ Development Authorities/Government Departments Applications in last 10 Years.	Please see reply at SL-10 above. Municipal application developed for any Govt. Agency / ULB is acceptable.
72	6.22; Point 3, 4 & 5	Page 27 & 28	*Percentile marking method will be adopted - the highest will get 10 marks and others will get in proportion.	We would request you to remove the below clause & provide specific project value wise marking, so that bidder can assess their possible technical score before participation:  *Percentile marking method will be adopted - the highest will get 10 marks and others will get in proportion. We request you to remove this percentile based evaluation method for the entire evaluation process. If allowed we will be happy to suggest some models that may be considered.	No change in RFP

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
73	Point 3, 4, 5 & 6	Page 27 & 28	3. Past Experience of Bidder in last 5 years 4. Past Operation and Maintenance Experience of Bidder in last 5 years 5. Number of Persons/ professionals Trained for each Assignment of Implementation of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years 6. Experience In E-Governance Projects for Government Institution of India. MAXIMUM 5 BEST PROJECT in Last 5 years	Request you to consider experience of last 7 years instead of 5 years	Please see Reply to SL-10. No other change.
74	Number of Persons/ professionals Trained for each Assignment of Implementation of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years, point 5	Page 28	Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years- Single Project value must be Rs.1 Crore or above will be considered for weightage	We request department to please amend the clause as listed below. "Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution for Municipal Application or any other web based application in state/central gov departments in India in last 5 years- Single Project value must be Rs.30 to 50 lacs will be considered for weightage"	No change in RFP. Marking will be done as per the given conditions in the RFP.



**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
75	6.22; Point 5	Page 28	<p>NB: Single Project value must be Rs.1 Crore or above will be considered for weightage Bidder must submit the Clients certificate of the bidder to certify the training of professionals.</p> <p>*Percentile marking method will be adopted - the highest will get 05 marks and others will get in proportion.</p>	<p>Request you to modify the clause as below:</p> <p>NB: Single Project value must be Rs.1 Crore or above will be considered for weightage Bidder must submit the Clients certificate or Self certificate duly signed by the authorized signatory of the bidder to certify the training of professionals.</p> <p>*Percentile marking method will be adopted - the highest will get 05 marks and others will get in proportion.</p>	Self-certification by internal auditor is acceptable.
76	EVALUATION & SELECTION CRITERIA –clause 5.1	Page 28	Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years.	Please amend the clause as under: Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution for Municipal Application/UITs/Development Authorities/Government Departments Applications in last 10 years.	Please see reply at SL-10 above. Municipal application developed for any Govt. Agency / ULB is acceptable.
77	EVALUATION & SELECTION CRITERIA Clause 5.1	Page 28	Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years.	Please amend the clause as under: Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro- services based Integrated Solution for Municipal Application/ UITs/ Development Authorities/Government Departments Applications in last 10 years.	Please see reply at SL-10 above. Municipal application developed for any Govt. Agency / ULB is acceptable.
78	6.22; Point 6	Page 28	<p>Experience in E-Governance Projects for Government Institution of India.</p> <p>Total Value of Assignment (in INR) will be considered for marking</p>	<p>Request you to consider:</p> <p>"Total Value of Assignment (in INR) except Hardware will be considered for marking"</p>	No change in RFP.
79	6.22 point 6	Page 28	Experience In E-Governance Projects for Government Institution of India. MAXIMUM 5 BEST PROJECT in Last 5 years	Experience In E-Governance Projects for Government Institution of India. MAXIMUM 5 BEST PROJECT in Last 5 years/1 large	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
				project value of more than 100cr/Based on Number of ULB's	
80	6.22 Evaluation & Selection Criteria, 5.1,	Page 28	Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years.	Request to amend as: Bidder/ any member of consortium should have Experience in providing training to Persons/ professionals for each assignment of Web-Based/micro-services based Integrated Solution/ ERP Solution for Municipal modules in last 5 years.	The provision of lead Member is changed to any member of consortium. Please see Addendum
81	6.22 Evaluation & Selection Criteria, 6.1,	Page 28	Experience in E-Governance Projects for Government Institution of India.	Request to amend as: Bidder/ any member of consortium should have Experience in E-Governance Projects for Government Institution of India.	The provision of lead Member is changed to any member of consortium. Please see Addendum
82	6.22 point 5	Page 28	6.22 EVALUATION & SELECTION CRITERIAN  5. Number of Persons/ professionals Trained for each Assignment of Implementation of Web-Based/micro-services based Integrated Solution for Municipal Application in last 5 years	This criteria seems to be vague. A bidder who has done state wide project of 50 ULBs as per the PQ would surely have experience of training many people. This criterion is merely giving off 5 marks to bidder. It is understood that training and capacity building is important but giving 5 marks for the same is not justified	No change in RFP.
83	8.5	Page 32	Payment Schedule	We would request you to add one more milestone to payment schedule as below. "Submission and approval of project Inception cum Project Charter Report or SRS or FRS submission"- 10% of Payment to be paid  Also, Submission and approval of Solution Design Document (SDD) and Report on Hardware requirement to be arranged by Client / ULB). - 10% may be clearly divided as hardware report for all ULBs may not be possible along with SDD/SRS.  Request to consider, mobilization advance	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
				of 10% the same can be adjusted on pro-rata basis for all subsequent payments.  Balance to be paid during first year O&M on <del>Monthly</del> quarterly basis @ 2.5 % per quarter	
84	8.5 PAYMENT SCHEDULE-33	Page 32	PAYMENT SCHEDULE	Request to kindly amend as per Appendix I attached herein to ensure better cash flow in the project and ensure project success. The proposed payment terms is aligned to the financial format of the RFP.	No change RFP.
85	8.10 CONFIDENTIALITY	Page 33	Any information pertaining to the Govt. of Odisha or any other agency involved in the project, matters concerning Govt. of Odisha that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the contractor will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution. The affidavit to this effect should be submitted along with security deposit.	Please clarify if any Confidentiality will be signed with successful bidder during project execution.  It is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
				under the (Indian) Right to Information Act.	
86				"It is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	No change in RFP.
87	8.5 PAYMENT SCHEDULE Point No. Training	Page 33	For Training of 520 staff to be completed in batches of 30 Nos.	There is typo error total are 510 staff for Training. Kindly clarify the same.	Accepted. Training needs to be provided to 510 staff.
	Point D. of ANNEXURE-K: PRICE BID SCHEDULE	Page 58	Capacity Building and Training to the professionals of 113 ULBs total (Total 510 No. of personnel – in batches of 30 for 6 days) for taking over operation of Applications during first year O&M period. TA & DA charges to be paid by client to trainees.		

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
88	8.7 PERFORMANCE SECURITY,	Page 33	<p>Within 7 (Seven) days of Notification of "Award of the Work" the company shall furnish Performance Security to DMA @ 10% of the total value of quoted bid by way of irrevocable and unconditional Bank Guarantee in favour of DMA for a period to be specified in the award of work. This Bank Guarantee should be valid for 3 years' duration. The proceeds of the Performance Security shall be payable to DMA as compensation for any loss resulting from the Company's failure to fulfill its obligations under the terms and conditions of the Work Order. The EMD of the company shall be returned on submission of above performance Security.</p> <p>The Performance Security regarding commencement of job / task will be discharged by DMA and returned to the company not later than 30 (Thirty) days following the date of completion of the company's performance, related obligations under the terms &amp; conditions of the Work Order.</p>	<p>We request to kindly accept the performance bank guarantee on a yearly basis as keeping the PBG on the entire contract value would increase the overall bid price.</p> <p>Considering the estimated project value and the time period of project phases you may factor the PBG value on the yearly value of the project instead of total value of the project.</p> <p>Requesting you to modify the clause as below:</p> <p>The successful Bidder shall ensure, the Performance Guarantee is valid for 1 year from the date of signing of agreement and during the term of the subsequent Contract (any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.</p>	No change in RFP.
89	8.5.1 PAYMENT SCHEDULE Sl. 2	Page 33	Acceptance of User Acceptance Test per Application wise : 20% of Application cost	Request increasing 20% to 50% as the product will delivered after UAT	No change in RFP.
90	8.6 DELAYS IN THE CONSULTANT'S PERFORMANCE	Page 33	In case of delay in performance for reasons attributable to the Service Provider, such liquidated damages shall be imposed as are stipulated in the clause 6.10 placed or agreement signed, while awarding the consultancy work.	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Already capped as 10% in Clause 9.2 at page 139.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
91	8.8 TERMINATION FOR DEFAULT	Page 34	DMA may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security by written notice of default sent to the company, terminate the work / task in whole or in part, after sending a notice to the Company in this regard.) 8.8.1 If the Company fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the Tender Document. 8.8.2 If the Company fails to perform any other obligations under the terms and conditions.	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	No change in RFP.
92	8.13 ARBITRATION	Page 35	8.13.1 All disputes, differences, claims and demands arising under the contract shall be referred to the Chief Secretary, Govt. of Odisha for final decision and the same shall be binding on all parties.	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	Clause 8.13 at Page 35 deleted. Arbitration covered under Clause 8.0 at page 138 may be referred.
93	Annexure -D point 4	Page 45	Experience In E-Governance Projects in Government Institution of India. MAXIMUM 5 PROJECTS IN LAST 5 YEARS	Experience In E-Governance Projects for Government Institution of India. MAXIMUM 5 BEST PROJECT in Last 5 years/1 large project value of more than 100cr/Based on Number of ULB's	No change.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
94	ANNEXURE – D: FORMAT FOR SYNOPSIS OF TECHNICAL BID	Page 46	3. Number of Persons/ professionals Trained for each Assignment of Implementation of Web-Based Integrated Solution for Municipal Application in last 5 years. Client Certificate (Attach documents)	Kindly consider self-certification to certify the training of professionals rather than Client certificate. Getting the certificate from Government Client for each activity of project is very cumbersome and difficult process. Kindly amend the clause accordingly.	Bidder can provide at least a copy of the contract and then, provide self-certified documents from internal auditor.
95	Annexure - G	Page 49	Template for Blacklisting	Request to allow standard self-declaration blacklisting template with the date of signature by signatory as future date declaration like bid submission date cannot be given.	No change. Date of signing can be given.
96	ANNEXURE-K: PRICE BID SCHEDULE- Price Bid Schedule Part-I Integration of e_ Municipality data into SUJOG Dashboard with Application Programme Interface (API) (Customization Source code to be provided to the bidder).	Page 55	Marriage Registration Road Trenching Odisha One Portal Municipal Services Pavilion and CSCs IFMS/Treasury Human Resource Management System State determined payment gateway and SMS gateway, POS machine Digital Signature/e-sign	We understand that the scope of integration shall not exceed the 8 listed modules and any integration beyond these modules shall be considered as a change request. Also, kindly provide the Functional requirement of these applications along with technical specification details and System integrator details for ease of estimation. We also understand that the API for all the integration shall be provided by H&UD dept. Kindly confirm.	No change in RFP.
97	Annexure-K	Page 55	Price bid template	No line item has been provided for Data Digitization & Scanning in the price bid template  (Refer RFP Page-66 Point B)	Data digitalisation is under Part -II of Annexure-k. It will not be considered in evaluation. But rate will be part of contract to be used if required.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

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98		Page 57	ANNEXURE-K: PRICE BID SCHEDULE D. Capacity Building and Training to the professionals of 113 ULBs total (Total 510 No. of personnel – in batches of 30 for 6 days) for taking over operation of Applications during first year O&M period. TA & DA charges to be paid by client to trainees.	We understand that IT and non-IT infrastructure for these trainings would be arranged by the client. Please confirm.	All training materials are in bidder's scope. Refer clause 2.3 page 66.
99	Section 8.5 PAYMENT SCHEDULE - Page- 32 and ANNEXURE-K: PRICE BID SCHEDULE-Part -I D-	Page 57	For Training of 520 staff to be completed in batches of 30 Nos. D. Capacity Building and Training to the professionals of 113 ULBs total (Total 510 No. of personnel – in batches of 30 for 6 days) for taking over operation of Applications during first year O&M period. TA & DA charges to be paid by client to trainees.	We found discrepancy in the no of staff in the two statement kindly clarify which one to be considered and also provide details regarding: The training shall be conducted in the central location	Accepted. Training needs to be provided to 510 staff.
100	ANNEXURE-K: PRICE BID SCHEDULE- Price Bid Schedule part-II ,B. Rate for Data digitization If any during implementation,	Page 59	1. Scanning & digitization per page 2. Data entry of the master data/ the transaction data per record	Kindly share Scanning & data digitization roles & responsibility in details. Kindly clarify who shall be responsible for providing the data to SI and tentative amount of data present per ULB or per month how much data is expected to be digitized.	Data digitalisation is under Part -II of Annexure-k. It will not be considered in evaluation. But the rate will be part of contract to be used if required. No details can be given now.



**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
101	B. Rate for Data digitization If any during implementation	Page 59	Rate per in Rs.	Please clarify if it is Rate per page?	Please see description Rate is per page for B-1 and per record for B-2.
102	Rate for fresh development, O&M of additional modules in DIGIT platform such as marriage registration, road trenching etc.	Page 59	Rate per in Rs.	Please clarify if it is Rate per module? It is to suggest that the rate per Man month to be considered as the development cost requires module size, timeline and effort which cannot be determined at this point of time	No change in RFP.
103	2.1.2. Solution Configuration	Page 62	g. The Bidder needs to operate/maintain all third party services like word press plugins, Google Play store / IOS Store account etc.	Is the third party service of Google Play store/ IOS store are already available with client or need to be procured, please clarify?	The apps will be hosted by Housing & Urban Development Department, Govt. of Odisha
104	2.1.2. Solution Configuration	Page 63	State determined payment gateway and SMS gateway, POS machine	Our understanding is that the scope of bidder is to integrate the application with SMS gateway, Email gateway and payment gateway only. The required SMS gateway, email gateway and payment gateway shall be provided by Odisha Authority. Please confirm the same	Yes. POS machine integration will also be involved.
105	2.1.1. Requirement Gathering	Page 63	The SDD preparation shall take into account the Business Process Reengineering (BPR) changes identified during the Requirement gathering stage	If Major process changes are identified during SDD preparation phase, we assume that there would be a change request to accommodate the same. Please confirm.	Yes
106	2.1.2. Solution Configuration	Page 63	The Solution should be able to integrate with the other e-Governance applications if any as determined during the study phase and necessary APIs should be developed for integration	Our understanding is: 1. We need to develop APIs for any service we expose. 2. For any external application integration, we shall receive the APIs to integrate. Please confirm.	Yes

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
107	2.1.2. Solution Configuration	Page 63	The Bidder will procure the SSL Certificate required for Odisha domain name. The number of SSL certificates will depend on the number of domains.	1. Who will procure the domain name? 2. For multiple domains, we are assuming those would be sub-domains under a primary domain and a wildcard certificate will apply to all. Please confirm.	Domain Names will be procured by the Department. Yes Subdomains are also likely to be there.
108	2.1.3.1. Acceptance Criteria	Page 64	Performance: Performance is that aspect of service, which is measured in terms of throughput and latency. The thresholds for performance shall be defined in the Initial phase of the project. Higher throughput and lower latency values represent good performance of a service. Throughput represents the number of service requests served. Latency is the round-trip time between sending a request and receiving the response	Since, Network and bandwidth management is not in the Bidder scope, we would request to measure performance between a server hitting the application server and the response leaving the server.	Threshold performance will be defined for different service providers and the Implementation partner is expected to help in adhering to that and to conduct tests if needed to optimize performance.
109	2.2	Page 65	Data Migration	Please give details of current modules, size and language of data to be migrated.	No change in RFP.
110	2.2.2. Data Digitization Requirements	Page 66	B. Process to be followed for Data Entry & Digitization  d. The Bidder will also scan all the requisite documents and will link them with the appropriate file in the Document Management System.	The document management system is not part of scope of work. Is the DMS already available in DIGIT? The DMS linking should be considered within the Digitization and Migration cost?	DMS is not part of DIGIT. This will have to be procured as per Department requirements.
111	2.2.2.; Point c	Page 66	".....Further, H&UDD will verify the data digitization on random sampling basis within a period of 10 working days from the day of submission of printouts (along with online access) of digitized data to H&UDD."	Please specify the estimated volume of data to be digitized/scanned & for printing	Data digitalisation is under Part -II of Annexure-k. It will not be considered in evaluation. But rate will be part of contract to be used if required.
112	2.2.2.; Point e	Page 66	"All the activities related to the data entry, scanning & digitization will most likely to be carried out at the	Please quantify this requirement. Please confirm the nos. of ULBs to be covered for digitization? Also confirm the desired timeline for the same?	Data digitalisation is under Part -II of Annexure-k. It will not be considered in

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			premises of the Department/ULB offices."		evaluation. But rate will be part of contract to be used if required.
113	2.3. Training & Change Management,	Page 67	a. Training & Change Management - Training Detail b. In addition to the individual trainings conducted centrally for the ULB and the H&UDD staff, Bidder may introduce 'Train the Trainer' Concept	a. Kindly clarify on the overall duration of training i.e. whether 2 days' training shall be conducted for each batch or a total 2 days' training shall be considered catering to all users and batches b. Also we understand that the training shall be conducted centrally for the ULB and the H&UDD staff at Bhubaneswar. All requisite infrastructure and other services shall be provided by H&UD dept. Kindly confirm.	Pls. refer Clause 2.3 page-66. All details are provided. No change in RFP.
114	2.4. Centralized Help-desk Set Up and Operations,	Page 68	The services shall be rendered across the State. The service shall be accessible in English, Hindi and Odia.	We understand that the Helpdesk will operate in three languages. However, the service applications and the portal shall be developed only in English and Odia.	Yes. No change in RFP

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115	2.4. Centralized Help-desk Set Up and Operations	Page 68	<p>H&amp;UDD requires a helpdesk enabled with IVRS and required software and call management service that will automate processes to consolidate, log, track, manage and escalate incidents and problems. The Service will act as a single point of contact helpdesk for all ULB employees /Operators under CSCs who will record an incident. It will help H&amp;UDD to accelerate detection and problem resolution, maintain accurate configuration details, and minimize the risk caused by any change.</p> <p>Bidder is required to set up, operationalize and run this centralized helpdesk, accessible through telephone, the web portal, mobile phone where the users of the portal can call to register complaints and/or make suggestions.</p> <p>H&amp;UDD shall provide toll-free number for helpdesk and will pay directly to Service Provider the cost towards its usage. Bidder shall check and verify the usage of toll- free number and submit a verification note every month.</p> <p>Bidder shall be responsible for arranging necessary space, power, infrastructure, etc. for helpdesk to be set up. Bidder can propose helpdesk from its location or through available hosted call centre solution but within the State of Odisha.</p>	<p>We understand that Dept. required a call centre based help desk management system. Which shall include the following:</p> <ol style="list-style-type: none"> <li>Manpower</li> <li>IVRS</li> <li>Call centre solution</li> <li>One help desk management application</li> </ol> <p>Toll free no(to be provided by H&amp;UD) Infrastructure</p> <p>All the above components have cost attached to them, so kindly clarify the components in detail.</p> <p>We understand that the bidder may establish the call centre on their premises. Kindly confirm</p> <p>Also, since the help desk is accessible through telephone, the web portal, mobile phone where the users of the portal can call to register complaints and/or make suggestions we understand that the bidders shall also be required to develop a helpdesk application. Kindly clarify and ensure inclusion of same in the financial format.</p>	<p>As per the need of the state. At least, they should have:</p> <ol style="list-style-type: none"> <li>Help Desk Support Executive</li> <li>One help desk management application - for incident management</li> </ol> <p>Toll free no(to be provided by H&amp;UD) Infrastructure to setup help desk</p> <p>As much as possible existing softwares(open source) need to be used for managing this.</p>

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116	2.5.1	Page 69	Application Solution Management	RFP mentions that DMA/SUDA has decided to implement DIGIT platform. The requirements mentioned in overall scope and this section is assuming that bidder will be doing coding, enhancement, implementation and L3 support as well. It needs to be understood that this approach expects that the DIGIT platform selected is as matured as ready ERP like SAP or Oracle or similar industry accepted platform/ ERP. There should be resources who are trained and available in market. In absence of such resources and proven platform, expecting a bidder to carry out such coding and maintenance of L3 calls would not be correct.	No change in RFP.
117	2.5.2. Infrastructure Management	Page 70	d. To enable IT support and administration, the Bidder would need to plan and deploy experienced manpower so as to maintain availability of services and SLAs.	The infrastructure is not part of scope, so it would be suggested to remove the infrastructure management from the scope.	Department will provide support on the Infrastructure. But the Vendor is expected to DevOps and Database administrators to ensure that the application is performing well as per requirements.
118	2.5.3. Information Security Point No. C.	Page 72	Bidder shall be responsible for application security audit from CERT-In empaneled agencies and STQC during implementation and operation & maintenance period as per requirements given in this RFP and submit 'Certificate of Audit' to H&UDD along with detailed report on vulnerabilities.	The Payment for testing (for STQC Certification) the application software shall be borne by Odisha Authority. Kindly clarify the same.	Bidder is responsible for payment for testing for STQC certification.

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119	2.6.3. Timelines & Deliverables,	Page 72	Phase I - Pilot Implementation in 1 Municipal Corporation, 1 Municipality and 1 NAC	After the two days' demo, we understood that the timeline required for the module development is around 9 months whereas as per the RFP the development is to be completed in 150 Days i.e. 5 months specifically for Building permission system. Kindly clarify and modify the timeline as per e-gov foundation demonstration.	The RFP does not talk of a New Module development it is configuration of the product and customizing it for Odisha's need
120	2.6.3. Timelines & Deliverables	Page 73	Requirements Gathering & SDD - T+ 45 days	1. Looking at the number of ULBs involved and their varied requirements, 45 days is too short a date to gather requirements. We would suggest to make it T+90 days.	No change in RFP
121	2.6.3. Timelines & Deliverables	Page 73	Phase I - Pilot Implementation in 1 Municipal Corporation, 1 Municipality and 1 NAC - T + 150 days	Please change it to, Requirement Gathering + 150 days	No change in RFP
122	2.6.3. Timelines & Deliverables	Page 73	Phase II – Pilot Implementation in 1 Municipal Corporation, 1 Municipality and 1 NAC - T + 210 days	Please change it to, Requirement Gathering + 240 days	No change in RFP
123	2.6.3. Timelines & Deliverables	Page 74	Separate teams shall be deployed by the Bidder to undertake data digitization/migration, implementation of proposed solution and Training & Capacity Building.	Kindly explain the no. of team members to undertake data digitization/migration, implementation of proposed solution and Training & Capacity Building.	Bidder to decide based on time line for delivery.
124	2.7.2. Operation Acceptance – Go-live,	Page 74	Completion of data migration, digitization and master data related activities	There is lack of clarity on the volume and format of data available at ULBs. Data digitization being an ongoing practice requires more time to complete. Hence, we request you to consider go live of application with sample data rather than inclusion of digitized data. The go live should not be dependent on the data digitization at ULB level which shall be done as per requirement and availability of data.	No change in RFP

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125		Page 84	Trade License System	Scope of Trade License module is not elaborately provided. Duplicate certificate , change of owner etc services not available in the present functionalities, Please clarify	No change in RFP
126	Appendix - 1 : About DIGIT Sl. No. D	Page 89	Online Building Permission System (OBPS)	it is to our knowledge and experience that the scope of work for State-wide OBPS is vast, ever evolving and expanding. It has many processes connecting with external and internal agencies, integration with various gateways. OBPS is expected to have high number of users working with the application at any instance. Considering the building plan drawing and other file sizes required to be uploaded, processed and maintained dedicated infra-structural and technical support is required for OBPS. For effective and smooth functioning of OBPS, it is best to be deployed as an independent application on separate servers. Request to consider deployment of Commercial Off-the Shelf (COTS) solutions available for OBPS independent of DIGIT platform to expand the application both horizontally and vertically.	The Department has finalized the OBPS COTs Application on DIGIT platform as the Solution for Odisha.
127	4 (a)	Page 90	Workflow is configurable as per the requirements and will be done during the Customisation phase of the Project	This is not understood. Please inform if the DIGIT platform has ready work-flow / BPM which can be used to configure services	No change in RFP.
128		Page 95	F. Accounting System	Scope of Account module is very minimal for ULB, It does not cover Budget Management, Fund and Grant Management etc. Also, Integration of all module to account should be as per NMAM. Please clarify.	No change in RFP.

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129	APPENDIX 2: FUNCTIONAL REQUIREMENTS, ULB Portal ,	Page 98	Application acceptance for various services / certificates include -Birth / Death Certificates -Duplicate Bills -Right To Information	We assume that the services mentioned here already exist and bidder only has to provide links for the same as these do not have any mention in the scope of work section. Kindly clarify.	The bidder is responsible for integrating the already available services with the portal as appropriate.
130	APPENDIX 2: FUNCTIONAL REQUIREMENTS, ULB Portal ,	Page 98	Should link to the third party services which are needed by the citizen, thus forming a single comprehensive repository of all the services.	We understand that the services mentioned here are existing services and for such services additional to the listed services, bidder only needs to link those third party services to the portal. Kindly clarify.	Same as above
131	APPENDIX 2: FUNCTIONAL REQUIREMENTS, ULB Portal ,	Page 98	Should include ULB History, objectives, management team, vision & mission, customer services, budget, departments. This page should have the facility to be updated.	We understand that the final approved and curated content for the portal shall be provided by department.	The bidder is responsible for working with Department for collating & finalizing the content for the portal.
132		Page 104	Asset Management	Scope of asset management is minimal , asset transfer , appreciation and depreciation , service maintenance etc many service are missing	No change in RFP.
133		Page 104	Asset Management	Edit and modification of trade license without scrutiny and work flow	No change in RFP.
134				Proper Technical Design principle guidelines not provided	No change in RFP.
135	APPENDIX 2: FUNCTIONAL REQUIREMENTS Asset Management,	Page 106	Asset Management	Kindly clarify whether asset management shall be subsumed under Finance module or treated as a separate module since it is not mentioned under commercial format.	The Asset Management module can be subsumed in the Accounting module



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136	APPENDIX 2: FUNCTIONAL REQUIREMENTS , Property Tax Management System,	Page 108	1. The PT system provides the ability to capture mutation and transfer of ownership. 2. Capture Extension/ Addition and Alteration and reassessment based on changed property details 3. Bifurcation of property Amalgamation of property	Kindly clarify the process for capturing mutation, transfer and amalgamation of property information. Does it involve a scope of integration with third party system to get the transfer and mutation information?	The implementation partner will assess these during requirement gathering stage.
137	APPENDIX 2: FUNCTIONAL REQUIREMENTS , Property Tax Management System,	Page 108	Registration, Login and Creation of User Profile: OTP Based Login for Citizen via Web/Mobile App	We understand that the mobile application shall be developed on android platform only. Kindly confirm.	It is not native android app, its just a android wrapper written over responsive mobile interface and apk file is generated for what we have it in web.
138	APPENDIX 2: FUNCTIONAL REQUIREMENTS , Trade License System,	Page 113	The system shall have a facility to allow trade license employees to collect property tax for commercial properties as well. The system shall have a facility to communicate with the citizen during the application process	Kindly elaborate and clarify	These are two different requirements. First requirement can be fulfilled through role access based system in DIGIT which can be configured as part of 'user service'. Second requirement can be fulfilled through notifications through multiple channels- email, SMS to the citizen. There is a facility to send back an application to the citizen if there is some document missing from the applicant.

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139	APPENDIX 2: FUNCTIONAL REQUIREMENTS , Online Building Permission System,	Page 115	Scrutiny reports will list the Bye-laws and sub-clauses with the approved values against the extracted values.	Kindly elaborate on the configuration of bye-laws process and timeline.	<p>eDCR already has Rule base engine, covering the standard BUILDING BYE-LAWS.</p> <p>For State specific rule categories - configuration will be required and for any new rule categories customization with will be needed. e.g. Configuration The front setback is 2mts in the product and the State rule specifies 1.5 mts. This needs only the master data change. Customisation Lets say as per product, say the height of the building must be less than 7 mts, if the road width is 5 mts. And if the state rule asks for building height restriction based on ground stability criteria. This needs Customisation of the rule.</p> <p>The chosen implementation partner will get</p>

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					training and design support as needed
140	APPENDIX 2: FUNCTIONAL REQUIREMENTS , Online Building Permission System,	Page 115	All approvals will be electronically signed (e-sign) with QR code	We understand that the e-sign shall be facilitated by the department for use in the project and bidder shall only be responsible for integration. Kindly confirm	Yes. The bidder will facilitate the Department in finalizing/procuring e-sign & further integrating it.
141	Online Building Permission System	Page 120	The system shall have a provision to generate certificates with e-Sign/ digital signature and QR code, which can be downloaded by the applicant.	Digital signer/e-Sign and keys will be provided by Odisha Authority. The proposed system shall provide only provide integration for approval. Kindly confirm the same.	Yes. The bidder will facilitate the Department in finalizing/procuring e-sign & further integrating it.
142		Page 125	II. General Conditions of Contract	<p>We request to add below clause to GCC(General Conditions of Contract),</p> <p>As Software vendor is similarly liable as Implementation partner:</p> <p>Joint &amp; Severely Liable clause for Software Vendor: For the success &amp; smooth running of the Project, Software Vendor finalized by Department, should be made Jointly &amp; Severely liable under the Contract Agreement to be signed with State Level Implementation Agency. Based on our experience, project usually get jeopardized in a situation where Software has issues &amp; vendor can't be penalized as ownership of Software lies with the Department.</p> <p>Hence, we suggest that Software Provider Company should also be made liable for the smooth running of the Software with penalty clause applicable to them.</p>	No change in RFP.

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143	2.9.1 By the "Client"	Page 129	f. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	No change in RFP.
144	2.9.3 Cessation of Rights and Obligations:	Page 130	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.	We request client to reduce the survival period of confidentiality obligations to 6 months/1 year post expiry or termination.	No change in RFP.

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145	3.4 Insurance to be Taken out by the Agency:	Page 132	The Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the "Client", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Client's request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.	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.	No change in RFP.
146	3.8 Documents Prepared by the Agency to be the Property of the "Client":	Page 133	All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the "Client's prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	No change in RFP.

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147	3.3 Confidentiality:	Page 132	Except with the prior written consent of the "Client", the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	No change in RFP.
148	3.8 Documents Prepared by the Agency to be the Property of the "Client":	Page 133	All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the "Client's prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant</p>	No change in RFP.

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				shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
149	10. Miscellaneous provisions: (v)	Page 139	The Contractor/Agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.	We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. 1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing,	No change in RFP.

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				Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non infringing equivalent; iii. Modify it to make it non infringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.	
150	10. Miscellaneous provisions: (vi)	Page 139	The Contractor/Agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy firm/agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy firm/agency.	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.  With this unlimited liability it will be difficult to participate, despite our strong credential and interest to be part of the process.	The limitation of Liability under the contract shall be limited to Total Contract Value. Clause to be added in General Terms.
151	10. Miscellaneous provisions: (vii)	Page 139	The Contractor/ Agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	The limitation of Liability under the contract shall be limited to Total Contract Value. Clause to be added in General Terms.
152	Generic		Record retention	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records	No change in RFP.



**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

<b>SI No.</b>	<b>Reference of Section in RFP</b>	<b>RFP Page No.</b>	<b>Existing Clause</b>	<b>Query/ Suggested Modifications/ Observations</b>	<b>Clarifications</b>
				under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	
153	Generic		Obligation post termination/expiry of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	No change in RFP.
154	General		Limitation of Liability	It is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	The limitation of Liability under the contract shall be limited to Total Contract Value. Clause to be added in General Terms.
155	General		Indemnity	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
156	General		Indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or</p>	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
				<p>plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
157	General		Liquidated damages	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
158	Generic			We assume that there would be a single multi-tenant application deployed centrally and the application would be accessed over internet from the respective ULBs. Please confirm if this is a correct understanding.	Yes
159	OBPS (Building Plan Approval)		Observation: The application developed by eGov Foundation does not have any rule engine where SI can set up building by-law rule by using their template. So, as per our understanding, this will be a new development and customisation may not be possible, the application which has been demonstrated that has covered only 10% of the OBPS	We request you to consider it as a new development not customisable one, so that new software development effort can be added	<p>eDCR already has Rule base engine, covering the standard BUILDING BYE-LAWS.</p> <p>For State specific rule categories - configuration will be required and for any new rule categories customization with will be needed.</p> <p>e.g. Configuration The front setback is 2mts in the product and the State rule specifies 1.5 mts. This needs only the master data change.</p> <p>Customisation Lets say as per product, say the height of the building must be less than 7 mts, if the road width is 5 mts. And if the state rule asks for building height restriction based on ground stability criteria. This needs Customisation of the rule.</p>

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

SI No.	Reference of Section in RFP	RFP Page No.	Existing Clause	Query/ Suggested Modifications/ Observations	Clarifications
					The chosen implementation partner will get training and design support as needed
160	Generic			"It is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	No change in RFP.

**Clarifications to Pre-Bid Queries from different agencies under the RFP for "Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha"**

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161	Appendix for the query raised in SI. No.84	Page 32	<p><b>PAYMENT SCHEDULE</b></p> <p>8.5.1. 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## ADDENDUM NO -1

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**Addendum No-1 to RFP NO 23692 Dated 18.12.2019 Request for Proposal for “Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha”.**

**This addendum No-1 is issued to amend following conditions of above RFP:**

- 1. The due date for submission of bids under this RFP is modified to 14<sup>th</sup> February, 2020 12:00 P.M. Accordingly, the RFP shall be available for downloading from website up to 13.02.2020. The date of Opening of Technical Proposal is also amended to 14.02.2020, 1.00 PM. The above amendment may be read at all places in the RFP where bids submission/ opening date was mentioned.**
2. Clause 1.1 SL-2, 3.2, 6.2.3, 6.13.1 and data sheet SI-6 for EMD the following is added. “Submission of EMD through Bank guarantee (BG) is acceptable. BG format is as specified at Annexure- X to this Addendum. Issuing and advising bank to issue using SFMS as per directive of Ministry of Finance Govt. Of India F.No.7/112/2111-BOA dated 17.07.2012.
3. Proof of ISO 9001:2000 and SEI-CMM- LEVEL 3 (Lead Member must have this certification) at Clauses 1.1 SL-6 and clause 3.7 is changed to allow “any member of consortium must have this certification”.
4. The requirement of “Lead Member” in consortium is changed to “Any Member” in consortium under clause- 3.5A.
5. The requirement of Minimum 5 Functions in Similar Project is changed to “Minimum 3 Functions” and “in last 5 years ” is changed to “Last 7 Years” in clauses 1.1, 1.2, 3.5,6.19,6.22 & Annexure-C SL-15 Table-A & B & Annexure-D SL-1,2 &3.
6. The requirement of minimum technical manpower is changed from 200 numbers to 100 numbers under clauses 1.1 SL-7, 3.7 & 3.8.

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7. The requirement of submitting Power of Attorney specified in clauses 1.1 SL-12, 6.7.2 & Annexure-C is modified to add “Board resolution/Specific Authorisation by Director or company secretary authorising the bid signing authority can also be accepted as alternative to Power of Attorney”.
8. In clause 6.22 & in Annexure-D where Client certificates has been mentioned as proof is replaced as “Client Certificate or Self certification by internal auditor is acceptable”.
9. In clause 8.5 Payment Schedule- Training of 520 staff to be completed in batches of 30 Nos. is changed to read as 510 staff.
10. In Annexure-M under Clause-10 Miscellaneous clause (x) is added as Limitation of Liabilities—The maximum liability to the bidder under this contract shall be limited to Maximum of Contract value and will not include any consequential claims.
11. Clause 8.3 Arbitration Clause at Page 35 is deleted. Arbitration Clause covered under Clause 8.0 at page 138 shall be applicable.
12. **All other terms & conditions of RFP remains unaltered.**

**Director, Municipal Administration**



Request for Proposal For “Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha”

**ANNEXURE-X: FORMAT OF THE EMD**  
(To be executed on stamp paper of appropriate value)

**B.G. No. [\_\_\_]**

**Dated:**

In consideration of you, State Urban Development Agency (referred to as **SUDA**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Applicant*] with its registered office at [*Insert Address*] (referred to as the **Applicant** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for “Selection of an Implementing Agency for implementation of an Integrated e-Governance Solution across all Urban Local Bodies of Odisha” (the **Project**), pursuant to the Request for Proposal dated [\_\_\_] (referred to as the **RFP**) and other related documents, if any (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [\_\_\_] and one of its branches at [\_\_\_] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to SUDA an amount of Rs. [\_\_\_] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.

1. Any such written demand made by SUDA stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of SUDA is disputed by the Applicant or not, merely on the first demand from SUDA stating that the amount claimed is due to SUDA by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
  - (a) If an Applicant withdraws its Proposal during the Proposal validity period or any extension agreed by the Applicant thereof.

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- (b) If an Applicant is disqualified in accordance with Clause 2.8;
- (c) If the Applicant tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Clause 2.10 of the RFP.
- (d) If an Applicant is declared as the preferred Applicant(s) and it:
  - (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Applicant shall not be construed as withdrawal of proposal by the first ranked Applicant;
  - (ii) fails to furnish the Performance Security in accordance with Clause 4.3 of the RFP;
  - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
  - (v) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

3. This Guarantee shall be irrevocable and remain in full force for a period of 210 (two hundred ten) days, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Applicant is declared as the Agency, then the validity of the EMD of such Applicant shall be extended until the date on which the Agency submits the Performance Security. The EMD of the Agency will be returned upon the Agency furnishing the Performance Security.

4. We, the Bank, further agree that SUDA will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 2.8 above. The decision of SUDA that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between SUDA and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.

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5. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, SUDA will be entitled to treat the Bank as the principal debtor.
7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Applicant.
8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or SUDA):
  - (a) any time or waiver granted to, or composition with, the Applicant or any other person;
  - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
  - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
  - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or SUDA under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the Bid Documents).
9. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
10. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.

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11. It shall not be necessary for SUDA to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which SUDA may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of SUDA in writing.
13. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [\_\_\_]. The Bank will be liable to pay the amount or any part of the Guarantee only if SUDA serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before ..... (indicate date corresponding to 210 days from the Proposal due date).
15. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. .... its ..... and authorised official.

(Signature of the Authorised Signatory)

**(Official Seal)**