

CORRIGENDUM

**Request for Proposal on Empanelment of Consultants and Third-Party Auditors for e-Governance Initiatives in Government of Odisha
(Tier-I)**

REF NO: OCAC-SEGP-MISC-0002-2025-25008

SL#	Clause No	Page No	Existing Clause	Revised Clause
1.	1(9)	8	Last date and time for receipt of proposals from Bidders 20/02/2025, 3 PM	See revised tender schedule below
2.	2	9	(4 th paragraph) ... Bidders will be empanelled at State level for providing consultancy support for the indicative list of areas defined in Scope of Work in the RFP. The empanelment will be initially for a period till 05.04.2020, which can be extended/ renewed through mutual consent for a further period. ...	(4 th paragraph) ... Bidders will be empanelled at State level for providing consultancy support for the indicative list of areas defined in Scope of Work in the RFP. The empanelment will be initially for a period of three years, which can be extended/ renewed through mutual consent for a further period. ...
3.	4.6.1(1)	15	Point. 1 OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.	Point 1 a. Either party may terminate this Contract with one (1) month prior written notice. b. The Purchaser may terminate this Contract with fifteen (15) days prior written notice under the following circumstances: <ul style="list-style-type: none">• Breach of obligations by the Empaneled Agency.• Failure to commence services or suspension of work for 30 consecutive days without lawful excuse.• Conflict of interest or unauthorized breach of contract terms.• Unsatisfactory quality of services or personnel.• Poor performance or failure to meet contractual commitments.• Actions harming the Purchaser's reputation or interests.• Neglect or non-compliance with contract terms. Insolvency or bankruptcy of the Empaneled Agency.
4.	5.1(4)	24	Turnover: The bidder's or its global entity's average revenue (From Consultancy services only) should be more than ₹ 150 crore in last 3 years - ending at March 31, 2024	Turnover: The bidder's or its global entity's average revenue (From Consultancy services only) should be more than ₹ 150 crore in last 3 years - ending at March 31, 2024.

				<p>In case of Global entities: Last Financial year means year ending after December 2023.</p> <p>CA Certificate on the average revenue (From Consultancy services only) should be submitted</p>
5.	5.1(7)	24	The bidder or its Global entity must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 25 such professional	The bidder or its Global entity must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 15 such professional
6.	5.1(9)	24	The bidder or its Global entity should have minimum CMMI 3 and ISO 27001:2013. All the certificates should be valid at the time of bid submission.	The bidder or its Global entity should have minimum CMMI 3 and ISO 27001:2013/27001:2022. All the certificates should be valid at the time of bid submission.
7.	5.2(5)	25	The bidder must have a minimum of 3 (three) professionals on their payroll holding certifications in each of the following areas: CISA, CISSP, ITIL, CISM, ISO 27001 or BS7799, CEH, and ISO 20000.	The bidder must have a minimum of 3 (three) professionals on their payroll holding certifications in each of the following areas: CISA or CISSP or CISM, ISO 27001 or BS7799, CEH, ITIL or ISO 20000
8.	5.2(7)	25	The Firm should have ISO 9001:2008, CMMi 3, ISO 27001. All the certificates should be valid at least the time of bid submission.	The Firm should have ISO 9001:2008/2015, CMMi 3, ISO 27001. All the certificates should be valid at least the time of bid submission.
9.	5.3.1(1)	25	The bidder or its global entity's average revenue (From Consultancy services only)	<p>The bidder or its global entity's average revenue (From Consultancy services only) during last 3 Financial Year ending on 31.03.2025.</p> <p>In case of Global entities: Last Financial year means year ending after December 2023.</p> <p>CA Certificate is required in INR form</p>
10.	5.3.1(3)	26	<p>No. of consulting project or implementation projects (in core areas/subject of departments) undertaken for the identified Departments under each category (as per clause 2.2)</p> <p>Order value should be more than ₹1 Crore</p> <p>Each category- 6 Marks (5 Categories 30 marks)</p> <p>One project carry – 2 marks, total 15 projects to be cited</p> <p>Note: Bidder must clearly indicate the projects with mapping to the categories of the departments mentioned in the RFP in the technical bid document for awarding the marks.</p>	<p>No. of consulting project or implementation projects (in core areas/subject of departments) undertaken for the identified Departments under each category (as per clause 3)</p> <p>Order value should be more than ₹1 Crore</p> <p>Each category- 6 Marks (5 Categories 30 marks)</p> <p>One project carry – 2 marks, total 15 projects to be cited</p> <p>Note: Bidder must clearly indicate the projects with mapping to the categories of the departments mentioned in the RFP in the technical bid document for awarding the marks.</p>

				<p>Note: A firm is allowed to showcase two separate projects with different domain within the same department. However, projects with same domain in different state will be considered as one project. For example, if a firm has executed Project X related to HR in Department Y and another project related to Finance in the same department, they will be considered two distinct projects. However, if the same firm has executed Project X in Department Y in a different state, it will be counted as a single project.</p>
11.	5.3.2	26	<p>... The bidder should furnish the information as “Form-4:CV Format, “Form 5: Summary of CVs” at 14.5, “Form 6: A Technical Evaluation Sheet at 14.6”, “Form 8: Past Experience (Projects executed by bidder)” at 14.8 and Form-9 Project Experience at 14.9.</p>	<p>... The bidder should furnish the information as “14.5, “Form 6: A Technical Evaluation Sheet at 16.6”, “Form 8: Past Experience (Projects executed by bidder)” at 16.8 and Form-9 Project Experience at 16.9.</p>
12.	5.4.1(1)	26	<p>The bidder or its global entity’s average revenue (From Consultancy services only)</p>	<p>The bidder or its global entity’s average revenue (From Consultancy services only) during last 3 Financial Year ending on 31.03.2025. In case of Global entities: Last Financial year means year ending after December 2023.</p> <p>CA Certificate is required in INR form</p> <p>Marks Criteria: ₹150 crores- 4 marks</p> <p>Additional 2 marks for each Rs. 25 crores up to maximum</p>
13.	5.4.1(2)	27	<p>Audit experience in terms of no. of completed/ongoing assignments in last 10 years 1 project- 3 marks Additional 3 marks for each project up to maximum 15 marks (Maximum 15 marks)</p>	<p>The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India in last 10 years</p> <p>1 project- 3 marks Additional 3 marks for each project up to maximum 30 marks (Maximum 30 marks)</p>
14.	5.4.1(4)	27	<p>The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India such as SWAN/ SDC/CSC etc.</p>	<p>Deleted</p>

15.	5.4.2	27	Quality of Proposed Team	<p>Revised Criteria</p> <p>Quality Certification of the resources under payroll of bidder</p> <table border="1" data-bbox="1144 316 1717 483"> <thead> <tr> <th data-bbox="1144 316 1451 381">Certification</th> <th data-bbox="1451 316 1717 381">Mark to be awarded for each resource</th> </tr> </thead> <tbody> <tr> <td data-bbox="1144 381 1451 418">PMP/Prince 2</td> <td data-bbox="1451 381 1717 418">2 marks</td> </tr> <tr> <td data-bbox="1144 418 1451 483">CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF</td> <td data-bbox="1451 418 1717 483">2 marks</td> </tr> </tbody> </table> <p>(The bidder to provide list of resources with certification. The copy of the certification shall be considered)</p> <p>One Certification per resource will be considered</p> <p>Total: 15 Marks</p>	Certification	Mark to be awarded for each resource	PMP/Prince 2	2 marks	CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF	2 marks
Certification	Mark to be awarded for each resource									
PMP/Prince 2	2 marks									
CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF	2 marks									
	5.4.3	27	<p>Proposal Presentation: The purpose of presentations would be to allow the bidders to present their technical proposal, approach & Methodology & quality of the professionals proposed to the committee and other key points in their proposals. (15 Marks)</p> <p>TPA Service provided for any solution with respect to different departments/ sectors/categories for empanelment of respective category (15 marks).</p>	<p>Proposal Presentation: The purpose of presentations would be to allow the bidders to present their technical proposal, approach & Methodology & quality of the professionals proposed to the committee and other key points in their proposals. (15 Marks)</p> <p>TPA Service provided for any solution with respect to different departments/ sectors/categories for empanelment of respective category (15 marks).</p> <p>The bidder must furnish documentation on the above as well as make a detailed presentation before evaluation committee of OCAC</p>						
	6.2	30		<p>PBG Format attached.</p>						
	6.11	34		<p>a. The Empanelled Agency shall indemnify the Purchaser from and against any costs, loss, direct damages, expense, claims arising or incurred during and after the Contract period out of:</p> <p>1.1.1. Any infringement of patent, trademark/copyright due to Empanelled Agency's breach arising third party claim from the use of the reports/deliverables provided by Empanelled Agency or any party thereof provided that this indemnity shall not apply to in the following cases:</p> <p>1.1.1.1. the modification of Empanelled Agency's</p>						

				<p>deliverables/reports provided hereunder by any person other than Empanelled Agency or its personnel</p> <p>1.1.1.2. Purchaser's failure to use any modification to Empanelled Agency's deliverables/reports made available by Empanelled Agency where use of such modification would have avoided the infringement.</p> <p>1.1.1.3. information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of the Purchaser or which Purchaser's requests or requires Empanelled Agency to use; or</p> <p>1.1.1.4. the use of Empanelled Agency's deliverables/reports in a manner not agreed to hereunder, provided that Purchaser shall give Empanelled Agency written notice of any such claim and sole control over the defence of any such clause.</p> <p>b. Purchaser shall indemnify and hold harmless the Empanelled Agency, its affiliates and member firms for all losses, claims, damages, expenses incurred in connection with any third-party claim or liabilities, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of the Empanelled Agency.</p>
9	48	<p>Penalty for delays & conditions- SL#1</p> <p>...</p> <p>Penalty level in case of Default</p> <p>25% cost of the respective consultant per breach (for Consultants, Senior Consultants) per month or on pro-rata basis for the period of absence...</p>	<p>Penalty for delays & conditions- SL#1</p> <p>...</p> <p>Penalty level in case of Default</p> <p>10% cost of the respective consultant per breach (for Consultants, Senior Consultants) per month or on pro-rata basis for the period of absence...</p>	
16.4	72	<p>CV Format (To be used for providing resumes for profile review as per Section 7.2 and for all projects in the future)</p>	<p>CV Format (To be used for providing resumes for profile review as per Section 10 and for all projects in the future)</p>	
16.10	76	<p>Please Note: The bidders can submit the financial bid for both Track A and B under any one the above.</p>	<p>Please Note: The bidders can submit the financial bid for both Track A and B or nay one of the both the track under any one the above.</p>	

The Proposals submitted up to 11/03/2025, 3 PM will be opened on 11/03/2025, 4 PM by Proposal Evaluation Committee.

Pre-Bid Response Document

Sl#	RFP Clause#	RFP Page#	Clause Details as per RFP	Query / Clarification / Suggestion	Response	Bidder Name
1	1(9)	8	Last date and time for receipt of proposals from Bidders 20/02/2025, 3 PM	Since we have to take multiple internal approvals like Legal, Financial etc., hence may we request OCAC to extend the bid submission date by two weeks.	As per Corrigendum	Ernst & Young LLP
2	1(9)	8		We request you to extend the bid end date by two weeks	As per Corrigendum	Protiviti India Member Private Limited
3	1(9)	8		Given the extensive documentation required for both Track A and Track B, including the submission of various documentary evidence, bidder credentials, and technical details, we request a minimum of three (3) weeks extension to prepare a comprehensive, compliant and bespoke proposal uniquely tailored to your requirements. Hence, we request the revised clause to read as - "Last date and time for receipt of proposals from Bidders: 06/03/2025, 3 PM"	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
4	1(9)	8		We request you to kindly extend the submission date at least by 15 days to ensure adequate time for addressing pre-bid clarifications and preparing a comprehensive proposal.	As per Corrigendum	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)
5	2	9	Bidders will be empanelled at State level for providing consultancy support for the indicative list of areas defined in Scope of Work in the RFP. The empanelment will be initially for a period till 05.04.2020, which can be extended/ renewed through mutual consent for a further period.	Please let us know the tenure of this assignment. We understand that there is a typo error where it says empanelment is till 2020	As per Corrigendum	Grant Thornton Bharat LLP
6	2	9		The Statement "The empanelment will be initially for a period till 05.04.2020....." seems to be a typographical error and may be suitably modified.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP

7	3	10	<p>The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the nature quantum and Scope of work for specific projects will evolve depending upon the requirements of State government departments and agencies. The allocations of the Departments will be either done by OCAC or may be left to the discretion of the Departments. The Departments will be allocated to the firms considering their experience in the particular domain.</p>	<p>We understand that the allocation of the Departments to the firms shall be made based on the categorisation of the departments, and not on individual departments. We request for your clarification in this regard.</p>	<p>The department will allocate work through an evaluation process, giving higher priority to prior experience.</p>	<p>Deloitte Touche Tohmatsu India LLP</p>
8	4.5.1(1)	14	<p>Pre-bid Conference: OCAC shall hold a pre-bid meeting with the prospective bidders on 06/02/2025 at 12 PM at Conference Hall of OCAC.</p>	<p>We request you please allow virtual participation in the pre-bid Conference on the said date & time.</p>	<p>NA</p>	<p>Deloitte Touche Tohmatsu India LLP</p>
9	4.6.1(1)	15	<p>Right to Terminate the Process: 1. OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone. 2. This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result OCAC selecting the bidder to engage towards execution of the contract.</p>	<p>We propose to add bidder's right to terminate the process and thus request the following to be added: "1(A) The Consultant may suspend or terminate the Contract, by not less than thirty (30) days' written notice of termination to the Client, in case: • The Client does not make the payment to the Consultant; or • The Client does not adhere to the arbitration judgment; or If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where the Client's ownership or constitution has changed), makes the Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the Consultant."</p>	<p>As per Corrigendum</p>	<p>Deloitte Touche Tohmatsu India LLP</p>

10	4.6.3(1)	16	Earnest Money Deposit (EMD): 1. Bidders shall submit, along with their Bids, EMD (₹5,00,000/- for Tier-I) may be furnished electronically through the Portal.	Request you to kindly let us know if we can submit EMD of INR 500000/ in the below account as well: Bank A/c No: 14931110000195 Payee Name: Odisha Computer Application Centre Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar Account Type: Savings IFSC: UBIN0814938	Yes. EMD can be deposited directly in OCAC's accounts	KPMG Advisory Services Private Limited
11	4.6.3(1)	16		Request you to clarify why Tier-1 is mentioned in the EMD. We believe that one EMD of ₹5,00,000/- to be submitted for the entire bid (Track A & Track B)	One EMD for both the tiers	KPMG Advisory Services Private Limited
12	4.6.3(1)	16		Since Section 16.11 mentions of Bank Guarantee for Earnest Money Deposit (EMD), we understand that EMD can also be submitted in Bank Guarantee mode. Request to clarify.	EMD can also be submitted in BG form.	Ernst & Young LLP
13	4.6.6.1(1,2)	17	General Instruction to Bidders: 1. The bidders should submit their responses as follows: a. Response to Pre-Qualification Criterion b. Technical Proposal c. Financial Proposal 2. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.	We understand that the following documents are required to be submitted against each Track: Track A documents: a. Response to Pre-Qualification Criterion – Track A b. Technical Proposal – Track A c. Financial Proposal – Track A Track B documents: a. Response to Pre-Qualification Criterion – Track B b. Technical Proposal – Track B c. Financial Proposal – Track B	Yes	Deloitte Touche Tohmatsu India LLP

14	4.6.6.1(5)	17	In case of any discrepancy observed by OCAC in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, OCAC may ask the bidder for resubmission of such documents.	We request you to please clarify about the timeline to be provided to bidders in case of such discrepancies and the mode of re-submission, if any. Considering online mode of bid submission and the requirement of scanning at 100 dpi may result in poor legibility, making documents difficult to read and verify. We thus request you to please allow a higher resolution for scanning of the bid documents and document size uploads be modified accordingly.	Yes. Higher resolution scanning is allowed.	Deloitte Touche Tohmatsu India LLP
15	4.6.6.5(3)	19	Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.	We request you to please clarify about the timeline to be provided to bidders in case of such discrepancies and the mode of re-submission, if any. Considering online mode of bid submission and the requirement of scanning at 100 dpi may result in poor legibility, making documents difficult to read and verify. We thus request you to please allow a higher resolution for scanning of the bid documents and document size uploads be modified accordingly.	Yes	Deloitte Touche Tohmatsu India LLP
16	4.8.1	21	Tender Opening: The Proposals submitted up to 20/02/2025, 3 PM will be opened on 20/02/2025, 4 PM by Proposal Evaluation Committee. The representatives of the bidders, who are to be present at the time of opening, shall submit their email request to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kumar.pritam@ocac.in) before 2 PM of 20/02/2025.	Requesting extension of the bid submission timeline at least 14 days from the last date of submission	As per Corrigendum	KPMG Advisory Services Private Limited

17	5	22	<p>Criteria for Evaluation: Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system.</p> <p>Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened.</p>	<p>Price Discovery Model for Large Consulting Firms</p> <p>The L1 Matching Model may lead to cost-driven selection rather than quality-based selection. Would request OCAC to consider adopting a Quality & Cost-Based Selection (QCBS) Model, where technical scores are given higher weightage (e.g., 70:30 or 80:20) over financial bids.</p> <p>If L1 Matching is retained, would request a plan to set a floor price to prevent underbidding and ensure sustainability.</p>	<p>No change. As per RFP</p>	<p>Ernst & Young LLP</p>
18	5	22	<p>In the financial bid, will L1 be determined based on the cost of individual resources or the total cost of all resources combined?</p>	<p>Yes</p>	<p>Protiviti India Member Private Limited</p>	
19	5.1(2)	24	<p>The Company should have provided Consulting services to at least (different) 5 (five) Government Department/ Agencies/PSUs (Central/ State) in India mentioned in the categorization list in the RFP.</p>	<p>1.Kindly clarify whether projects executed for different entities under the same department (e.g., different state divisions or directorates) will be considered as separate experiences.</p> <p>2.Moreover, please confirm whether consulting experience must be across different categories (e.g., Agriculture & Allied Sector, Infrastructure Sector, Social Service, etc.) or if experience within a single category but with multiple departments is acceptable.</p> <p>3.Kindly clarify whether experience in externally funded projects (e.g., World Bank, ADB, UN) executed in collaboration with government agencies will be considered.</p>	<p>A firm is allowed to showcase two separate projects within the same department. For example, if a firm has executed Project X related to HR in Department Y and another project related to Finance in the same department, they will be considered two distinct projects. However, if the same firm has executed Project X in Department Y in a different state, it will be</p>	<p>Deloitte Touche Tohmatsu India LLP</p>

					counted as a single project.	
20	5.1(3)	24	The bidder should have executed/executing at least 2 (two) numbers of large-scale e-Governance/Government transformation project as Consultant (not as implementing agency) in India with order value more than ₹1 cr each from Consultancy in last 10 years or 4(Four) number of e-Governance/Government transformation project as Consultant in India with order value more than ₹50 lakhs each from Consultancy in last 10 years	As a registered MSME, we formally submitted requests to relax these experience criteria, referencing the Government of Odisha's Finance Department Notification No. 27928, dated 16/10/2020, which provides for the relaxation of prior turnover and prior experience criteria for local MSEs/Startups. Kindly allow participate with the relaxation.	As per RFP	Oasys Tech Solutions Pvt. Ltd.
21	5.1(4)	24	Turnover: The bidder's or its global entity's average revenue (From Consultancy services only) should be more than ₹ 150 crore in last 3 years - ending at March 31, 2024	Turnover: Our Global / Parent Entity doesn't follow Indian Financial year for accounting purpose i.e. 1st April to 31st March. They follow 1st July to 30th June. While we are in a position to submit financial data for the year 2021-22, 2022-23 but given the audit is still underway for 2023-24 we can only submit provisional statement for the same year. However, we declare that once the audit is completed, we shall submit the financial data for 2023-24 for your kind perusal and record. We request you to kindly consider the above.	As per Corrigendum	M/s. Palladium Consulting India Pvt. Ltd
22	5.1(4)	24		As the empanelment would be executed in India, turnover from the Indian entity should have been relevant. Hence request you to kindly modify the clause as: "The bidder's average revenue/Turnover (From Consultancy services only) should be more than ₹ 150 crore in last 3 years - ending on March 31, 2024"	As per Corrigendum	KPMG Advisory Services Private Limited

23	5.1(4)	24		As a registered MSME, we formally submitted requests to relax these experience criteria, referencing the Government of Odisha's Finance Department Notification No. 27928, dated 16/10/2020, which provides for the relaxation of prior turnover and prior experience criteria for local MSEs/Startups. Kindly allow participate with the relaxation.	As per Corrigendum	Oasys Tech Solutions Pvt. Ltd.
24	5.1(4)	24		Request OCAC to consider raising the financial turnover threshold from ₹150 Cr to ₹300 Cr+ for firms categorized under Tier-1 consulting looking at the complexity of works.	As per Corrigendum	Ernst & Young LLP
25	5.1(4)	24		We request the Turnover criterion for Average Revenue to be limited to India entity or operations from India for the Bidder instead of the Global Entity and the amount be increased to Rs. 500 crores from the existing Rs. 150 crores.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
26	5.1(4)	24		To allow more participation and competition we request the authority to modify the clause as below "The bidder should have an annual turnover of at least 40 Crores (for MSME :35 Crores), in last 3 years - ending on March 31, 2024"	As per Corrigendum	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)
27	5.1(6)	24	Resources: The bidder or its Global entity should have at least 250 full time employees in IT/Consultancy services and more than 500 permanent employees in the firm as on 31st March 2024	As the empanelment would be executed in India, turnover from the Indian entity should have been relevant. Hence request you to kindly modify the clause as: "The bidder should have at least 250 full time employees in IT/Consultancy services and more than 500 permanent employees in the firm as on 31st March 2024"	As per RFP	KPMG Advisory Services Private Limited
28	5.1(6)	24		Request OCAC to increase the minimum full-time employee requirement from 250 to 500 for Tier-1 consulting firms, to ensure the availability of skilled resource pool for complex engagements.	As per RFP	Ernst & Young LLP
29	5.1(6)	24		To allow more participation and competition we request the authority to modify the clause as below "The bidder or its Global entity should have at least 50 full time employees in IT/Consultancy services and more than 100 permanent employees in the firm as on 31st March 2024"	As per RFP	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)

30	5.1(7)	24	Technical Resources: The bidder or its Global entity must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 25 such professional	Technical Resources: The bidder or its Global entity must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 25 such professional. Changes Suggested: Certificate from the HR on the company letterhead on the number of technical employees having valid certifications as described in clause	As per Corrigendum	M/s. Palladium Consulting India Pvt. Ltd
31	5.1(7)	24		Request you to kindly relax the criteria – “The bidder or its Global entity must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 15 such professional”	As per Corrigendum	BDO India LLP
32	5.1(7)	24		As the empanelment would be executed in India, turnover from the Indian entity should have been relevant. Hence request you to kindly modify the clause as: “The bidder must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 25 such professional”	As per Corrigendum	KPMG Advisory Services Private Limited
33	5.1(7)	24		Kindly reduce the resources from 25 to 10 nos.	As per Corrigendum	Oasys Tech Solutions Pvt. Ltd.
34	5.1(7)	24		To allow more participation and competition we request the authority to modify the clause as below "The bidder or its Global entity must have a team of professionals having valid certifications like PMP/Prince-2 and must have on its payroll at least 4 such professional"	As per Corrigendum	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)
35	5.1(9)	24	Quality Certification: The bidder or its Global entity should have minimum CMMI 3 and ISO 27001:2013. All the certificates should be valid at the time of bid submission.	Quality Certification: The bidder or its Global entity should have minimum CMMI 5 and ISO 27001:2013 or latest as ISO 27001:2022 is the updated version of ISO 27001:2013.	As per Corrigendum	M/s. Palladium Consulting India Pvt. Ltd
36	5.1(9)	24		Since the empanelment is exclusive to Tier-I firms, we request that you consider the capability maturity level for companies with CMMi Level 5 certification.	As per Corrigendum	Ernst & Young LLP

37	5.1(9)	24		To allow more participation and competition we request the authority to modify the clause as below "The bidder or its Global entity should have minimum CMMI 3 /any ISO Certificate. The certificate should be valid of the time of bid submission."	As per Corrigendum	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)
38	5.2(2)	25	Project Execution Experience: The Company should have provided TPA services for at least 2 projects in Government Department/ PSU with minimum audit fees of ₹50 lakhs for each project in last 10 years. Or TPA services for at least 4 projects in Government Department/ PSU with minimum audit fees of ₹25 lakhs for each project in last 10 years.	Looking to the importance of various TPA services to be provided under this empanelment and its large coverage, it is essential to onboard reputed company who has extensive experience in this TPA domain. Hence, may we request to modify the clause as under: "Project Execution Experience- The Company should have provided TPA services for at least 3 projects in Government Department/ PSU with minimum audit fees of ₹1 Crore for each project in last 10 years. Or TPA services for at least 5 projects in Government Department/ PSU with minimum audit fees of ₹75 lakhs for each project in last 10 years.	As per RFP	Deloitte Touche Tohmatsu India LLP

39	5.2(2)	25		<p>Request to modify the clause as below: The Company should have provided TPA services for at least 2 projects in Government Department/ PSU with minimum audit fees of ₹50 lakhs for each project in last 10 years. Or TPA services for at least 4 projects in Government Department/ PSU/ BFSI with minimum audit fees of ₹25 lakhs for each project in last 10 years. Justification: Protiviti India Member Private Limited is the India Member Firm of the Protiviti Network with 3500+ professionals and 10 offices in various cities across the country. We are the largest Internal Advisory and Technology Audit Company in the world with our business solely focused on Technology Enabled Solutions which includes Information Management and Analytics, Digital Transformation, Business Intelligence with a revenue of more than 500 Cr. Our Clients include 40% of the BSE Sensex and over 50% of the Nifty 50 companies in different industry segments such as Infrastructure, Oil & Gas, Power Sector, Auto, Banking, Insurance, Investment Companies, Telco, Manufacturing, Logistics, Healthcare, Pharma, Hospitality, Real Estate and Construction. Also, other state governments such as Rajasthan, Gujarat, Maharashtra, etc. requiring similar services have started expanding the horizon to qualify other bidders to participate in the bid and provide an opportunity to perform Hence, it is requested to consider the experience in these sectors as well</p>	As per RFP	Protiviti India Member Private Limited
40	5.2(3)	25	<p>Turnover: The bidder's or its global entity's average revenue (From Consultancy services only) should be more than ₹ 150 crore in last 3 years - ending at March 31, 2024</p>	<p>As the empanelment would be executed in India, turnover from the Indian entity should have been relevant. Hence request you to kindly modify the clause as: "The bidder's average revenue/Turnover (From Consultancy services only) should be more than ₹150 crore in last 3 years - ending on March 31, 2024"</p>	As per RFP	KPMG Advisory Services Private Limited

41	5.2(5)	25	Technical Resources: The bidder must have a minimum of 3 (three) professionals on their payroll holding certifications in each of the following areas: CISA, CISSP, ITIL, CISM, ISO 27001 or BS7799, CEH, and ISO 20000.	We request to consider following change in the clause: "The bidder must have a minimum of 3 (three) professionals on their payroll holding certifications in each of the following areas: CISA or CISSP or CISM, ISO 27001 or BS7799, CEH, ITIL or ISO 20000	As per Corrigendum	Grant Thornton Bharat LLP
42	5.2(5)	25	Quality Certification: The Firm should have ISO 9001:2008, CMMi 3, ISO 27001. All the certificates should be valid at least the time of bid submission.	As this pre-qualification clause (5.2.5) is not in line with the technical criteria clause (5.4.3), requesting to modify the clause as "Bidder must have minimum of 30 certified professionals having certifications in CISA/ CISSP/ITIL/CEH/ CISM/ ISO 27001 or BS7799/ ISO 20000/Six Sigma".	As per Corrigendum	KPMG Advisory Services Private Limited
43	5.2(5)	25		EYLLP is a Limited Liability Partnership Firm registered under the Limited Liability partnership Act 2008. In accordance with the provisions of this Act, there is no requirement for LLP's to appoint company secretary. hence may we request you to allow Partner to sign on any declaration/certificate.	As per Corrigendum	Ernst & Young LLP
44	5.2(7)	25		Since ISO 9001:2008 is older version also ISO 27001 has the latest version as ISO 27001:2022, may we request OCAC to update the clause as below: The Firm should have ISO 9001:2015, CMMi 3 and above, ISO 27001:2022.	As per Corrigendum	Ernst & Young LLP
45	5.2(7)	25		May we request to modify the clause: The Firm should have ISO 9001:2015, CMMi 5 & ISO 27001. All the certificates should be valid at least the time of bid submission.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
46	5.2(7)	25		Request to modify the clause as below: The Firm should have ISO 9001:2008/ CMMi 3/ ISO 27001 All the certificates should be valid at least the time of bid submission. Justification: ISO 9001 provides quality certification, while the activity/ tasks to be performed by empanelled vendors are more related to understanding of policy, procedure, operation, application, etc. the relevant certificate for these are CMMi and ISO 27001. the ask of ISO 9001 shall not be applicable for these services	As per Corrigendum	Protiviti India Member Private Limited

47	5.2	25	Please Note: Bidder applying for both the tracks will have to provide details separately for both Track A and B for pre-qualification evaluation criteria for qualifying.	We understand that the evaluation of pre-qualification criteria for Track A and Track B will be conducted independently. We request you to please clarify that - disqualification of a bidder in one track (say Track B) shall not hamper the eligibility for consideration in the other track (say Track A), provided the bidder meets the criteria for the other track (say Track A).	Yes. Both tracks are independent to each other. However, bidder may submit one EMD for both the tracks	Deloitte Touche Tohmatsu India LLP
48	5.3.1(1)	25	The bidder or it's global entity's average revenue (From Consultancy services only)	As the empanelment would be executed in India, turnover from the Indian entity should have been relevant. Hence request you to kindly modify the clause as: "The bidder's average revenue/Turnover (From Consultancy services only)" 150 crores- 2 marks Additional 1 mark for each ₹ 25 crores up to maximum 10 marks	As per Corrigendum	KPMG Advisory Services Private Limited
49	5.3.1(1)	25		Request to mention the Financial Years for which average revenue (From Consultancy services) is required. As pre-qualification mentions of last 3 years - ending at March 31, 2024, we understand same is applicable here.	As per Corrigendum	Ernst & Young LLP
50	5.3.1(1)	25		Kindly provide the details of the range of financial years to be considered for calculating the average revenue under this clause.	As per Corrigendum	Protiviti India Member Private Limited
51	5.3.1(1)	25		For turnover proof in India, we can provide a CA certificate. What documentation would be acceptable as proof for global turnover?	Yes. CA Certificate is required	Protiviti India Member Private Limited
52	5.3.1(2)	26	Experience of large-scale e-Governance Consultancy assignments in India involving any of the consulting activities like DPR, RFP, BPR, bid process management and project management	Changes Suggested: Experience of large-scale e-Governance / Government Transformation Consultancy assignments in India involving any of the consulting activities like DPR, RFP, BPR, bid process management and project management. Each project should be of value more than ₹1 Crore.	As per RFP	M/s. Palladium Consulting India Pvt. Ltd
53	5.3.1(2)	26	Each project should be of value more than ₹1 Crore	We understand that experience of e-governance project in both India and abroad will be considered for this engagement. Kindly confirm.	As per RFP	Protiviti India Member Private Limited

54	5.3.1(3)	26	No. of consulting project or implementation projects (in core areas/subject of departments) undertaken for the identified Departments under each category (as per clause 2.2) Order value should be more than ₹1 Crore	There is no section as 2.2 mentioned in the RFP. Please confirm if this clause is referring to "Categorization of Departments" under section 3, page no. 11 and 12.	As per Corrigendum	Grant Thornton Bharat LLP
55	5.3.1(3)	26	Each category- 6 Marks (5 Categories 30 marks)	The clause 2.2 referred in the said section was not available in the RFP. Request you to kindly clarify the clause in detail.	As per Corrigendum	KPMG Advisory Services Private Limited
56	5.3.1(3)	26	One project carry – 2 marks, total 15 projects to be cited	Since there is no Clause 2.2 in the RFP, request to clarify.	As per Corrigendum	Ernst & Young LLP
57	5.3.1(3)	26	Note: Bidder has to clearly indicate the projects with mapping to the categories of the departments mentioned in the RFP in the technical bid document for awarding the marks.	We understand that experience of e-governance project in both India and abroad will be considered for this engagement. Kindly confirm.	As per Corrigendum	Protiviti India Member Private Limited
58	5.3.1(3)	26		We understand that in case bidder has certain project which covers two categories of departments, then that project shall be considered for both the categories separately. Kindly confirm.	As per Corrigendum	Protiviti India Member Private Limited
59	5.3.1(4)	26	Local Experience: Experience of handling project management/ consulting assignments/Project implementation in core area (not any application like web portal etc.) in Odisha (in any Govt. sector) (Total 10 marks)	In ancient India, Odisha, West Bengal, and Bihar were considered a single region. Therefore, request you to kindly consider experience in neighbouring states such as West Bengal, Jharkhand, and Bihar should also be regarded as local experience.	No change. As per RFP	Protiviti India Member Private Limited
60	5.3.1(4)	26		To allow more participation and competition we request the authority to modify the clause as below "Experience of handling project management/consulting assignments/Project implementation in core area (not any application like web portal etc.) in any State (in any Govt. sector)"	No change. As per RFP	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)
61	5.3.2	26	The bidder should furnish the information as "Form-4:CV Format, "Form 5: Summary of CVs" at 14.5, "Form 6: A Technical Evaluation Sheet at 14.6", "Form 8: Past Experience (Projects executed by bidder)" at 14.8 and Form-9 Project Experience at 14.9.	No marking criteria has been mentioned for the CVs for 'Project Management Services-Track A' whereas RFP is asking to furnish the information of resources in the format. Request to kindly clarify. Also, since the TPA evaluation says, "Two profiles for each level to be proposed", request to clarify if two or single profile is to be proposed for each level for PM track evaluation.	As per Corrigendum	Ernst & Young LLP
62	5.3.2	26		We understand the relevant sections are 16.5, 16.6, 16.8 and 16.9 respectively. Request to confirm.	As per Corrigendum	Ernst & Young LLP

63	5.4.1(1)	26	The bidder's or its global entity's average revenue (From Consultancy services only) (Total 10 marks)	As the empanelment would be executed in India, turnover from the Indian entity should have been relevant and requesting to modify the average turnover value to 150 Cr. as per the Pre-qualification criteria and the scoring criteria will be. 150 crores- 4 marks Additional 1 mark for each ₹ 25 crores up to maximum 10 marks	As per Corrigendum	KPMG Advisory Services Private Limited
64	5.4.1(1)	26		As the empanelment would be executed in India, turnover from the Indian entity should have been relevant. Hence request you to kindly modify the clause as: "The bidder's average revenue/Turnover (From Consultancy services only)"	As per Corrigendum	KPMG Advisory Services Private Limited
65	5.4.1(1)	26		Since this is written as "Average revenue", may we request OCAC to clarify the Financial Years for revenue calculation	As per Corrigendum	Ernst & Young LLP
66	5.4.1(1)	26		In the pre-qualification criteria, the turnover has been asked as: "The bidder's or it's global entity's average revenue (From Consultancy services only) should be more than ₹ 150 crore in last 3 years - ending at March 31, 2024". Hence, we may request to update the marks as: 150 crores- 4 marks. Additional 2 marks for each Rs. 25 crores up to maximum 10 marks.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
67	5.3.1 , 5.3.2	26	Experience of Organization: 1.The bidder or it's global entity's average revenue (From Consultancy services only) 2.Experience of large-scale e-Governance Consultancy assignments in India involving any of the consulting activities like DPR, RFP, BPR, bid process management and project management Each project should be of value more than ₹1 Crore 3.No. of consulting project or implementation projects (in core areas/subject of departments)	1.We understand that under Technical Evaluation Criteria for Project Management Services – Track A, the bidders have to score minimum 70% out of 100 marks to enable eligibility for opening of financial proposal and that no marks have been allotted for Evaluation of Technical Presentation under Track A (unlike Track B wherein 30 marks have been kept for evaluation of Technical Presentation). We request your kind clarification in this regard. 2.We request you to please confirm, if Assignments undertaken at India with any Private/Govt./PSU agency shall be considered as part of Sl. No. 3 3.We request you to please confirm, assignments of any Project Value undertaken at Odisha shall be considered during Evaluation. 4.Further, the marks mentioned in the following paragraph does not add up to 5 marks. "Suggestions/ideas on Project Management methodology to be followed in e-Gov project-2 Marks, strategy to be followed for	As per Corrigendum	Deloitte Touche Tohmatsu India LLP

			<p>undertaken for the identified Departments under each category (as per clause 2.2) Order value should be more than ₹1 Crore</p> <p>Each category- 6 Marks (5 Categories 30 marks)</p> <p>One project carry – 2 marks, total 15 projects to be cited</p> <p>Note: Bidder has to clearly indicate the projects with mapping to the categories of the departments mentioned in the RFP in the technical bid document for awarding the marks.</p> <p>4. Local Experience: Experience of handling project management/ consulting assignments/Project implementation in core area (not any application like web portal etc.) in Odisha (in any Govt. sector) (Total 10 marks)</p> <p>Approach & Methodology: Approach & Methodology (Total 35 marks)</p>	<p>successful implementation of project-2 marks, Concept to popularize the Govt. services among citizens - 3 Marks, Approach for handling different stakeholders like SI, software developer, employees, citizen etc. during project implementation (5 marks)”</p> <p>We request you to suitably modify the said clause.</p>		
68	5.4.1(2)	27	<p>Audit experience in terms of no. of completed/ongoing assignments in last 10 years</p> <p>1 project- 3 marks</p> <p>Additional 3 marks for each project up to maximum 15 marks (Maximum 15 marks)</p>	<p>To ensure quality participation request you to kindly modify the clause as:</p> <p>“Audit experience in terms of no. of completed assignments in last 10 years”</p>	As per Corrigendum	KPMG Advisory Services Private Limited
69	5.4.1(2)	27		<p>To ensure quality participation request you to kindly modify the clause as:</p> <p>“Minimum order value of each assignment should be ₹50 lakhs”</p>	As per Corrigendum	KPMG Advisory Services Private Limited
70	5.4.1(2)	27		<p>Under PQ, the minimum 04 Projects having ₹25 lac order value have already been asked to qualify in this Bid. So, by default all qualified agencies would score 12 marks. It is essential to set higher TQ criteria which allow reputed & experienced company to qualify</p>	As per Corrigendum	Deloitte Touche Tohmatsu India LLP

				for financial bid. Further, looking to the importance of various TPA services to be provided under this empanelment and its large coverage, it is essential to onboard reputed company who has extensive experience in this TPA domain. Hence, may we request to modify the Minimum order criteria und this clause: "Minimum order value of each assignment should be ₹1 Crore." This helps OCAC to shortlist reputed companies having vast experience in providing TPA service to large scale projects.		
71	5.4.1(3)	27	Total no. of certified professionals having certifications in CISA/ CISSP/ITIL/CEH/ CISM/ ISO 27001 or BS7799/ ISO 20000/Six Sigma (Maximum 15 marks)	It is understood that bidder to provide "Compliance Certificate from HR Head/Company secretary" for said criteria as supporting documents for evaluation process. Please confirm if our understating is correct.	Yes	Deloitte Touche Tohmatsu India LLP
72	5.4.1(4)	27	The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India such as SWAN/ SDC/CSC etc. 3 marks for each project up to maximum 15 marks	We are a leading TPA consultant, however our expertise lies in data centres and other IT infrastructure along with SWAN and SDC. Request you to kindly modify the criteria – "The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India such as SWAN/ SDC/CSC etc. 5 marks for each project up to maximum 15 marks"	As per Corrigendum	BDO India LLP
73	5.4.1(4)	27		To ensure quality participation request you to kindly modify the clause as: "Minimum Order value should be more than ₹50 lakhs"	As per Corrigendum	KPMG Advisory Services Private Limited
74	5.4.1(4)	27		We understand that OCAC wants to empanel the firm having strong financial and technical health, hence may we request you to please update the clause as below: Minimum Order value should be more than ₹1 Cr	As per Corrigendum	Ernst & Young LLP
75	5.4.1(4)	27		In the Technical Evaluation Criteria, Clause 5.4.1, the criteria specified in points 2 and 4 appear to be quite similar. We kindly request you to elaborate or clarify the requirement for a better understanding.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP

76	5.4.1(4)	27		<p>Request to modify the clause as below: The bidder should have executed/executing large scale TPA in Govt. sector/PSUs/ BFSI in India such as SWAN/ SDC/CSC etc. 3 marks for each project up to maximum 15 marks Justification: Protiviti India Member Private Limited is the India Member Firm of the Protiviti Network with 3500+ professionals and 10 offices in various cities across the country. We are the largest Internal Advisory and Technology Audit Company in the world with our business solely focused on Technology Enabled Solutions which includes Information Management and Analytics, Digital Transformation, Business Intelligence with a revenue of more than 500 Cr. Our Clients include 40% of the BSE Sensex and over 50% of the Nifty 50 companies in different industry segments such as Infrastructure, Oil & Gas, Power Sector, Auto, Banking, Insurance, Investment Companies, Telco, Manufacturing, Logistics, Healthcare, Pharma, Hospitality, Real Estate and Construction. Also, other state governments such as Rajasthan, Gujarat, Maharashtra, etc. requiring similar services have started expanding the horizon to qualify other bidders to participate in the bid and provide an opportunity to perform Hence, it is requested to consider the experience in these sectors as well</p>	As per Corrigendum	Protiviti India Member Private Limited
77	5.4.2	27	<p>Quality of TPA team: Quality of proposed team to be deployed for Govt. of Odisha (Total 15 marks) The resources proposed should have a minimum of 3 (three) professionals on their payroll holding certifications in each of the following certification's CISA/ CISSP/ITIL/ CISM/ ISO 27001/BS7799/ ISO 20000/Six Sigma (Total 15 marks)</p>	<p>The profiles asked to be provided as per this section are of Consulting domain and not TPA. Request you to kindly modify this clause to enable us to provide 5 CVs of auditor each of which would carry 3 marks.</p>	As per Corrigendum	KPMG Advisory Services Private Limited

78	5.4.2	27		The certifications mentioned is specifically to Technology/cyber profile only. May we request OCAC to clarify certification criteria for below profile as well. 1. Sr. Consultant (Business Process Re-engineering) - 3 Marks 2. Consultant (Procurement and Contract Management) -2 Marks	As per Corrigendum	Ernst & Young LLP
79	5.4.2	27		We seek clarification on the following points: 1. It appears to be a discrepancy between the criteria defined and the requirements mentioned in the "Marks Allocated" column. Kindly clarify. 2. The requirement stated in the "Criteria" column seems to be a repetition of the requirement already covered in Section 5.4 – Technical Evaluation Criteria for TPA Services (Track B, Page 27), specifically under Point 5.4.1 (Experience of Organization, Point No. 3). Please confirm if any modifications are necessary. 3. Further, there is mismatch in Marking system mentioned in "Marks Allocated" column, i.e., if a bidder submits two profiles for each category, the maximum marks awarded are 24. However, if only one profile per category is provided, the maximum marks are limited to 12. Kindly clarify the methodology for mark distribution. 4. Given the scope of a TPA's role, services such as Business Process Re-engineering and Procurement & Contract Management are not typically included. Please confirm whether these services are expected under the TPA scope or if there is an alternative interpretation.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
80	5.4.3	27	Proposal Presentation (Total 30 marks)	There is no mention of any technical presentation for the evaluation of PM track proposal. Request to kindly clarify if presentation is required and if so, weightage of same in the evaluation.	As per Corrigendum	Ernst & Young LLP
81	5.4.3(5)	28	The responding Company shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the responding Company or any prospective consortium member due to prior, current, or proposed contracts, engagements, or affiliations with State Govt. Additionally, such disclosure shall address any and all potential elements (time frame	The language in this clause is broad and open to interpretation. We request you to please clarify the following: 1.What specific types of engagements would be considered as conflict of interest. 2.We request a standardized format/template for conflict-of-interest disclosure to ensure uniformity in submissions especially since any sort of consortium is not valid for this particular bid.	As per RFP	Deloitte Touche Tohmatsu India LLP

			for service delivery, resource, financial or other) that would adversely impact the ability of the responding Company to complete the requirements as given in the RFP.			
82	5.5(d)	28	<p>d. If the cost quoted by the L1 bidder is significantly higher than the cost derived in previous empanelment or prevailing market rates, the authority reserves the right to:</p> <ol style="list-style-type: none"> 1. Study the prices discovered through recent RFPs floated by OCAC or any other government department for similar services, such as the deployment of consultants. 2. Finalize the rate based on the comparative analysis of such prices and their alignment with the current market standards. 3. Initiate negotiations with the bidders to arrive at a reasonable and mutually acceptable rate that does not compromise the scope, quality, or deliverables of the project. <p>In the event that negotiations or price studies do not yield a satisfactory outcome, the authority reserves the right to:</p> <ul style="list-style-type: none"> • Reject the L1 bid. • Cancel the tender or adopt any other appropriate measures in the best interest of the project and the public. 	1. Since the last empanelment was conducted in 2020, market conditions, inflation, and revised salary structures have significantly changed. We request the authority to consider an appropriate inflation adjustment while comparing with past empanelment rates	As per RFP	Deloitte Touche Tohmatsu India LLP

83	6.2	30	<p>Performance Guarantee: After allotment of work by user departments, the bidder shall furnish a Performance Bank Guarantee (PBG) for 10% (ten percent) of the contract price within 15 days of issue of Work Order/Lol. The PBG must be from the nationalized bank in India. This Performance Bank Guarantee (PBG) shall remain valid for 60 days beyond the entire contractual obligation. Failure of submission PBG within the specified time period may lead to cancel the Work Order.</p>	<p>We request you to provide the format for the submission of Performance Bank Guarantee. Given the high financial implication, can the PBG be reduced to 5% of the Contract Price.</p>	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
84	6.7(1)	32	<p>Termination of Contract: 1. The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.</p>	<p>We propose to add bidder's right to terminate the contract and thus request the following to be added: "1(A) Bidder may also terminate this Contract without cause by giving the Purchaser a prior written notice of at least 1 (one) month. If Purchaser is in breach of this Contract and do not remedy the breach within 1 (one) month of receiving the written notice by bidder specifying the breach, then Bidder may terminate this Contract by giving Purchaser a written notice of 7 days. 1(B) In addition, bidder may terminate this Contract by a written notice to Purchaser if bidder determines that a law, regulation or anything having a similar import, or a circumstance (including cases where Purchaser's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to it."</p>	As per RFP	Deloitte Touche Tohmatsu India LLP

85	6.7(3(c))	33	<p>In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.</p>	<p>We would request the following to be deleted, since any such disputed payments would need to be separately dealt and difficult to be explicitly agreed to: "Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency."</p>	As per RFP	<p>Deloitte Touche Tohmatsu India LLP</p>
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86	6.8	33	<p>Use of Contract Documents and Information:</p> <p>1. The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.</p> <p>2. The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract</p>	<p>Given that during the engagement with specific departments, there may be a need to share work-related documents with various sections of the department, as well as with external consultants engaged under the direction of the respective department head, we request clarification:</p> <p>1. Will the Purchaser's prior written consent be required for sharing documents with internal departmental stakeholders or external consultants involved in the project?</p> <p>2. Can the process for seeking consent be simplified to avoid delays, and is there a predefined format or procedure for requesting this consent?</p> <p>3. Are there any limitations on the type of documents (e.g., reports, methodologies, frameworks) that can be shared internally within the department or with external consultants under this clause?</p>	As per RFP	Deloitte Touche Tohmatsu India LLP
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87	6.11(1(a),b))	34	<p>a. Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;</p> <p>b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party</p>	<p>We request you to delete the below mentioned clauses, since they are broad which amounts to general indemnity. "1(a) Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or; 1(b) Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party"</p>	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
88	6.11	34	<p>Indemnity:</p> <p>1. The Selected Agency shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>a. Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;</p> <p>b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party</p> <p>c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof</p> <p>2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect</p>	<p>We may request to modify the clause as: 1. The selected agency shall indemnify the Purchaser from and against any cost loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of: a. Any negligence or wrongful act or omission by the selected agency associated with selected agency in connection with or incidental to thus contract or: b. Any breach of any on the items of this contract by the selected agency, the selected agency team or any third party. c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof 2. The selected agency shall also indemnify the purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any IPR & licenses.</p>	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
89	6.11	34	<p>c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof</p> <p>2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect</p>	<p>Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.</p>	As per Corrigendum	Protiviti India Member Private Limited

		<p>to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.</p> <p>3. The Bidder shall specify the Branch/ Location from which they will raise the bill and in whose favour payment will be released.</p>			
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90	6.11(1(c))	35	Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof	<p>We request you to add the following in addition to the mentioned clause: “The above indemnity shall be provided only subject to scenarios where Client: (i) promptly notifies bidder of such IP claim; (ii) allows bidder to control the defence and settlement of such IP claim; (iii) does not prejudice bidder’s defence in such IP claim; and (iv) does not, except with the prior written consent of bidder, settle any such IP claim. Notwithstanding the foregoing, bidder’s obligations in this section above will not apply to the extent that such IP claim arises from, or could have been avoided except for: (i) modification of the Deliverable other than by bidder or its subcontractors; (ii) use of the Deliverable in breach of the Contract or in a manner not contemplated by the statement of work; (iii) failure of the Purchaser to use any corrections or modifications to the Deliverable or its usage that were made available by bidder; (iv) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the Purchaser; (v) use of the Deliverable in combination with any data, product, service, software, platform, network or other technology not provided by bidder; or (vi) any data, product, service, software, platform, network or other technology obtained by bidder from a third party provider and included in the Deliverable</p>	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
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91	6.12	35	<p>Limitation of Liability towards the Purchaser:</p> <p>1. Except in cases of gross negligence or wilful misconduct: -</p> <p>a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,; and</p> <p>b. Maximum liability of Selected Agency for any assignment will be limited to total value of the contract excluding taxes and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.</p> <p>c. Selected Agency shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by</p>	<p>We may request to modify the clause as: The aggregate liability of the Selected Agency to the Purchaser in contract or tort or under statute or otherwise, for any loss or damage suffered by the Purchaser arising from or in connection with the Services, however the loss or damage is caused, including Selected Agency's negligence but not fraud or other deliberate breach of duty, shall be limited to the amount of fee paid to the Selected Agency for the Services. Under no circumstances shall Selected Agency be liable to the Purchaser for any indirect, special, incidental, punitive, exemplary or consequential damages, whether foreseeable or not nor shall the Selected Agency be liable to the Purchaser loss of profits, loss of business, loss of revenue, loss of goodwill, loss of data etc. which may arise under or pursuant to this contract. Notwithstanding anything under this agreement, the Selected Agency's total liability to the Purchaser for all claims, in the aggregate, under or in connection with this tender will be limited to an amount equal to the fees paid under this tender for the preceding twelve (12) month period from the date of such claim. The Selected Agency shall in no case be responsible towards the Purchaser for damage to or loss of data during implementation and/or usage of the services. The Selected Agency will not be liable for losses arising due to any incorrect, incomplete or misleading information or documentation provided by the Purchaser or any other person or entity on behalf of the Purchaser.</p>	As per RFP	Deloitte Touche Tohmatsu India LLP
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92	6.12	35	<p>purchaser or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser, Selected Agency shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser. Selected Agency shall be entitled to invoice Purchaser for Selected Agency incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Purchaser. notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.</p> <p>e. This limitation of liability slated in</p>	<p>Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services</p>	As per RFP	Protiviti India Member Private Limited
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			<p>this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.</p>			
93	6.12(1(e))	36	<p>This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.</p>	<ol style="list-style-type: none"> 1. Kindly clarify the scope of "direct damage" as referred to in this clause. Does it include only physical damage, or would financial loss caused to a third party also fall under this definition? 2. Can the Purchaser provide further clarity on the types of incidents that would trigger such liability, specifically with regard to third-party property damage or bodily injury? 3. In the case of bodily injury or death, what would be the process for determining liability, and how would the liability be quantified? 4. Will the Selected Agency be required to provide insurance coverage to address these liabilities, and if so, what are the minimum coverage requirements? 5. Could the Selected Agency request a limitation of liability in the contract for certain types of damage or loss caused, particularly with regard to indirect or consequential damage? 	As per RFP	Deloitte Touche Tohmatsu India LLP

94	6.18	37	<p>Confidentiality:</p> <ol style="list-style-type: none"> 1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. 2. The Bidder shall not without the Purchaser prior written consent, make use of any document or information. 3. Any document other than the contract itself shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the contract if so required by the Purchaser. 4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency. 	<p>We request for addition of the following clause "The Bidder may retain such portion of the Confidential Information including its working papers that is required for compliance with its statutory, regulatory or professional conduct obligations"</p>	As per RFP	Grant Thornton Bharat LLP
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95	6.18(1)	37	Confidentiality: 1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.	We request you to please consider suitable modification to the said clause to make it a Mutual Clause.	As per RFP	Deloitte Touche Tohmatsu India LLP
96	6.18(4)	38	4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency.	We request you to please add a point no. 5 below - since this clause entails perpetual survival of CI, the obligations of the confidentiality shall survive termination/ expiration of this Contract for a period of one (01) year thereafter.	As per RFP	Deloitte Touche Tohmatsu India LLP
97	6.19(3)	38	The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.	We would request you to kindly consider the Selected Bidder's discretion during decision for renewal of the term.	As per RFP	Deloitte Touche Tohmatsu India LLP

98	7	39	Scope of work: Govt. of Odisha has mandated all the Departments to utilize 1% of their overall budget for IT initiatives as a priority area so as to provide services in electronic mode. In view of the above mandate, the Departments will initiate and implement various e-Governance initiatives considering the requirements.	We understand that scope of work is divided into two major parts i.e. Track A and Track B, of which bidder can participate in either or both the track. Kindly confirm	As per RFP	Protiviti India Member Private Limited
99	7.2.1(6)	43	Review of achievement/milestone/deliverables and suggest for payment, if any.	We understand that the role of the TPA will be limited to computing penalties based on the SLAs defined in relevant contract. As payment suggestion /calculation is not function of Auditor and is outside the scope of the TPA, we request confirmation of our understanding and modification of the clause accordingly.	No, it depends on scope of work	Deloitte Touche Tohmatsu India LLP
100	7.2.2.1(2)	44	Functionality audit vis-a-vis the FRS agreed upon during development phase	Is there a baseline Functional Requirement Specification (FRS) document that will be made available for comparison during the audit? Please clarify	To be provided by user department during audit	Ernst & Young LLP
101	7.2.2.1(3)	44	Verify compliance with pre-defined terms and conditions in the RFP pertaining to software development (SI's adherence to the CMM standard during development, implementation and maintenance of software) & hardware deployment at Site and Data Centre	As per our understanding, TPA needs to review the compliance as per the requirement mentioned in the MSA signed between OCAC and SI/Application developer	Yes	Ernst & Young LLP
102	7.2.2.1(5)	44	Verify compliance with pre-defined terms and conditions in the RFP pertaining to software development (SI's adherence to the CMM standard during development, implementation and maintenance of software) & hardware deployment at Site and Data Centre	As per our understanding, TPA needs to review the compliance as per the requirement mentioned in the MSA signed between OCAC and SI/Application developer	Yes	Ernst & Young LLP

103	7.2.2.4(1)	44	Penetration & vulnerability testing	May we request you to please clarify the sample size of devices for VA/PT or TPA has to perform VAPT for all devices.	Not possible to provide at this stage.	Ernst & Young LLP
104	7.2.2.4(4)	45	Redundancy	Request to elaborate the TPA scope of work here	Already elaborated overall activities	Deloitte Touche Tohmatsu India LLP
105	7.2.2.5(4)	45	Verify payments made to System Integrator and penalty computation for the payments made to SI as per the SLA and payment conditions mentioned in the agreement	We understand that the role of the TPA will be limited to computing penalties based on the SLAs defined in relevant contract. As payment verification is not function of Auditor and is outside the scope of the TPA, we request confirmation of our understanding and modification of the clause accordingly. In this regard, May we request to modify the clause as follows: "Penalty computation for the SI as per the SLA conditions mentioned in the respective agreement."	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
106	7.2.8(1)	46	Skill Development: Evaluate the impact of training provided to government employees and beneficiaries for better adoption and usage.	May we request you to please clarify if TPA only has to evaluate the impact of training provided however, as per our understanding OCAC will arrange venue and other associated requirements.	No change. As per RFP	Ernst & Young LLP
107	8(2)	47	The payment will be released by the Purchaser as per the 'Man Month Rate' by Level quoted in the L1-Commercial Bid for the Tender.	We suggest that the clause be modified as below: "The payment will be released by the Purchaser as per the 'Man Month Rate' finalised in the Empanelment Process."	No change. As per RFP	Deloitte Touche Tohmatsu India LLP

108	9	48	<p>Penalty for delays & conditions: Project assignments to the empanelled bidders will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. Project delays on account of the Bidder will attract a penalty of 0.25% (point twenty five percent) per week of the total project value for up to 30 days beyond which the Department will be free to get the job done from any one of the remaining empanelled consultants. The maximum ceiling limit of the penalty would be 10% of the contract value of the respective assignment/project. However, the concerned department/agencies may increase/decrease the penalty rate and ceiling limit at the time of awarding the work. Penalty will not be applicable if the delay is not attributable to the bidder.</p>	<p>Requesting that liquidated damages be applicable only in instances where the delay is exclusively due to the Consultant or Bidder. Further, we request you to cap limit on LD(s), which should be exceed 0.5% per week to a maximum of 5% of the overall milestone payment which has been delayed. This should be the sole remedy under such circumstances. In case the Bidder is able to complete the last milestone within the prescribed timelines, in that event the LD if any imposed for an earlier delayed milestone will be reverted</p>	<p>As per Corrigendum</p>	<p>Grant Thornton Bharat LLP</p>
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109	9(1)	48	This empanelment is a continuous process, and more firms will be invited for empanelment. Hence, this tendering process will be carried in a periodic manner.	Since this is a continuous empanelment process, how will the rates discovered during the current round of bidding be affected when new firms are invited for future empanelment for the same scope of work. Will the existing empanelled agencies be required to revise their rates in subsequent rounds, and if so, will there be any mechanism for negotiating these rates to remain competitive with newly empanelled firms? We understand the future such empanelment will accord the same pre-qualification and technical evaluation criteria.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
110	9(2(1))	48	1. Deployment of all personnel for project after signing the Contract with the Purchaser or any subsequent requirement from the Purchaser during the Contract period	We request you to change it to 10% cost for all the respective consultants.	No change. As per RFP	KPMG Advisory Services Private Limited
111	9(2(1))	48	25% cost of the respective consultant per breach (for Consultants, Senior Consultants Consultants) per month or on pro-rata basis for the period of absence	We request that the Penalty level in case of default of the Consultant as per this clause be capped at 5%.	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
112	9(2(1))	48	4. Replacement of personnel at the request of the Selected Agency No replacement within 6 Months. Maximum 1 replacement within a year, with minimum 2 weeks of handover time.	Penalty is on higher side. May we request you to modify the clause as under: 1. 10% cost of the respective consultant per breach (for Consultants, Senior Consultants Consultants) per month or on pro-rata basis for the period of absence. 2. 5% of Monthly Payment Due ONLY in the succeeding month. 3. 5% of Monthly Payment Due ONLY in the succeeding month. 4. 5% of Monthly Payment Due ONLY in the succeeding month.	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
113	9(2(4))	49	4. Replacement of personnel at the request of the Selected Agency No replacement within 6 Months. Maximum 1 replacement within a year, with minimum 2 weeks of handover time.	There are several remedies available under the law and contract. Such penalties frustrate the entire purpose of such remedies available to you. We understand that remedies will be sufficient for such breaches. We request you to kindly omit this clause. If you still insist on retaining this clause then we understand that they will be subjected to overall cumulative liability cap of total contract value and subject to final determination by arbitrator		Grant Thornton Bharat LLP

114	9(2(4))	49		We request you to change it to no penalty in case department approval is taken vice versa. Maximum 2 replacement within a year, with minimum 1 month of handover time.	No change. As per RFP	KPMG Advisory Services Private Limited
115	9(2(4))	49		We request to please consider the following as an exception and to modify the clause suitably: "Provided that the replacement of the Project Manager/Team Members shall be allowed in case of Medical Issues, Death, Resignation, Retirement or any other events which are beyond the control of the Advisory Firm."	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
116	19.5(2)	49	In situation, where the Selected Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the Purchaser reserves the right to either invoke the termination Clause or terminate the Contract altogether.	We request you to please confirm that, in case of Termination, we are eligible for payments for the tasks successfully delivered by us till the date of Termination.	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
117	19.5(7)	49	Since it is an empanelment process, Department/Agencies may ask for separate Performance Bank Guarantee while assigning the project/work.	We request that only the PBG to be submitted to OCAC during the empanelment process remain	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
118	19.5(10)	50	Empanelment Guarantee: Within 30 days of the selected firms being intimated about their empanelment/date of notification they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Center. The bidder may also request OCAC to convert the EMD to Empanelment Guarantee. The Empanelment Guarantee will be returned to the bidder after completion of	Since a Performance Guarantee is already being secured from each of the empanelled agencies, we request that the clause for Empanelment Guarantee be removed from the Bid.	No change. As per RFP	Deloitte Touche Tohmatsu India LLP

			Empanelment period (i.e. after 3 years from the date of notification of empanelment or after applicable extension periods). No interest will be paid to the bidder towards Empanelment Guarantee.			
119	19.5(11)	50	If any application software is required for Project management/monitoring, the Empanelled Agency should provide the same either by development of new application or by customizing any existing/COTS solution. In such case the IPR will remain with Empanelled Agency/the concern OEM (in case of COTS). However, Govt. Department have to provide requisite hardware infrastructure for installation of the application software for monitoring	1. We request you to please modify the numbering to 9.1 instead of 19.5 2. Please clarify the scope of responsibility for the Empanelled Agency regarding the hardware infrastructure for the application. Will the bidder be required to ensure compatibility with existing hardware or is the government responsible for providing all necessary hardware? 3. If the Empanelled Agency develops a new application or customizes an existing COTS solution, how will the cost of software development/customization be handled? Will the bidder be reimbursed separately for this, or is it considered part of the overall project cost? 4. In case the software requires frequent updates or maintenance, will the bidder be responsible for providing such services post-deployment, and will there be any additional budget for this?	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
120	10	50	Resource Requirements: OCAC invites proposal from competent firms for empanelment of consultants as Project Management Units and Third-Party Auditors for implementing e-Governance projects in Odisha.	For this engagement, how many CVs need to be showcased against each category. E.g. Senior Consultant, Consultant etc.	No change. As per RFP	Protiviti India Member Private Limited
121	10.1.1...10.1.11	50-53	Category of Resources: Sr. Consultant (Technology management) Consultant (Procurement and Contracts Management)	We request you to please clarify on how many CVs for each of the category of resources are to be furnished in the Technical Proposal. Further, we request to please add the following in addition to the resources: "10.1.12. Subject Matter Expert (SME)"	No change. As per RFP	Deloitte Touche Tohmatsu India LLP

122	10.1.1...10. 1.11	50-53		It is understood that bidders are required to submit the CV(s) of resources only after empanelment and during the selection process for specific projects/engagements by OCAC, its departments, or the designated nodal agency. NOTE: It seems that, the resource requirements for both Track A and Track B are quite similar, with several positions they are either overlapping or contradicting the respective services. In this regard, we request clarification and a clear segregation of resource requirements for each track to ensure alignment with the specific service needs.	No change. As per RFP	Deloitte Touche Tohmatsu India LLP
123	10.1.3	51	Sr. Consultant (Financial management): Education: • B.Com and CA	We request to consider the following: B.Tech / B.Com and CA / MBA (or equivalent)	No change. As per RFP	Grant Thornton Bharat LLP
124	10.1.3	51		As per the existing empanelment, the educational qualification for Sr. Consultant (Financial management) is B.Com and CA/MBA in Finance. We request that the same qualifications be maintained for proposed empanelment as well.	No change. As per RFP	Ernst & Young LLP
125	10.1.4	51	Sr. Consultant (Business Process Re-engineering): Education: •B.E / B. Tech with MBA (or equivalent)	As per the existing empanelment, educational qualification for Sr. Consultant (Business Process Re-Engineering) and Consultant (Business Process Re-Engineering) is B.E/B. Tech/MBA. We request that the same qualifications be maintained for proposed empanelment as well.	No change. As per RFP	Ernst & Young LLP
126	10.1.5	51	Sr. Consultant (Cyber Security): Education: •B.E / B. Tech/MCA with CISA/CCNSP/ CISSP/ CISM/CEH/ISO27000 Certification Experience: •Minimum 10 years of experience in Networking and IT Security Management •Experience of development and implementation of information security policy, standards, guidelines and procedures. •Experience in developing network access and monitoring policies.	In Section 10.1.5, there is Cyber Security Sr. consultant profile required whereas in Section 10.2. Broad Work Profile for Resources in key functional areas Point- 8,9 & 10 only Consultant Cyber Security profile is required. May we request OCAC to clarify where cyber security Sr consultant profile is required.	No change. As per RFP	Ernst & Young LLP
127	10.1.5	51		May we request to modify the clause as: Senior Consultant: Cyber Security Education Qualification: Bachelor's degree in cyber security/ information security/computer science/ information technology/ or a related field. A Master's degree in relevant field is desirable. Relevant certifications such as ISA/ CISSP/ITIL/ CISM/	No change. As per RFP	Deloitte Touche Tohmatsu India LLP

				CISC/ CRISC/ CGEIT/ISO 27001/ ISO 20000/CEH shall be preferred. Experience: Minimum 07 years of experience in cyber security, including experience in policy formulation, advanced security tools, and defensive cyber operations. Proven track record of managing cyber security projects and compliance with industry standards.		
128	10.1.8	52	Consultant (Financial management): Education: •B.Com and CA / MBA (or equivalent) in Finance	We request to consider the following: B.Tech / B.Com and CA / MBA (or equivalent)	As per RFP	Grant Thornton Bharat LLP
129	10.1.9	52	Consultant (Business Process Re-engineering): Education: •B.E / B. Tech with MBA (or equivalent)	As per the existing empanelment, educational qualification for Sr. Consultant (Business Process Re-Engineering) and Consultant (Business Process Re-Engineering) is B.E/B. Tech/MBA. We request that the same qualifications be maintained for proposed empanelment as well.	As per RFP	Ernst & Young LLP
130	10.1.10	52	Consultant (Cyber Security): Education: •B.E / B. Tech/MCA with CISA/ CCNSP/ CISP/ CISM/CEH/ISO27000 Certification Experience: •Minimum 7 years of experience in Networking and IT Security Management •Experience of development and implementation of information security policy, standards, guidelines and procedures. •Experience in developing network access and monitoring policies.	We may request to modify the clause as: Consultant: Cyber Security Education Qualification: Bachelor's degree in cyber security/ information security/computer science/ information technology/or a related field. A master's degree in relevant field is desirable. Relevant certifications such as ISA/ CISSP/ITIL/ CISM/ CISC/ CRISC/ CGEIT/ISO 27001/ ISO 20000/CEH shall be preferred. Experience: Minimum 5 years of experience in cyber security, with hands-on experience in implementing security policies and procedures. Experience in technical direction for cyber security issues and procurement processes for cyber security tools.	As per RFP	Deloitte Touche Tohmatsu India LLP
131	10.3	55	The PMU/TPA team may be required to work in the respective Departments throughout the duration of the project. Since many of the project to be implemented across the state, the PMU/TPA team may be required to visit	We request you to please clarify that, whether OCAC shall reimburse the Conveyances and Accommodation of the Resources in case the Dept. is not providing the same.	OCAC will not reimburse the said cost. Respective department shall met the cost.	Deloitte Touche Tohmatsu India LLP

			<p>various places throughout Odisha. The conveyance and accommodation shall be arranged by the concerned department as far as possible. In case, department could not provide the conveyance and accommodation, the same will be reimbursed as per the SeMT HR Policy</p>			
132	16.2(4)	58	<p>Insurance for key Personnel: The Purchaser shall not be liable for or in respect of any payable for accidental or Injury to any personnel provided by the Selected Agency which is not caused due to the negligence, act or omission of the Purchaser or its employees or any person acting on behalf of the Purchaser.</p>	<p>We seek clarification regarding the insurance requirement for this assignment.</p>	As per RFP	Grant Thornton Bharat LLP

133	8(8.3.3)	59	<p>In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.</p>	<p>We submit hereby that it is difficult on our part to accept perpetual survival of the contractual obligations. Thus, we request you to please consider that the provisions of the Contract shall survive the termination of the Contract for a period of one (1) year.</p>	As per RFP	Deloitte Touche Tohmatsu India LLP
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134	13	63	Force Majeure	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p> <p>5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	As per RFP	Protiviti India Member Private Limited
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135	17(1)	64	Commencement of Work: Within 2 weeks from the date of signing the Contract between the Selected Agency and the Purchaser, the Selected Agency shall be ready to work as a consultant to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Selected Agency shall be ready to deploy its personnel within 1 week from award of any contract by any state government department based on this empanelment. Penalty, if any, for the delay in execution shall be calculated accordingly.	We would like to submit that the draft contract will be reviewed and, if necessary, negotiated by our internal Legal team, prior to finalization and signing of the contract. For this reason, we request to allow adequate time, as mutually agreed between the parties, for review and negotiation of the contract, prior to contract signing.	As per RFP	Deloitte Touche Tohmatsu India LLP
136	16.4	72	Form 4: CV Format: CV Format (To be used for providing resumes for profile review as per Section 7.2 and for all projects in the future)	The content of Section 7.2 is not matching. Request to clarify.	As per Corrigendum	Ernst & Young LLP
137	16.4	72		It is understood that bidders are required to submit the CV(s) of resources only after empanelment and during the selection process for specific projects/engagements by OCAC, its departments, or the designated nodal agency. Additionally, Section 7.2 refers to "Track B: Scope of Work of Third-Party Audit Agency." We kindly request clarification on this matter.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP
138	16.1	76	Form 10: Financial format – F1 (to be submitted in letterhead of the company)	We understand that Form 10: Financial Format – F1 is to be submitted as a separate Financial Proposal for Track A and for Track B. We request you to please clarify in this regard.	As per Corrigendum	Deloitte Touche Tohmatsu India LLP

139	16.10(1 ...4)	76	<p>1. Please Note: The bidders can submit the financial bid for both Track A and B under any one the above.</p> <p>2. The rates should be competitive in comparison to other rate contracts</p> <p>3. Bidders intending to quote for both Track A & B must submit the financial bid for any track separately.</p> <p>4. The rates finalized will not be changed throughout the period of empanelment.</p> <p>5. Service Tax, as applicable, will be paid extra.</p>	<p>It is understood that bidders participating in both Tracks must submit all the required documents separately as per the PQ and TQ criteria. However, following clarification is needed for financial bid:</p> <p>1) Is there only one Financial bid to be submitted by agency who are participating in both tracks? (as per point no. 1) OR 2) Two separate financial bids to be submitted for each Track? (as per Pt. 3)</p> <p>NOTE: Our understanding is that, the bidder have to submit only one common financial bid under any of the one track (considering resource requirement/level are similar for both tracks). We kindly request confirmation of our understanding.</p>	<p>Bidder shall fill the online financial bid format. Additionally the bidder shall submit the PDF copy of the financial bid for any one/both the tracks.</p>	Deloitte Touche Tohmatsu India LLP
140	16.10(1)	76	<p>Please Note: The bidders can submit the financial bid for both Track A and B under any one the above.</p>	<p>We understand to read the statement as "The bidders can submit the financial bid for both Track A and B". We request you to please clarify in this regard.</p>	<p>As per Corrigendum</p>	Deloitte Touche Tohmatsu India LLP
141	16.10(4)	76	<p>The rates finalized will not be changed throughout the period of empanelment.</p>	<p>We would like to submit that the following empanelment across the country have inbuilt mechanism for annual increments on resource costs.</p> <p>•NiCSI Tier 1 empanelment</p> <p>Thus, we request you to please consider annual increment of minimum of 10% throughout the period of empanelment.</p>	<p>As per RFP</p>	Deloitte Touche Tohmatsu India LLP
142	16.1 16.3 16.4 16.5 16.6 16.8 16.9	56 71 72 73 73 74 75	<p>16.1. Form 1: Cover Letter</p> <p>16.3. Form 3 Acceptance of Terms & Conditions</p> <p>16.4. Form 4: CV Format</p> <p>16.5. Form 5: Summary of CVs</p> <p>16.6. Form 6: Technical Evaluation Sheet (For Track-A)</p> <p>16.8. Form 8: Past Experience (Projects executed by bidder)</p> <p>16.9. Form-9 : Project Experience</p>	<p>We understand that Forms 1, 3, 4, 5, 6, 8, 9 (cumulatively) are to be submitted as a separate Technical Proposal for Track A and Forms 1, 3, 4, 5, 7, 8, 9 (cumulatively) are to be submitted as a separate Technical Proposal for Track B</p> <p>We request you to please clarify in this regard.</p>	<p>Yes</p>	Deloitte Touche Tohmatsu India LLP

143			NA (General)	Request to clarify if 2 separate EMDs and Tender Fees are to be submitted to participate in the 2 tracks, or 1 EMD and Tender Fee will suffice for the 2 tracks.		Ernst & Young LLP
144			NA (General)	Holidays and Paid-Time off: We assume that deployed consultants will work from 9:30am to 6:00pm (Monday-Friday). As our focus towards Our People and Our Clients we will continue to deepen our relationship with our client by delivering excellence and building trust. Together, we must continue to channel our efforts toward achieving our goal with Our People at its Core. As we believe, a professional services organization, our personnel need to undergo trainings for their professional growth. We assume that you will provide 08 Training days and 24 paid time off annually for each consultant apart from the leave notified by the Government of Odisha. Kindly confirm.	As per RFP	Protiviti India Member Private Limited
145			Termination for Convenience	Tenderer/Bidder can terminate the Services Contract or suspend its operation for cause by giving 30 days' notice in writing to the other at any time. For purposes of this clause, "Cause" shall mean a) the material breach by the non-terminating party of any of its obligations hereunder and the subsequent failure to cure any such breach within thirty (30) days' of written notice by the terminating party of the same; or b) the insolvency, filing of a voluntary petition in bankruptcy, adjudication of bankruptcy, appointment of a receiver for the operation of the non-terminating party's business, the material liquidation of assets or the general assignment of the non-terminating party's assets made for the benefit of its creditors. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect. In case of termination, Tenderer shall pay the Bidder for all work-in progress, Services already performed, and expenses incurred by the Bidder up to and including the effective date of the termination of this Agreement.	As per Corrigendum	Protiviti India Member Private Limited

146			Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	As per RFP	Protiviti India Member Private Limited
147			Retention of copies	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	As per RFP	Protiviti India Member Private Limited
148			Non-Exclusivity	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	As per RFP	Protiviti India Member Private Limited

149			Confidential information	<p>I. Confidential information shall include any information which is identified by you at the time of disclosure as being of a confidential nature (including, but not limited to, business plans, products, trade secret processes or methodologies, software, documentation, design specifications, other technical documents and other proprietary rights or information) or that is disclosed to us under circumstances that would lead a reasonable person to understand that such information is confidential or proprietary in nature. Confidential information does not include information that</p> <p>a) is or becomes generally available to the public without breach by us of our confidentiality obligations under this Services Contract,</p> <p>b) is received by us from a third party without restriction against disclosure,</p> <p>c) was known to us without restriction prior to disclosure, or</p> <p>d) is independently developed by us without subsequent use of Confidential information</p> <p>II. Bidder shall protect the Confidential information in a manner consistent with the treatment that we accord to Confidential information of a similar nature, and shall use and reproduce Confidential information only to perform our obligations under this Services Contract or for internal collection, analysis and training purposes. Bidder may disclose Confidential information to internal Persons and to employees, agents and subcontractors, who have a need to know, and employees of Affiliates who have a need to know. Bidder may also disclose Confidential information as may be necessary by reason of legal, accounting and regulatory requirement and to our professional indemnity insurers and advisers. Notwithstanding, anything contrary agreed under the Services Contract, tenderer agrees that Bidder's obligation under the clause of Confidential Information shall survive and will be in force only during the term of the engagement and shall not in any event survive post completion of Services or termination or expiration of the Engagement Letter, whichever is earlier</p> <p>III. For the purposes of marketing and publishing or selling our services, bidder may wish to disclose that they have performed work for tenderer without disclosing any Confidential information</p>	As per RFP	Protiviti India Member Private Limited
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150			NA (General)	To allow MSME participation we request the authority to add the clause as below "It is advantageous for Bidder to have MSME certification"	As per RFP	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)
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1.1. Performance Security Format

To

The General Manager (Admin)

Odisha Computer Application Centre

(Technical Directorate of E&IT Dept, Govt. of Odisha)

N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Selection of

Ref: RFP REF NO- OCAC-.....

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for in Odisha (hereinafter called "the beneficiary").

And whereas it has been stipulated by in the agreement that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the agreement;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<<insert date>>

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: