

RFP for Selection of Service Provider for Development, Customization, Deployment, Implementation, Training, Hand Holding and Operation & Maintenance Support for State wide, Online Development Permission System (ODPS) For Urban Development and Urban Housing Department Government of Gujarat - Tender no: SW16082017143

Clarifications of the queries

No	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Clarifications by GIL/UDD
1.	Section 1.4.2 Page 13	The Bidder (All members in case of consortium) should be an Indian Company, registered under the Indian Companies Act 1956 and The Bidder (Any one member in case of consortium) should be in existence for the last 5 years and in the business of providing software solution for automation of building plan scrutiny.	We understand from the scope of work that it involves only a Software application along with implementation and support. So, it doesn't required multiple competencies in this scope. Allowing consortium partnership will enable bidder to submit the bid by using some other bidders' credential for entering in the competition. In the case of consortium only lead partner is accountable and not the actual partner who is implementing the solution. We request you to allow sub-contracting instead of consortium.	No Change. As per RFP
2.	Section 1.4, Page 13	The bidder (All members in case of consortium) should have Minimum ISO 9001:2008 or ISO 9001:2015 or CMM-3 level Certification.	As per the general practice of pre-qualification, we request you to modify the criteria as follows; "The bidder should have Minimum ISO 9001:2015 and at least CMM-3 level Certification."	No Change. As per RFP
3.	Section 1.4 Page 14	Adding of Pre-Qualification Criteria	As per our experience with bidding process followed by Government of Gujarat, bid which is more dependent on knowledge always had a pre-qualification criteria for having enough strength of associates on full time Payroll with required competencies aligned to scope of bid. This will reduce the multiple risks associated with implementation of project. We request you to add criteria asking for availability of enough i.e. 500 competent associates strength on payroll.	No Change. As per RFP
4.	Section 2.9.5	Please Add this criteria in Technical Evaluation: Turnover of Bidder IT Services- Document Required: Copy of the last three years (i.e. 2014-15, 2015 – 16 and 2016 - 17) audited financial Statements / Audited Balance Sheet should be attached.	This will secure bid with bidders having strong financial background and allow competition between bidders with same strength. Following is the recommendation; >= Rs. 80 Crore & <= Rs. 100 Crore - 1 Marks >Rs. 100 Crore & <= Rs. 150 Crore - 3 Marks >Rs. 150 Crore - 5 Marks	No Change. As per RFP

5.	Section 2.9.5	Please Add this criteria in Technical Evaluation: eGovernance Project value having scope of IT Application Development & Support, Infrastructure deployment & Support, Manpower Support and Helpdesk in last 5 years in India	This will only allow bidders with IT project and management experience and make sure that bidders have managed the project with same budget Following is the recommendation; >= Rs. 20 Crore & <=30 Crore – 3 Marks >Rs. 30 Crore & <= Rs. 50 Crore – 5 Marks Project Value >Rs. 50 Crore – 10 Marks	No Change. As per RFP
6.	Section 2.9.5	Please Add this criteria in Technical Evaluation:  Process and Quality Certification	Quality and Process Management gives independency from particular resources. This will allow companies who secures certification and believes in quality and process parameters  Following is the recommendation; ISO 9001:2015 & CMM Level 3 – 2 Marks ISO 9001:2015 & CMM Level 5 – 5 Marks	No Change. As per RFP
7.	Section 2.9.5	Please Add this criteria in Technical Evaluation:  Implementation of eGovernance Project in No. of ULBs having scope of IT Application Development in web technology & Support, Infrastructure Deployment & Support, Manpower Support, Centralized architecture and Helpdesk in ULBs in India.	This will only allow bidders having ULB domain experience and make sure that bidders have managed the project with such geographical span.  Following is the recommendation;  No. of ULBs : >= 10 & <= 50 – 3 Marks No. of ULBs : >50 & <=100 – 5 Marks No. of ULBs : >150 – 10 Marks	No Change. As per RFP
8.	Section 2.9.5 Page 23	Technical Evaluation 1.B - Overall Technical Capability - No. of technical resources on Companies roll as on Bid submission Date	We have understood from t information from the Bid that Bidder have to depute 100 resources on higher side for implementation. To comply the requirement listed as per general practice of resource availability with bidder is 5 times more than the required resource in project implementation. This will reduce the risk of unavailability of resource and provide the chance of allocating competent resource. We would like request you to change the evaluation methodology as follows;  >=500 resources and <=800: 1 Marks >800 to <=1000 resources: 3 Marks More than 1000 resources: 5 Marks	No Change. As per RFP
9.	Section 2.9.5	Please Add this criteria in Technical Evaluation: Important Resource Profile	As, It is seen that Government Projects are dependent on capable Project Managers and Business Analysts. As they can lead the project to both the extremes. It is required that	No Change. As per RFP

		<ul style="list-style-type: none"> <li>- Project Manager</li> <li>- Business Analyst</li> </ul> <p>Document Required: Important Resources Detailed CV as per the format attached in annexure</p>	<p>Important Profiles must be assessed. Following is the Suggestion; Project Manager: (3 Marks)</p> <ul style="list-style-type: none"> <li>- Total Experience: Minimum 12 Years in IT Industry</li> <li>- Project Management Experience: More than 5 years</li> <li>- Government Project Execution Experience: More than 10 years</li> <li>- Qualification: BE/MCA/B.Tech or equivalent full time with MBA (preferable) reputed Institutes / Universities</li> </ul> <p>Business Analyst: (2 Marks)</p> <ul style="list-style-type: none"> <li>- Total Experience: Minimum 10 Years in IT Industry</li> <li>- Business Analyst: More than 10 years</li> <li>- Qualification: BE/MCA/B.Tech or equivalent full time degree from reputed Institutes / Universities</li> </ul>	
10.	Section 2.9.5 Page 23	<p>Technical Evaluation 2.C Area scrutinized through proposed COTS solution (Experience of OEM for the proposed product will be considered)</p>	<p>We understood from the scope that major task of product is to read the sketch or drawings and have to validate with the rules configured and not to do with any physical verification at site location. Sketch or file comes in the particular pre-defined format.</p> <p>This criteria is irrelevant to the software requirement.</p> <p>We request you to remove this criteria as this is favoring to specific OEM.</p>	No Change. As per RFP
11.	Section 2.9.5 Page 23	<p>Technical Evaluation 2.E State-wide deployment with centralized architecture (minimum 50 ULBs in one work order)</p>	<p>We understand from this criteria which allows multiple tenancy. There are products available in market having which is matching all the criteria and specifications listed and also this solutions are enabled on working on multi tenancy model. But the only thing missed is that number of locations listed or state wide project implementation. Here we see that there is specific OEM's product matching this criteria.</p> <p>We request you to change the criteria from implementation in multi-locations from 50 to 30 ULBs.</p>	No Change. As per RFP
12.	Section 3 Page 47 Point 16	<p>The bidder shall be responsible to develop Mobile application of ODPS and shall be integrated with eNagar Mobile application.</p>	<p>We request you to modify the statement to as follows' "Bidder should provide APIs of various services and those APIs must be integrated with eNagar Mobile Application"</p>	Yes. Bidder should provide APIs of various services and those APIs must be integrated with eNagar Mobile application
13.	Section 3.3 Page 54	<p>Cost of AMC/ATS of COTS, OS, DB and other system software required for</p>	<p>We would request you to include payment terms for System Software as follows:</p>	No Change. As per RFP

		running the application for the period of contract	<ul style="list-style-type: none"> <li>- 90% of payment on delivery of System Software</li> <li>- 10% on month of implementing the first location</li> </ul>	
14.	Section 3.3 Page 54	Cost of Manpower for Handholding support at various locations for three years after one year warranty period (49 manpower)	We understand from the Implementation Schedule that First roll out of applications a AMC and AUDA at 6 <sup>th</sup> week of the implementation schedule. Once the sites are up how it will be provided with support. As per the criteria mentioned, manpower deployment would be started after 2 years i.e. (1 year of implementation + 1 year of warranty) for 3 years. As per our experience manpower support is required during initial implementation. We request you to please provide the clarity on the same.	It is expected that the bidder will provide sufficient manpower during warranty period. After warranty period, the manpower cost has already been asked. The manpower required during implementation, the bidder has to consider in customization cost – line item no. 2.
15.	Annexure 6	AFFIDAVIT (To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)	Request you to please allow to submit the same on Bidders Company Letter Head signed by authorized signatory indicated by Board Resolution / Power of Attorney (to bind the bidder)	No change. As per RFP
16.	1.5.1, Pg 15	Software solution shall also be available with complete transparency including operation manuals, help documents and source code. And Proposed COTS software solution shall also be available with complete transparency including operation manuals, help documents and source code for customization.	Only Source code of the Customized portion for this RFP scope can be shared. So please modify the clause accordingly	IPR of the Source code of the Customized portion for this RFP scope shall be owned by user department.
17.	2.1.2.3, Pg 18	The price quoted shall be inclusive of “Development, Customization, Deployment, Implementation, Training, Hand Holding and Operation & Maintenance Support for 8 years including warranty support for proposed System”. This shall also include the cost of integration with applicable modules of Govt. of Gujarat.	Please let us know the details of the application modules with which the proposed System to be integrated	The expected integration is with respect to workflow management and not with the scrutiny engine. Provided that those aspects with respect to regulations leading to scrutiny of building plans have to be incorporated.
18.	2.3.1, Pg 18	Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of financial bid opening	Please modify the bid validity as 180 days from the date of bid submission	The bid validity is 180 days from the date of submission of the bids.

		prescribed in the RFP.		
19.	ii) Determination of the Total value Bid, Pg 25	The Technical bid shall have a weightage at 50% in the overall evaluation of the bid and the Commercial (Financial) bid score shall have a weightage at 50% in the overall evaluation.	Request to give more importance to quality of bid and hence please give 80% weightage to Technical score and 20% weightage to Financial score	No change. As per RFP.
20.	2.1.5, Pg 26	As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or Service Provider will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat	Please remove this clause. As meeting the SLAs belong to Solution provider, it should be bidder's sole discretion to select sub-contractors, Vendors etc	No change. As per RFP
21.	2.19.6, Pg 28	The software licenses supplied by SP shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to UDD for the entire period of contract	SP will be bound to perform the update of minor versions	No change. As per RFP
22.	3, Pg 34	Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items.	Please modify this to support of all supplied items under the scope of this RFP	Agreed.
23.	3, Pg 43	Manpower after one year warranty period for handholding Support	Please confirm if the manpower for handholding support after one year warranty support is required for the entire 7 years	Three years after warranty period of one year.
24.	6. FORM F: PRICE SCHEDULE, Pg 64	Cost of Manpower for Handholding support at various locations for three years after one year warranty period (49	Please confirm if the manpower required is 50 or 49	This may be read as 50.

		manpower) – Part 3		
25.	Project Scope, Pg 42 and 6. FORM F: PRICE SCHEDULE, Pg 64	Manpower during one year warranty period from go-live for hand-holding Support	As per project scope, 50 persons to be deployed at various locations during one year warranty period. But the Price Schedule has table for "Cost of Manpower for Handholding support at various locations for three years after one year warranty period" alone and not for manpower cost during one year warranty period. Please clarify	As above.
26.	General		Please provide information on: 1. What is the expected number of total users of the system? Internal and external 2. What is the expected user concurrency?	The users of the system will be the person handling this subject at 8 Municipal corporations, 24 development authorities/gram panchayat and 162 Nagarpalikas. The past application received data of office wise has been shown in Annexure 4.
27.	General	External Integration	Please confirm / clarify: Legacy system integration: Integration with legacy systems would be via Web services and in a two way handshaking mode. Legacy system would remain hosted in their legacy infrastructure setup and only data transfer between systems would be in scope of integration. Please confirm if our understanding is correct.	This issue has been clarified in pre-bid.
28.	General	External Integration	Please confirm / clarify: GIS Integration: We understand that only GIS integration is in scope of implementation and existing ULBs would be having their individual GIS maps. Please confirm on our understanding.	Yes.
29.	General		Please confirm / clarify We understand procurement of SMS, Email and Payment gateways would not be in scope of implementation of bidder and provided by department. Please confirm on our understanding.	Yes.
30.	General		Please confirm on the scope of data migration whether in scope. If yes please share expected data volume to be migrated.	This issue has been clarified in pre-bid.
31.	1.14.1/17	Bid Prices-The Bidder shall complete the Technical Bid and Financial Bid furnished with this document giving details as per	It is recommended to share bid price format in RFP.	It is given in the RFP

		the format mentioned in the e-Tendering website <a href="https://www.gil.nprocure.com">https://www.gil.nprocure.com</a> .		
32.	2.3.2/18	Validity of Proposal-In exceptional circumstances, GIL/UDD may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided shall also be suitably extended.	It is recommended in case of extension of validity beyond 180 days, pricing needs to be revised considering the cost inflation and other external factors effecting prices.	As per RFP.
33.	2.3.3/18	Validity of Proposal-Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections	It is recommended in case of extension of validity beyond 180 days, pricing needs to be revised considering the cost inflation and other external factors effecting prices.	As per RFP
34.	2.14.7/26	Performance Bank Guarantee-In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee,	It is recommended to issue separate PBG for 10% of amendment value considering the tenure fixed for amendment.	As per RFP
35.	2.15/27	Provision of Electronics & IT/ITeS Startup Policy-The chosen solution provider or Service Provider will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the Service Provider.	Please let us know whether government department is getting any grant from government and if so, responsibility of meeting SLAs will be with customer only.	No change. As per RFP
36.	2.20/29	Limitation of Liability-The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc.	It is recommended to include the clause and liability of TCS should not exceed 10% of contract value under this clause.	No change. As per RFP

37.	2.26.2/31	Application Security Audit-In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.	It is recommended, cost of audit will be beared by customer only.	No change. As per RFP
38.	2.27/32	Change Request Orders-During the development and O & M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.	It is recommended, any change agreed after finalisation of requirement specification will be treated as change request order and charged accordingly.	No change. As per RFP
39.	3/34' & page 45	SECTION – II SCOPE OF WORK-During the O&M period of 8 years the SP has to provide support for resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes. Project Scope-During Operation and Maintenance Period bidders are expected to carry out any no. of Change Request that is required due to change in functionalities, Act, Rule, GR etc. during the 7 years of Operation and Maintenance period. No additional payment will be made during O & M period.	It is recommended that SP has to provide support related to requirement finalized, developed and accepted by customer.	No change. As per RFP
40.	3/34'	SECTION – II SCOPE OF WORK-Bidder has to deliver the final product with unlimited users' licenses to Govt. of Gujarat for the duration of the project if it is a COTS product.	It is recommended to mention approx. qty of users.	No change. As per RFP



41.	3.1/51	Contract Period-The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of nonperformance, security violations and non-compliance.	It is recommended to provide termination right to SP.  It is recommended to include this clause.	No change. As per RFP
42.	3.2/52	Project Schedule-Development of Whole Application, UAT and Training , Security Audit and EQDC Testing and Go-live Time of completion-T0+22 Weeks	Please let us know, whether O&M going to start after this milestone(T0+22 Weeks) or Deployment of application in 20 gram panchayat. Also as per project schedule whole application deployment needs to be done by T0+22 Weeks, then how it differ with time lines defined for municipal corp. and other authorities.	It is expected that after T0+22 weeks, development of whole application, UAT shall be completed and the subsequent deployment will be done in phase manner. Hence, the development shall be completed at T0+22 only.
43.	3.3/53	Payment Schedule	It is recommended to change the payment terms as mentioned below, because RFP terms are not favorable to TCS. - 100% payment for Hardware and Software on delivery and Installation. - 100% payment for Implementation Services till Go-live - 100% payment of training cost upon completion of training - Payment for Infra O&M as equated quarterly installment in Advance - Payment for Services O&M as equated monthly installment in Arrears.	No change. As per RFP
44.	3.3/54	Payment Schedule	It is recommended to pay the invoices raised by TCS within 30 days of receipt of invoices, failing which interest @ 1% per month shall be charged.	No change. As per RFP
45.	General	General	There is no clause for transfer of ownership for H/W & S/W to customer. It is recommended that ownership of H/W, S/W and equipments shall be transferred to customer upon delivery.	As per RFP
46.	General	General	Please confirm Is there any requirement to supply bandwidth under the scope of this tender? If yes, it is recommended to exclude bandwidth from the scope as bidder can't sell the same.	No. Bandwidth is not in the scope of SI.
47.	Clause 1.4.2. Pre-Qualification Criteria: Note/p15and 24	2. GIL/UD &UHD may independently verify the authenticity of credentials submitted by the bidder through phone/in writing. And if it is found that the bidder has submitted	2. GIL/UD &UHD may independently verify the authenticity of credentials submitted by the bidder through phone/in writing. <del>And if it is found that the bidder has submitted wrong/falsified information the bidder will be disqualified and/or blacklisted.</del> In event of submission of any false document/s/information/s,	No change. As per RFP

		wrong/falsified information the bidder will be disqualified and/or blacklisted. In event of submission of any false document/s/information/s, GIL/UD&UHD reserves the right to reject/disqualify the bid, without assigning any reason.	GIL/UD&UHD reserves the right to reject/disqualify the bid, without assigning any reason.	
48.	Clause 1.12: Bid Security/p17	1.12.7.The EARNEST MONEY DEPOSIT shall be forfeited: a) if a Bidder withdraws its bid during the period of bid validity b) in case of a successful Bidder, if the Bidder fails: i. to sign the Contract as mentioned above or ii. to furnish performance bank guarantee as mentioned above or iii. The bidder should be renew the EMD time by time.	1.12.7.The EARNEST MONEY DEPOSIT shall be forfeited: a) if a Bidder withdraws its bid during the period of bid validity b) in case of a successful Bidder, if the Bidder fails: i. to sign the Contract as <del>mentioned above</del> <u>mutually discussed</u> or ii. to furnish performance bank guarantee as mentioned above or <del>iii. The bidder should be renew the EMD time by time.</del>	No change. As per RFP
49.	Clause 2.1.2.5/p18	The GIL/UDD shall have the unrestricted right to deploy or use application software and the documentation related thereto, in any Gujarat state government department, at no cost to client. State Government may choose to carry out the customization of the software, after the expiry of the post implementation support, by any way they want.	<del>The GIL/UDD shall have the unrestricted right to deploy or use application software and the documentation related thereto, in any Gujarat state government department, at no cost to client. State Government may choose to carry out the customization of the software, after the expiry of the post implementation support, by any way they want.</del>	No change. As per RFP
50.	Clause 2.7: Clarification of Bids /p20	GIL/UDD may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected.	<del>GIL/UDD may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected.</del>	No change. As per RFP
51.	Financial Bid Evaluation/p24-25	In case of a tie where two or more bidders achieve the same price, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.	In case of a tie where two or more bidders achieve the same price, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract. <u>The negotiations should be mutual and Department cannot impose the downward modification in prices to Bidder. Bidder shall have the right to refuse to work below the quoted price without there being any consequences, financial or otherwise.</u>	No change. As per RFP

52.	Clause Performance Bank Guarantee/P26	<p>2.14: 2.14.2. Within ten (10) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UDD. The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days from date of award of work.</p> <p>The PBG shall comprise two parts; 5% of the value of Project Implementation phase of Price Bid valid for one year which would be discharged and returned after Go-Live, and second part as 5% of the value of O&amp;M phase valid up to 180 days beyond the expiry of Contract.</p> <p>2.14.4. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.</p>	<p>2.14.2. Within ten (10) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UDD. The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days from date of award of work. The PBG shall comprise two parts; 5% of the value of Project Implementation phase of Price Bid valid for one year which would be discharged and returned after Go-Live, and second part as 5% of the value of O&amp;M phase valid up to 180 days beyond the expiry of Contract.</p> <p>2.27.3. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract, <u>if the failure is due to the reasons solely and entirely attributable to the bidder and not due to reasons attributable to Department and/or its other vendors or due to reasons of Force Majeure.</u></p>	No change. As per RFP
53.	Clause 2.15: Provision of Electronics & IT/ITeS Startup Policy	<p>As per the provision in Electronics &amp; IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science &amp; Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or Service Provider will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to</p>	<p><del>As per the provision in Electronics &amp; IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science &amp; Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or Service Provider will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the Service Provider.</del></p>	No change. As per RFP

		the solution provider or the Service Provider.		
54.	Clause 2.16: Confidentiality/ p27	Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of UDD, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.	<p>Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of CGM, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.</p> <p><u>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.</u></p> <p><u>The Purchaser shall also maintain the confidentiality of the information, data, documents etc. shared by the Bidder with it.</u></p> <p><u>This restriction does not limit the right to use information contained in the data if it:</u></p> <ul style="list-style-type: none"> <li><u>a. Is obtained from another source without restriction.</u></li> <li><u>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</u></li> <li><u>c. becomes generally known to the public without violation of this Proposal;</u></li> <li><u>d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</u></li> <li><u>e. is required to be provided under any law, or process of law duly executed.</u></li> </ul>	No change. As per RFP
55.	Clause 2.19: Intellectual Property Rights/P27-29	2.19.1. For a bespoke development, the Department shall retain exclusive intellectual property rights to the software (including source code of	<del>2.19.1. For a bespoke development, the Department shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/amendments done). The service provider is advised not to bring any software</del>	

		<p>customizations/ enhancements/amendments done). The service provider is advised not to bring any software as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of department, expect BI tools, OS and DB. Service Provider will have no claim to any base layer or any other component. In bespoke development, the UDD shall have full rights of sharing source code with other Government organizations in India in original form and to modify it with any service provider either by itself or by other Govt. agency. In case of bidder not offering the COTS (ERP Solution), than the bidder has also to transfer source code so developed for the ODPS project to Government of Gujarat. The source code, fully documented for its architecture will be exclusive property of the Government of Gujarat and the bidder will have no right to use it anywhere else without prior approval of the Government of Gujarat through the UDD. If Government of Gujarat allows to the bidder the use of this source code then it will take 20% of the cost of application development for the subsequent projects as Royalty fee. Considering the rights of government of Gujarat over the source code, the bidder is specifically directed not to use any proprietary layer either of its own ownership or of ownership of others with the source code to deliver the solution for the ODPS project.</p> <p>2.19.2. For COTS Product the full IPR of the customized/developed solution for</p>	<p><del>as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of department, expect BI tools, OS and DB. Service Provider will have no claim to any base layer or any other component. In bespoke development, the UDD shall have full rights of sharing source code with other Government organizations in India in original form and to modify it with any service provider either by itself or by other Govt. agency. In case of bidder not offering the COTS (ERP Solution), than the bidder has also to transfer source code so developed for the ODPS project to Government of Gujarat. The source code, fully documented for its architecture will be exclusive property of the Government of Gujarat and the bidder will have no right to use it anywhere else without prior approval of the Government of Gujarat through the UDD. If Government of Gujarat allows to the bidder the use of this source code then it will take 20% of the cost of application development for the subsequent projects as Royalty fee. Considering the rights of government of Gujarat over the source code, the bidder is specifically directed not to use any proprietary layer either of its own ownership or of ownership of others with the source code to deliver the solution for the ODPS project.</del></p> <p>2.19.2. For COTS Product the full IPR of the customized/developed solution for this project shall rest with the UDD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat. In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of</p>	
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		<p>this project shall rest with the UDD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat. In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM. The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics &amp; IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the COTS solution (License fees collected towards database licenses or Operating System licenses will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate</p>	<p><del>Department of Electronics &amp; IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the COTS solution (License fees collected towards database licenses or Operating System licenses will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the UDD at different stages of customization and before release of final payment on completion of training and roll out of software.</del></p> <p><del>2.19.3. The UDD shall have the unrestricted right to deploy or use New ODPS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.</del></p> <p><u>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and the CGM, Govt. of Gujarat shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of the CGM, Govt. of Gujarat the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.</u></p> <p><u>Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and CGM, Govt. of Gujarat shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p>	
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	<p>contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the UDD at different stages of customization and before release of final payment on completion of training and roll out of software.</p> <p>2.19.3. The UDD shall have the unrestricted right to deploy or use New ODPS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.</p>	<p><del>2.19.5 While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.</del></p> <p>2.19.6 The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to UDD for the entire period of contract, in case of product. All the licenses and support should be in the name of UDD from the date of procurement.</p> <p>2.19.7 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the SP shall act expeditiously to extinguish such claim. <del>If the SP fails to comply and UDD is required to pay compensation to a third party resulting from such infringement, the SP shall be responsible for the compensation including all expenses, court costs and lawyer fees.</del> UDD will give notice to the SP of such claim, if it is made, without delay where upon SP shall reimburse</p> <p><u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder 's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable</u></p>	
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		<p>use of the Goods or any part thereof in India, the SP shall act expeditiously to extinguish such claim. If the SP fails to comply and UDD is required to pay compensation to a third party resulting from such infringement, the SP shall be responsible for the compensation including all expenses, court costs and lawyer fees. UDD will give notice to the SP of such claim, if it is made, without delay where upon SP shall reimburse</p>	<p><u>such litigation, negotiations and settlements with counsel of its own choosing.</u></p> <p><u>The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u></p>	
56.	<p>Clause 2.20: Limitation of Liability/P29</p>	<p>The entire liability of the bidder shall be limited to Maximum (Limitation of liability) =Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.</p>	<p>The entire liability of the bidder shall <u>not exceed the total amount paid to Bidder by the Department in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) be limited to Maximum (Limitation of liability) =Payment made to the bidder</u> and explicitly exclude all direct, indirect, <del>and</del> <u>consequential, incidental, exemplary, special, punitive</u> losses impact, <u>or damages claims, liabilities, charges, costs, expenses or injuries, including but not limited to loss of use, loss of production, loss of profits or revenue, loss of data or interests costs, and for any claims of customers of the Department or other third parties claiming through the Department even if the party shall have been advised of the possibility thereof. etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.</u></p> <p><u>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Department or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Department, then Bidder shall be allowed an additional period of time to perform</u></p>	No change. As per RFP

			<p><u>its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Department. Such failures or delays shall be brought to the notice of the Department and subject to mutual agreement with the Department, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Department for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</u></p>	
57.	Clause 2.21: Force Majeure/p29	<p>2.21.1 Notwithstanding anything contained in the RFP, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.</p> <p>2.21.2 For purposes of this clause "Force Majeure" means an event beyond the control of the SP and not involving the SI's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the UDD regarding Force Majeure shall be final and binding on the SI.</p> <p>2.21.3 If a Force Majeure situation arises, the SP shall promptly notify to the UDD in writing, of such conditions and the cause thereof. Unless otherwise directed by the UDD in writing, the SP shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the</p>	<p>2.21.1 Notwithstanding anything contained in the RFP, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.</p> <p>2.21.2 For purposes of this clause "Force Majeure" means an event beyond the control of the SP and not involving the SI's fault or negligence and which was not foreseeable. Such events may include <u>act of God, acts of the Purchaser in its sovereign capacity</u> wars or revolutions, fires, <u>explosions</u> floods, epidemics, quarantine restrictions, <u>action or request of governmental authority, accident, labour trouble</u> and freight embargos. The decision of the UDD regarding Force Majeure shall be final and binding on the SI.</p> <p>2.21.3 If a Force Majeure situation arises, the SP shall promptly notify to the UDD in writing, of such conditions and the cause thereof. Unless otherwise directed by the UDD in writing, the SP shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p><u>In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay.</u></p> <p><u>If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 days, either party may at any time thereafter while such performance continues to be excused, at its option terminate the contract by notice in writing to the other party. However, Bidder shall be entitled to receive</u></p>	No change. As per RFP

		Force Majeure event.	<u>payments for all services rendered by it under this Contract.</u>	
58.	Clause 2.25: Arbitration/p30	<p>2.25.1 Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.</p> <p>2.25.2. The decision of the majority of arbitrators shall be final and binding upon both the parties.</p>	<p>2.25.1 Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.</p> <p>2.25.2. The decision of the majority of arbitrators shall be final and binding upon both the parties.</p> <p><u>The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any subsequent related amendments there to.</u></p>	No change. As per RFP
59.	Clause 2.26.2: Application Security Audit/p31	<p>b) Should any inspected or tested software fail to conform to the specifications, the UDD may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to UDD.</p> <p>e) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of UDD, the successful completion of the</p>	<p>b) Should any inspected or tested software fail to conform to the specifications, the UDD may reject the software and the SP shall <del>either replace/redevelop the rejected software or</del> make alterations necessary to meet specification requirements free of cost to UDD <u>provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the Department.</u></p> <p>e) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish <del>as per the agreed specifications to the entire satisfaction of UDD</del>, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as <u>per agreed scopesatisfactory</u>. On successful completion of acceptability test <del>as per agreed scope and process and after UDD is satisfied with the working of the software on the</del>, the acceptance certificate of UDD will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of</p>	No change. As per RFP

	<p>test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after UDD is satisfied with the working of the software on the, the acceptance certificate of UDD will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.</p>	<p>the software.</p> <p><u>Department will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</u></p> <p><u>The application software (if any) will be delivered/installed for acceptance to Department as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of Department. Department will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by Department. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by Department, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. Department will confirm acceptance in writing to Bidder. The Department shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Department if the Department (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</u></p> <p><u>Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the Department. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the</u></p>	
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			<p><u>Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</u></p>	
60.	<p>Clause 2.27: Change Request Orders/p32</p>	<p>2.27.1. During the development and O &amp; M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.</p> <p>2.27.2. UDD may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:</p> <p>a) Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for UDD;</p> <p>b) The place of delivery; and/or the Services to be provided by the SI.</p> <p>c) The bidder should be responsible for changes in the New ODPS system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.</p> <p>2.27.3. Once the change request is developed and implemented, it will become the part of the Software application.</p> <p>2.27.4. Training of personnel of the UDD</p>	<p>2.27.1. During the development and O &amp; M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall <del>not</del> be construed as change Request order <del>and instead will become part of scope of work accompanying this bid document</del> and necessary adjustments shall be made in the <u>contract price and delivery schedule.</u></p> <p>2.27.2. UDD may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:</p> <p>a) Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for UDD;</p> <p>b) The place of delivery; and/or the Services to be provided by the SI.</p> <p>c) The bidder should be responsible for changes in the New ODPS system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.</p> <p><u>If any change in Scope of Work causes an increase in the cost of, or the time required for, the SP's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.</u></p> <p>2.27.3. Once the change request is developed and implemented, it will become the part of the Software application.</p> <p>2.27.4. Training of personnel of the UDD in terms of hours/subjects will be <del>without any</del> <u>at an</u> additional cost.</p> <p>2.27.5. Any change during the operation and maintenance period should <del>not</del> be considered as a change request <u>and necessary adjustments shall be made in the contract price and</u></p>	<p>No change. As per RFP</p>

		<p>in terms of hours/subjects will be without any additional cost.</p> <p>2.27.5. Any change during the operation and maintenance period should not be considered as a change request. However, the bidder has to deploy Team mentioned in this RFP for any changes in the application.</p>	<p><u>delivery schedule.</u></p> <p>- However, <del>the</del> bidder has to deploy Team mentioned in this RFP for any changes in the application.</p>	
61.	Clause 2.28: Suspension	<p>UDD may, by written notice to SI, suspend all payments to the SP hereunder if the SP fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.</p> <p>2.28.1. Shall specify the nature of failure.</p> <p>2.28.2. Shall request the SP for remedy of such failure within a period not exceeding thirty (30) days after receipt by the SP of such notice of failure.</p>	<p>UDD may, by written notice to SI, suspend all payments to the SP hereunder <u>(except the payments for the work which has been completed by the SP as per the agreed scope)</u> if the SP fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.</p> <p>2.28.1. Shall specify the nature of failure.</p> <p>2.28.2. Shall request the SP for remedy of such failure within a period not exceeding thirty (30) days after receipt by the SP of such notice of failure.</p>	No change. As per RFP
62.	Section-II: Scope of Work/P34/Operations and Maintenance Support/P44	<p>The scope of services to be offered by bidder is detailed below:</p> <p>☑ The bidder shall be responsible for Development/Customization, Integration, Deployment, Implementation, Training, Hand Holding and Operation &amp; Maintenance Support for State wide, Online Development PERMISSION SYSTEM (ODPS) for 8 years including one year of warranty period. The bidder shall be responsible for providing all types of services as mentioned in this documents &amp; Scope of Work, as a part of this project.</p> <p>☑ Provide warranty/on-site maintenance</p>	<p>The scope of services to be offered by bidder is detailed below:</p> <p>☑ The bidder shall be responsible for Development/Customization, <del>Integration</del>, Deployment, Implementation, Training, Hand Holding and Operation &amp; Maintenance Support for State wide, Online Development PERMISSION SYSTEM (ODPS) for 8 years including one year of warranty period. The bidder shall be responsible for providing all types of services as mentioned in this documents &amp; Scope of Work, as a part of this project.</p> <p>☑ Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the Database S/W.</p> <p><u>Under this warranty, upon receipt of a notice, Selected Bidder</u></p>	No change. As per RFP

	<p>product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the Database S/W.</p> <p>☒ Application Testing through EQDC and Security audit of the application through CERT-In empanelled agency.</p> <p>During the O&amp;M period of 8 years the SP has to provide support for resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.</p> <p>Bidder has to deliver the final product with unlimited users' licenses to Govt. of Gujarat for the duration of the project if it is a COTS product.</p>	<p><u>shall remove the 'defect' in the deliverables. The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by Purchaser. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Selected Bidder and operation of the deliverables on incompatible hardware not recommended by Selected Bidder; (ii) any change, not made by Selected Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by Purchaser without the written permission of Selected Bidder; or (iv) defects in components or materials provided to Selected Bidder by Purchaser in connection with the preparation of the deliverable. In case of breach of this warranty, Purchaser's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to Purchaser if already paid by Purchaser. EXCEPT AS SET FORTH HEREIN, THE SELECTED BIDDER MAKES NO WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SELECTED BIDDER.</u></p> <p><del>☒ Application Testing through EQDC and Security audit of the application through CERT-In empanelled agency.</del></p> <p>During the O&amp;M period of 8 years the SP has to provide support for resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes. <u>The software updates,</u></p>	
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			<p><u>patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes cannot be treated as part of O&amp;M period originally and shall be done by the bidder only through change order process where necessary adjustments shall be made in the contract price.</u></p> <p><del>Bidder has to deliver the final product with unlimited users' licenses to Govt. of Gujarat for the duration of the project if it is a COTS product.</del></p>	
63.	Proposed System/P39	The both the agency, who is handling eNagar and this scrutiny system shall be equally responsible for the system availability.	The both the agency, who is handling eNagar and this scrutiny system shall be <del>equally</del> responsible for the system availability. <u>SLA should be applicable to bidder as mutually agreed contract terms</u>	
64.	Project Scope/P43	Note: The requirement of manpower is min. estimated and for the evaluation purposes only. Dept. reserves the rights to increase /decrease the manpower depending upon the workload and requirement initially at the time of award of contract or at any time during the contract after giving one month notice.	Note: The requirement of manpower is min. estimated and for the evaluation purposes only. Dept. reserves the rights to increase /decrease the manpower depending upon the workload and requirement initially at the time of award of contract or at any time during the contract after giving one month notice. <u>In case of increase in manpower by thye Department, the Department shall make the additional payment for such manpower.</u>	In case the manpower requirement increase or decrease the payment will be made accordingly as per the man-month rates finalized..
65.	Operations And Maintenance Support/P44-45	During Operation and Maintenance Period bidders are expected to carry out any no. of Change Request that is required due to change in functionalities, Act, Rule, GR etc. during the 7 years of Operation and Maintenance period. No additional payment will be made during O & M period.	During Operation and Maintenance Period bidders are expected to carry out any no. of Change Request that is required due to change in functionalities, Act, Rule, GR etc. during the 7 years of Operation and Maintenance period. <u>Department shall make the No-additional payment-will be made during O &amp; M period for such changes.</u>	No change. As per RFP
66.	Clause 3.1: Contract Period/P51	The contract period is of 8 years after go-live including 1 year of warranty period. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 years and 5 Years. The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to	The contract period is of 8 years after go-live including 1 year of warranty period. <del>However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 years and 5 Years. The SP agrees that in any case SP shall not terminate the contract. The SP shall also have a right to terminate this contract by giving 30 days written notice to the Department for breach of any terms and conditions hereof by Department provided the breach is not cured by Department within such notice period.</del>	No change. As per RFP



		<p>terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.</p>	<p><u>If any amount due and payable by Department under the Agreement is more than 30 days overdue; and there is no dispute between Department and Bidder/Vendor in relation to that amount, Bidder/Vendor may issue to Department a notice that payment is overdue. If Department fails to pay Bidder/Vendor within 7 days after the date of such notice, Bidder/Vendor may by a further notice to Department terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</u></p> <p><u>However, <del>t</del>The department reserves a right to terminate the contract by sending a 30 days prior written notice to the bidder in the events of non-performance of the agreed scope, security violations and non-compliance provided the non-performance is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Department and/or its other vendors or due to reasons of Force Majeure.</u></p> <p><u>Prior to providing a written notice of termination to the Selected Bidder, Department shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p> <p><u>In the event of the termination, Department shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.</u></p>	
67.	Cause 3.3: Payment Schedule/P53-54	<p>The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by UDD or its designated agency.</p>	<p>The invoice would be processed for release of payment within <del>45</del><u>30</u> days after due verification of the invoice and other supporting documents by UDD or its designated agency.</p> <p><u>All payments due for more than 30 days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Department and any such withholding by the Bidder shall not be treated as breach by</u></p>	No Change. As per RFP

			<u>it of the provisions of this Agreement. Invoices shall be deemed to have been accepted if Department does not furnish a written objection specifying the nature of the dispute within ten (10) days from the date of invoice.</u>	
68.	Form A: Bid Form/P59	We have read the provisions of bid and confirm that these are acceptable to us.  We further declare that bid is unconditional.	We have read the provisions of bid and confirm that these are acceptable to us, <u>subject to the deviations submitted along with the bid response.</u> -  We further declare that bid is unconditional <u>subject to the deviations submitted along with the bid response.</u>	No Change. As per RFP
69.	Form F: Price Schedule	The prices quoted above are exclusive of Taxes. Taxes as applicable will be paid extra as per the rate stated by Tax authority.	The prices quoted above are exclusive of <u>all type of govt. taxes/ duties, license fee and levies including Central Sales Tax and Entry Tax or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Purchaser shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Purchaser. Each party is responsible for its own income taxes, corporate taxes and franchise taxes. The Price should not be linked to the foreign exchange or any other variable.</u>  Taxes as applicable will be paid extra as per the rate stated by Tax authority.  <u>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.</u>	No change. As per RFP
70.	Form G: Performance Security Form, p67-68	Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such	Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ <del>and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.</del> <u>Unless the demand/claim under this guarantee is served upon</u>	No Change. As per RFP

		<p>period as may be desired by the SELLER on whose behalf this guarantee has been given.</p>	<p><u>us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u></p> <p><u>Please add:</u>  <u>This Bank Guarantee issued by _____ Bank, on behalf of the Bidder in favor of Purchaser is in respect of the Contract/agreement dated _____.</u></p> <p><u>As communicated by Bidder on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by Purchaser, in respect of pervious contracts between Bidder and Purchaser</u></p> <p><u>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and Purchaser.</u></p>	
71.	<p>Clause 4.2.1: Implementation related penalty of service levels/ Annexure-3: SERVICE LEVEL AGREEMENT</p>	<p>Delay of no more than 3 weeks for any given stage AND no more than 6 weeks' time cumulatively for the entire project.</p> <p>After 4 weeks will attract a 0.25% penalty per week of delay (on that milestone payment); (Max 10%).</p> <p><b>Note:</b> If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of UDD. If delay exceeds maximum delay weeks at the particular milestone, UDD may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be</p>	<p>Delay of no more than 3 weeks for any given stage AND no more than 6 weeks' time cumulatively for the entire project.</p> <p>After 4 weeks will attract a 0.25% penalty per week of delay (on that milestone payment); (Max <del>5</del>10%).</p> <p><b>Note:</b> <del>If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of UDD.</del> If delay exceeds maximum delay weeks at the particular milestone, UDD may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.</p>	No Change. As per RFP

		<b>forfeited.</b>		
72.	Clause 4.2.2: Operational Related Penalty	<p>Absence of Manpower and not made alternate arrangement &gt; 1 Day 1000 per day</p> <p>Not recruited/deployed manpower &gt; 7 days to &lt; 15 days 1000 per day &gt; 15 days 2000 per day</p> <p>Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons are taken into account while calculating the availability/ uptime requirement:</p> <p>Time lost due to power or environmental failures;</p> <ul style="list-style-type: none"> <li>☒ Time taken to recover the system because of power or environmental failures;</li> <li>☒ Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes;</li> <li>☒ Time taken for reconfiguration or other planned downtime situations;</li> <li>☒ Scheduled shutdowns as required by Department</li> </ul>	<p><del>Absence of Manpower and not made alternate arrangement &gt; 1 Day 1000 per day</del></p> <p><del>Not recruited/deployed manpower &gt; 7 days to &lt; 15 days 1000 per day</del> <del>&gt; 15 days 2000 per day</del></p> <p><u>The total cumulative penalty under all the provisions of the contract shall not exceed 5% of the contract value.</u></p> <p>Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons are taken into account while calculating the availability/ uptime requirement:</p> <p>Time lost due to power or environmental failures;</p> <ul style="list-style-type: none"> <li>☒ Time taken to recover the system because of power or environmental failures;</li> <li>☒ Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes;</li> <li>☒ Time taken for reconfiguration or other planned downtime situations;</li> <li>☒ Scheduled shutdowns as required by Department</li> </ul> <p><u>Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Purchaser such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder;</u></p> <p><u>Time taken for booting the system</u></p> <p><u>Time lost due to unavailability of links Mis-handling of system by any person other than Bidder's authorized representatives.</u></p>	No change. As per RFP
73.	Annexure-6: Affidavit, p75-76	All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by	All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same, <u>subject to the deviation sheet submitted by</u>	No Change. As per RFP

		me which are completely acceptable to me and I agree to abide by the same.	<u>the Bidder along with the Bid Proposal.</u>	
74.	Annexure-6: Affidavit, p75-76	I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.	<del>I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.</del>	No Change. As per RFP
75.	Annexure-6: Affidavit, p75-76	My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .	<del>My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .</del>	No Change. As per RFP
76.	General	Additional clauses for incorporated	Co-ordination Purchaser will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. Purchaser will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various Bidder's Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from Purchaser to take decisions and give timely approvals as per the need of the project.	No Change. As per RFP
77.	General	Additional clauses for incorporated	Assistance The Purchaser will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the Bidder, before the service is undertaken by Bidder. Necessary and sufficient time will have to be spent by Users in Purchaser with Bidder personnel during this stage of the assignment.	No Change. As per RFP

78.	General	Additional clauses for incorporated	<p>Methodology, Tools and Techniques</p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying technical proposal. Any change in these, if desired by Purchaser will need to be communicated to the Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p>	No Change. As per RFP
79.	General	Additional clauses for incorporated	<p>Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the Purchaser will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p>	No Change. As per RFP
80.	General	Additional clauses for incorporated	<p>Cost Escalation</p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by Purchaser, non-availability of facilities at Purchaser site, increase in the scope of the agreed Change-Requirements or increase in Purchaser's implementation support requirements etc., Bidder will bring this to the attention of the Purchaser. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	No Change. As per RFP
81.	General	Additional clauses for incorporated	<p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Agreement.</p>	No Change. As per RFP
82.	General	Additional clauses for incorporated	<p>Change Management Procedure</p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the Purchaser to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to Purchaser for its approval within a</p>	No Change. As per RFP

			<p>reasonable time period. Bidder will incorporate the change after receiving the Purchaser's written approval. In case of delay in approval by the Purchaser, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the Contract will be conveyed by Bidder to the Purchaser. These will be evaluated jointly by AI and Bidder and will be provided by the Purchaser at no cost to Bidder.</p>	
83.	General	Additional clauses for incorporated	<p><b>Non-solicitation</b></p> <p>Either Party will neither offer to employ nor employ, directly or otherwise, any employee of the other Party, associated for the purpose of, or with the assignment, during the subsistence of this assignment and two years from the completion of the assignment arising herefrom.</p>	No Change. As per RFP
84.	General	Additional clauses for incorporated	<p><b>Deliverables</b></p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p>	No Change. As per RFP
85.	General	Additional clauses for incorporated	<p><b>Tata Code of Conduct:</b></p> <p>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The Purchaser undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.</p>	No Change. As per RFP
86.	General	Additional clauses for incorporated	<p><b>General Indemnity</b></p> <p>The Purchaser will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the Purchaser by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</p>	No Change. As per RFP
87.	General	Additional clauses for incorporated	<p><b>Assignment</b></p> <p>Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party</p>	No Change. As per RFP

88.	General	Additional clauses for incorporated	<p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p>	No Change. As per RFP
89.	General	Additional clauses for incorporated	<p>Publicity</p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>	No Change. As per RFP
90.	General	Additional clauses for incorporated	<p>Entire Understanding</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	No Change. As per RFP
91.	Page : 13 Item:1.4.2 S.No:4 Page : 22 Item : 2..5	The bidder (Lead Member in case of consortium) should have a combined turnover of Rs. 50 crores in the past three financial years. (Combined 3 year total turnover is Rs. 50 crores)	To make eligible for real solution provider to participate the turnover can be reduced to 25 crores.	No Change. As per RFP
92.	Page 14 & 15	<p>Notes:</p> <p>1. COTS means commercially Off-The-Shelf: The software application should be readily deployable with or without configuration to suit the customer's specific process requirements and does not involve developing the application from scratch. COTS software shall be implementable or deployable and maintainable by any other competent agency other than the manufacturer or agency which has developed the COTS software.</p> <p>Proposed COTS software solution shall also be available with complete transparency including operation</p>	<p>Source code of the COTS is the exclusive IP rights of the Manufacturer and can not be leveraged to anybody. Any customization and enhancement if any on the COTS during the project execution then, that components only can be given to the authority.</p> <p>Kindly amend the same.</p>	As above.



		manuals, help documents and source code for customization.		
93.	Page : 31 Item 2.26.2	Application Security Audit: In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.	As the ODPS software is belongs to the Authority the Security audit expenses can be provided by the authority.	No Change. As per RFP
94.	<b>Page : 22 &amp; 23</b> <b>2.9.5.</b> <b>Technical Evaluation</b>	1.B Overall Technical Capability - No. of technical resources on Companies roll as on Bid submission Date <=75 resources: 3 Marks 75 to <150 resources: 4 Marks More than 150 resources: 5 Marks	IT can be the combined manpower of all the consortium members. The number seems to be huge and it can be reduced. Kindly Clarify.	No change. As per RFP
95.	<b>Page : 22 &amp; 23</b> <b>2.9.5.</b> <b>Technical Evaluation</b>	2.A COTS solution deployed and successfully in use at ULBs or any similar bodies (Experience of OEM for the If number of ULBs 15 to 20 – 5 Marks If number of ULBs 21 to 25 – 8 Marks If number of ULBs 26 to 30 – 10Marks If number of ULBs > 31 then – 15 Marks	In some of the states the authority is named as LPA (Local Planning Authority) so in place of ULBs, LPAs also considered wherever in the tender.  Kindly amend the same.	It is already mentioned that COTS solution deployed and successfully in use at <b>ULBs or any similar bodies. Hence, LPA will be considered, if similar kind of activities.</b>
96.	<b>Page : 22 &amp; 23</b> <b>Item : 2.9.5. S.No. 2A, 2E</b>	2. E State-wide deployment with centralized architecture (minimum 50 ULBs in one work order) If work order =1 then 5 Marks	This point is restricting the real bidders to participate in this tender it can be reduced to atleast one state wide successful implementation without limitation of ULB's.	No change. As per RFP
97.	<b>Page : 8</b>	The bidder shall submit the DD of Rs. 15,000/II towards bid processing charges and DD/Bank Guarantee of Rs. 45,00,000/II(Rupees Forty Five Lacs) towards EMD/Bid Security in sealed cover.	The EMD is very huge. Can be reduced to affordable for all proposed bidders.  Kindly consider.	No change. As per RFP
98.	General	Total No of Concurrent users using this system (Number of hits at the server at a given time)	kindly clarify on the approximate number of concurrent users using this system for all the categories i.e. users, administrators etc.	As above.
99.	Page No:42	Manpower Deployment	Do the system development and integration with other systems has to be done at onsite or offshore. Please clarify?	As per RFP

100.	Page No:44	Training	Approximately how many users need to be trained?	As per RFP.
101.	Roles and Responsibilities of Stakeholders – Page 35	Respective Municipal Corporation/UDA/ADA/ Nagarpalika/ GP shall provide all IT Infrastructure and supporting software required at their sites/locations	Supporting software shall include a drawing software like AutoCAD. Please confirm	The bidder shall provide CAD solution/open source CAD solution or any other drawing solution to run the system at each ULBs.
102.	Roles and Responsibilities of Stakeholders – Page 35	Bidder shall provide CAD Solution/ open source CAD solution to run the system at each ULBs	Bidder shall provide a scrutiny utility based on CAD/open source CAD which will scrutinize the input drawing. Please confirm	As per RFP.
103.	Proposed System – Page 37	UD&UHD has already initiated the e-Nagar project having separate application modules for Architect license registration, building permission application, issuance of BU certificate and recording of progress entry of development etc	Is the existing system also having a drawing scrutiny component? If yes, is its design to be kept in consideration while developing new system?	No.
104.	Proposed System – Page 39	The system shall be integrated with following internal / external agencies wherever the backend system is ready with respective authority	Is there a separate drawing scrutiny required for any of the internal/external agency? If yes, Please mention	As above.
105.	Proposed System – Page 39	The system shall be integrated with following internal / external agencies wherever the backend system is ready with respective authority	Bidder shall not be responsible for developing verification functionalities of internal/external agencies and shall just ensure the integration aspect. Please confirm	As above.
106.	Project Scope– Page 41	Departmental functional requirements, business processes and user requirements as provided by the stakeholders. Finalization of the baseline requirement based on above inputs.	Is the study of bye-laws of various ULBs and bringing them to a common understanding part of bidder's scope?	As per RFP.
107.	Proposed System – Page 38	After Login, Architect/ Engineer can submit application online along with proposed Plan	For submitting the proposed plan, the applicant is required to have a CAD environment on local system. Please confirm	As per RFP.
108.	Proposed System – Page 38	If built-up area is greater than 125 sq mt then scrutiny team deputed at various level as per work order shall scrutinize drawing and generate detailed scrutiny reports after scrutiny of plan	The deployment of scrutiny team at various level is not part of bidder's scope. Please confirm	Bidder has to facilitate the scrutiny team.

109.	Functional and Technical Requirements of the system – Page 47	With GIS System for extracting plot information before permission and posting permission data on GIS database after permission	What are the GIS layers provided by department for development of various GIS functionalities required in envisages ODPS solution?	Tentative GIS layers to be provided by department as under; <ul style="list-style-type: none"> <li>• Development plan</li> <li>• Town planning scheme</li> <li>• Requirement of NoC as per GDCR</li> </ul>
110.	Functional and Technical Requirements of the system – Page 47	A computerized /automated scrutiny report indicating the required/permisible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.	Do all the given parameters need to be calculated for all types of buildings? If no, please provide a minimum list of parameters which should be checked for specific type of buildings.	Department will facilitate to successful bidder, if required.
111.	Proposed System – Page 38	Fee can be paid through payment gateway of eNagar	Any online payment will be done through existing eNagar application only and hence integration with any third party payment gateway will be out of scope of envisaged ODPS solution. Please confirm	Yes.
112.	Functional and Technical Requirements of the system – Page 46	Automatically identifies and reads the development plan and objects from the drawing, Map objects in drawing to DCR and should generate variance report	Does it mean that the applicant will provide the drawings in layers instructed by Department or is there scope of parameter marking by the applicant as instructed by the envisaged ODPS solution	There is a scope of parameter marking by the applicant as instructed by the envisaged ODPS solution
113.	Functional and Technical Requirements of the system – Page 46	System should auto-detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential-Commercial Mixed etc )	Does this needs to be auto-detected based on land use zone as there is no way to detect it based on provided drawing. The user should provide the information for the applied project	Yes
114.	Functional and Technical Requirements of the system – Page 47	A computerized /automated scrutiny report indicating the required/permisible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed	Which are the parameters whose violation has to be digitally reported in the report? Which violations can be geometrically represented in the report?	If drawing is not submitted as per GDCR, those parameters can be geometrically represented in the report
115.	Functional and Technical Requirements of the system – Page 47	The bidder shall be responsible to develop Mobile application of ODPS and shall be integrated with eNagar Mobile application.	What is the scope of mobile application in terms of required functionality?	As above.
116.	Functional and Technical Requirements of the system – Page 48	The system shall have the facility of inclusion of accreditation program and clear responsibility and liabilities for Architects/ Engineers engaged in	Is there a standard process defined for accreditation program across Gujarat state?	No.

		Construction and development process		
117.	Scope of Work – Page 33	Stages of Development Permission life cycle for a Proposal	If there are multiple iterations of approval, please mention the scrutiny parameters for each iteration	Yes, may be possible.
118.	Citizen Interface Features – Page 50	Multiple Channels for Service Delivery: Citizens shall be able to avail various UD&UHD services through multiple channels e.g. Online Portal, Citizen Civic Centers.	What is the scope in terms of providing the citizen interface from citizen civic centers?	This was clarified in the pre-bid meeting that such services shall be part of eNagar. Only, in case of integration assistance may be required.
119.	Generic		Is there any penalty provision for buildings not constructed according to the approved plan. Should the envisaged BPSAS system automatically calculate such penalty?	Yes, it is a part of building approval system.
120.	Generic		In case of penalty calculation, is comparison required from manually approved Building Plan. If yes, what digitized data will be provided by the department for old approved plans and what parameters needs to be compared for calculating penalty	In case if digitized data not available, the data shall be fetched automatically from application form filled by applicant.
121.	Proposed System Page-37	The scrutiny system shall be integrated with the existing e-Nagar application as a front end.	We request GIL to arrange a session for the participants, to get a better understanding of the existing e-Nagar application and existing development permission process which the proposed solution needs to be integrated.	The scope of e-Nagar is enclosed
122.	Generic	Generic	Does the Application needs to have BI Lingual Capabilities? If yes, kindly let us know the languages that need to be incorporated?	Yes. Gujarati is preferable.
123.	General and Special conditions of the contract.	All SCC and GCC clauses	We request GIL to keep provision of contractual clause discussion (GCC & SCC) and change in any clause with mutual consent during negotiation and contract signing stages. We request you to kindly confirm	No Change. As per RFP
124.	2.27. Change Request Orders-Page 32	General	We understand that any changes, modification, addition, or deletion to, in, or from the project should be mutually agreed between department and the bidder. Kindly consider the request.	No Change. As per RFP
125.	2.26.2. Application Security Audit: Page 31 Page-34	In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance	We understand the bidder has to do security Auditors as per CERT-In guidelines considering all applications security aspects. Please confirm.	As above.

		Certificate issued by CERT-In Empanelled Security Auditors. Application Testing through EQDC and Security audit of the application through CERT-In empanelled agency.		
126.	4.2.3. Operational Related Penalty for Handholding Support -Page 71	Operational Related Penalty >1 Day: 1000 per day >7 Days to <15 days: 1000 per day > 15Days: 2000 per day	We request GIL to reduce the penalty per day as per below: >1 Day: 200 per day >7 Days to <15 days: 400 per day > 15Days: 1000 per day	No change. As per RFP
127.	Annexure 3:- Service Level Agreement, Page-69		We request to keep provision Service Level Agreement and change in any clause with mutual consent during negotiation and contract signing stages. Please accept.	No change. As per RFP
128.	4.2.1.1. Implementation related penalty for Application software, Page-70	Penalty/Breach ☒ After 4 weeks will attract a 0.25% penalty per week of delay (on that milestone payment); (Max 10%).  ☒ Will attract a 0.1% penalty per day till it is rectified with a fix. Up to 2%.  ☒ Delay to resolve as per Severity level problem (1/2/3) on more than two occasions in a quarter shall attract a penalty of 0.25% per week (in that quarter payment).	We requite to please change the clause as below: ☒ After 4 weeks will attract a <b>0.15%</b> penalty per week of delay (on that milestone payment); (Max <b>5%</b> ).  ☒ Will attract a 0.1% penalty per day till it is rectified with a fix. Up to <b>1%</b> .  ☒ Delay to resolve as per Severity level problem (1/2/3) on more than two occasions in a quarter shall attract a penalty of <b>0.15%</b> per week (in that quarter payment).	No change. As per RFP
129.	1.4.2. Pre-Qualification Criteria, Page no+B3:D35	The Bidder (All members in case of consortium) should be an Indian Company, registered under the Indian Companies Act 1956 and The Bidder (Any one member in case of consortium) should be in existence for the last 5 years and in the business of providing software solution for automation of building plan scrutiny.	Request to kindly consider the clause as follows:  The Bidder (All members in case of consortium) should be an Indian Company, registered under the Indian Companies Act 1956 and The Bidder (Any one member in case of consortium) should be in existence for the last 5 years and in the business of providing software solution for automation of building plan <b>approval/scrutiny</b> .	No change. As per RFP
130.	1.5 Eligible Goods and Services, Page 15	Software solution shall also be available with complete transparency including operation manuals, help documents and source code.	In case of bidder proposing COTS product, the source code is not shared by COTS OEM. Request this clause to be revised as, "Software solution shall also be available with complete transparency including operation manuals, help documents and source code (in case of custom development by bidder)."	As above.

			Request the above revision to be reflected wherever source code requirement has been mentioned.	
131.	1.12 Bid Security - Earnest Money Deposit (EMD), Page 17	Earnest Money Deposit Rs. 45,00,000/- (Rupees Forty Five Lacs) in the form of DD/Bank Guarantee in favour of "Gujarat Informatics Ltd." payable at Gandhinagar/Ahmedabad with a validity of 180 days from the submission of the bid.	Request for the following details for EMD BG: 1) BG Format (if specifically required) 2) Bank Details of GIL	BG format is attached herewith along with Bank details.
132.	2.9.5: Technical Evaluation: 1. Past Experiences and Organizational Strength of the Bidder, Page 22	1.A Experience of working in Application Development/successful Product implementation Projects for Government /ULBs or any similar bodies in India	1) Our understanding is "Client Certificates" refers to Completion Certificates. Kindly confirm. 2) Our assumption is Bidder can submit project completion emails from customer for completion certificates. Kindly confirm.	As per RFP
133.	2.9.5: Technical Evaluation: 2. Product Capability, Page 22	2.A COTS solution deployed and successfully in use at ULBs or any similar bodies (Experience of OEM for the proposed product will be considered)	Our understanding is the customer list needs to be of OEM which can be projects not specifically implemented by Bidder responding to this RFP. Kindly confirm.	As per RFP
134.	2.9.5: Technical Evaluation: 2.A, 2.C, 2.D, 2.E, Page 22 & Page 23	Customer Official contact number	Due to NDA with customers, bidder may not be able to share customer representative contact numbers. Bidder can however coordinate for any reference calls with customers. Request this point to be revised or deleted.	As per RFP
135.	Annexure 6 - AFFIDAVIT, Page 75	To be submitted physically	While we understand on the physical submission, does the bidder need to submit a soft copy along with technical response? Kindly confirm.	Original AFFIDAVIT need to be submitted along with EMD & Bid processing fees. Physically at GIL
136.	3. SECTION – II Scope of Work, Page 47 , Compliance Statement for Functional performance requirement of System, Point 16	The bidder shall be responsible to develop Mobile application of ODPS and shall be integrated with eNagar Mobile application.	1) Please elaborate on the scope of mobile application and the integration points with eNagar Mobile application.	As above.
137.			2) Please provide more details of the features implemented by the eNagar Mobile application and the interfaces it provides.	As above.

138.	3. SECTION – II Scope of Work, Page 51 , Mobile Application	The mobile application should be based on latest WAP technology.	Should the application be WAP browser based responsive pages or native applications that need to be installed on mobile phones.	As per RFP
139.	3. SECTION – II Scope of Work, Page 49, Cots Based user interface	Single Sign-on (for all the users) for accessing all the modules.	Kindly provide details applications which needs to be integrated with Single Sign On.How many users (internal & external) should be consider for such a solution.	Discussed in pre-bid
140.	3. SECTION – II Scope of Work, Page 48, Compliance Statement for Functional performance requirement of System, Point 25	Digital Signature. System shall be compatible with digital signature and QR code for approvals through system by competent authority/authorities.	Pls. provide the approx. Volume of document to be digitally signed.	Shall be incorporated in eNagar/IFP.
141.	3. SECTION – II Scope of Work, Page 33	Customization of application as per DCR of each category of Authority (Category D1 to D11) as specified below and deployment of application on centralized server for 190 Authorities.	As per RFP, Application will be hosted in SDC which is Primary Site. Do we have DR site? , If Yes what would be infra %, Data Replication, RPO & RTO.	DR site will be decided at a later date. Necessary compute power and storage will be provided and necessary system software will be procured at that point in time.
142.	3. SECTION – II Scope of Work, Page 34	Bidder is required to propose the required compute power, storage and other requirement to host the application at Primary Site. The necessary compute infrastructure will be provided by Govt. of Gujarat as a part of SDC.	Do we need to propose Network Devices? Do we need to propose Security Devices like Firewall, IPS, Antivirus.?	No
143.	3. SECTION – II Scope of Work, Page 38	Conceptual View of State Datacenter : The same system shall be hosted in State Data Center.	Do we need to propose Internet Bandwidth at SDC & between SDC & 190 Authorities? As per page # 35 - Roles and Responsibilities of Stakeholders section, GIL will provide Rack space, Electric Power & Cooling system for Infra.	No
144.	3. SECTION – II Scope of Work, Page 35	Roles & Responsibilities: 3. Municipal Corporations will provide all Server and IT Infrastructure at their locations required to run the main application. 4. Respective Municipal Corporation/UDA/ADA/ Nagarpalika/ GP	Do we need to propose Server & Network Infra required at Municipal Corporation, Nagarpalika & GP sites.	No.

		shall provide all IT Infrastructure and supporting software required at their sites/locations.		
145.	Annexure 3:- Service Level Agreement, Page 70	4.2.1. Implementation related penalty of service levels: Application Availability required : 99.7%	Assumed this will be calculated for Application specific downtime. Downtime due to network, Server or connectivity will not considered for availability Calculation.	Yes.
146.	3. SECTION – II Scope of Work, Page 45	Operation & Maintenance Support: Synchronize the application release in all application servers of UDD, and Far DR.	Not clear if DR is Available. Nowhere mentioned about DR Site.	As above.
147.	General Query		There is no scope defined in the RFP for service desk and enterprise monitoring solution. Please clarify.	Not in scope
148.	General Query		How many concurrent users are expected to use the mobile app?	As above.
149.	General Query		How is the current connectivity between DC & DR(If Available) and other locations along with bandwidth	As above.
150.	General Query		What is the available IT Infra components at DC & DR(if Available), and other locations	As above.
151.	General Query		Is there any existing Internet connectivity at DC, DR(if Available) & other locations	As above.
152.	General Query		What is the requirement of HA at DC & DR(if Available) and other locations, if any	As above.
153.	General Query		We understand that Floor space, Power, Electricity, Cooling, UPS, DG Sets, other DC requirements etc. will be provided by GIL	Yes at SDC
154.	General Query	\	We understand AD, DNS, LDAP, Email/SMS , AV, NMS, Patch, Backup Server, NTP server, etc will be provided by GIL	Yes at SDC
155.	General Query		Total and Concurrent number of internal / external users along with each connection sizes	AS above.
156.	General Query		What is the current backup solution with retention policies? What is the backup requirement / Data retention / Offsite back?	As per SDC policy
157.	General Query		Is virtualized environment preferred?	As per SDC policy
158.	General Query		Is SI will be provided with VPN connectivity with required access on Infra to manage the same from remote locations	AS per SDC policy
159.	General Query		Operation & Maintenance Support: Can bidder provide remote infrastructure support during the 8 years of O & M (Including 1 year warranty)? If not where the manpower should be	AS per RFP



			deployed?	
160.	General Query		DR Drill Frequency if DR Available	As per SDC policy
161.	General Query		DC-DR Link Details, If DR Available	As per SDC policy
162.	General Query		DC & DR Internet Link details if DR Available	As per SDC policy
163.	General Query		Tape Library Availability & Requirement at (DC +DR)	As per SDC policy
164.	General Query		Backup Media Availability & Requirement at (DC + DR)	As per SDC policy
165.	General Query		Fire Proof Media Storage Requirement	As per SDC policy
166.	General Query		Offsite Tape Storage Provisioning	As per SDC policy
167.	General Query		Backup Software Availability & Requirement at (DC + DR)	As per SDC policy
168.	General Query		who will provide SSL Certificate Provisioning at (DC + DR)?	As per SDC policy
169.	General Query		Does GIL currently using any EMS which GIL wants bidder to user for the new infrastructure Or GIL expects bidder to propose new EMS solution.	No EMS solution required
170.	General Query		Is there any specific database security requirement like role based security, data encryption?	As per SDC policy
171.	Prequalification Criteria for Proposed COTS product (Page 14)	COTS Product should have been deployed at least one state-wide implementation with single work order of more than 15 ULBs or similar bodies in India with centralized architecture. Declaration Letter from OEM with names of clients and work order shall be attached.	To ensure that COTS product is proven and its implementation has been successful at state wide level , we request you to make it mandatory for bidders to submit <u>Completion Certificate signed by client</u> along with Work Order copy.	No Change. As per RFP
172.	1.11. Documents Comprising the Bid (Page 16)	The bid processing fee of Rs. 15,000/- (Rupees Fifteen Thousands Only) inform of DD and EMD of Rs. 45,00,000/-(Rupees Forty Five Lacs) in	Public Procurement Policy for SMEs as notified by the Government of India, vide Gazette Notification dated 23.03.2012 exempt companies registerd under NSIC (National Small Industries Development Corporation) from submission of	No Change. As per RFP

		form of DD/Bank Guarantee are to be submitted physical in the form favoring of "Gujarat Informatics Ltd." in sealed cover	EMD. This is to promote the growth of SMEs. Please confirm that such exemption will be valid for this bid subjected to attaching the NSIC certificate.	
173.	Detailed Evaluation Criteria: Product Capability (Page 22)	COTS solution deployed and successfully in use at ULBs or any <u>similar bodies</u> If number of ULBs 15 to 20 – 5 Marks If number of ULBs 21 to 25 – 8 Marks If number of ULBs 26 to 30 – 10 Marks If number of ULBs > 31 then – 15 Marks	(1) Since the project is meant for ULBs, we request you to remove the words "similar bodies" and consider successful deployment for ULBs only.  (2) Considering the implementation of solution to be done at about 190 ULBs, maximum marks provided for only 31 ULBs seem to very low and will not really indicate the capabilities of the COTS solution. The department will increase the success rate of project by selecting a COTS product proven and working successfully (certificate from client should be attached) in at least 60% of required number of ULBs. Therefore, we request you to modify the marks for the evaluation of this criteria as follows: If number of ULBs 15 to 20 – 5 Marks If number of ULBs 21 to 50 – 8 Marks If number of ULBs 50 to 100 – 10 Marks If number of ULBs > 100 then – 15 Marks	No Change. As per RFP
174.	1.4.2. Pre-Qualification Criteria:(Page 14)	The bidder/ lead bidder / Consortium Partner should have a combined turnover of Rs. 50 crores in the past three financial years. (Combined 3 year total turnover is Rs. 50 crores as on March 31st 2017) Copy of the last three years (i.e. 2014-15, 2015 – 16 and 2016 - 17) audited financial Statements / Audited Balance Sheet should be attached.	Since audits and AGMs are allowed till 30th September 2017 for FY 2016-17 by Govt. of India; many companies may not yet have the audited balance sheet for FY 2016-17, therefore we request you to consider <u>CA certificate for turnover for FY 2016-17</u> , in lieu of audited balance sheet.	Provisional balance sheet along with CA Certificate will be accepted for year 2016-17.
175.	Detailed Evaluation Criteria: Product Capability (Page 22)	State-wide deployment with centralized architecture (minimum 50 ULBs in one work order) If work order =1 then 5 Marks Enclose work order/ agreement copy with Customer Official contact numbers	Since having work order in hand does not necessarily indicate & ensure the proven performance and capabilities of the COTS product and bidder, we request you to kindly make it mandatory that the bidder must furnish the work order along with <u>completion certificate signed by client</u> to substantiate the successful deployment of COTS product.	No change. As per RFP
176.	2.26. Inspection/Testing (Page No. 30)	As per Govt. Of Gujarat circular dated 10th March 2006, the UDD applications must be tested at EQDC, GIDC,	The time taken for EQDC and Security Audit varies and is beyond the control of the SP.	No change. As per RFP

		Gandhinagar or at the location specified by UDD at the cost of SI. In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP	Therefore, we request you consider that the (T0+22 weeks) delivery milestone should be considered complete on Development and deployment of Whole Application.  The time taken for EQDC & Security Audit shall be not included in this delivery milestone.	
177.	3.2. Project Schedule (Page 52)	Development of Whole Application, UAT and Training, Security Audit and EQDC Testing and Go-live (T0+22 weeks)		No change. As per RFP
178.	2.27. Change Request Orders (Page 32)	During the development and O & M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document. Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for UDD;	Since the scope of bidder is to provide Scrutiny Engine Software (as mentioned in RFP and as per the diagram on page 40 of RFP under Proposed Solution Framework) , the successful bidder should be responsible for any changes in the DCR Scrutiny Engine only.  Since entire workflow, input and out put will be through e-nagar application, any other changes including changes in DSS, MIS, workflow, reporting should be in e-nagar application only, and should not be the responsibility of TSP of ODPS.  Kindly review this and provide more clarity on the change requests and exact deliverables from ODPS vendor and e-nagar vendor.	This has been clarified in pre-bid meeting.
179.	4.2.1. Implementation related penalty of service levels	Availability of application-Software solution covering all business functionalities - 99.7% availability - Will attract a 0.1% penalty per day till it is rectified with a fix. Up to 2%.	(1) Kindly clarify the 0.1% penalty will be calculated on which amount? We suggest a fixed amount for such penalty as % will not be justifiable considering that the project cost includes varied costs of licenses, maintenance, operations and many of those components have no bearing on the availability of the application. (2) Since, the public or user interface / workflow is through e-nagar application, in case of any issues with e-nagar application the availability of ODPS will be affected. Kindly clarify the methodology to monitor the availability of ODPS application and calculate the penalty in such cases.	Penalty against availability of application shall be deducted from the QGR of that particular quarter with a maximum value of 2% of that QGR value.
180.	2.9.5. Technical Evaluation: Final Evaluation of Bid (Page 25)	The Technical bid shall have a weightage at 50% in the overall evaluation of the bid and the Commercial (Financial) bid score shall have a weightage at 50% in the overall evaluation	Considering the technical complexity and specialized application required for this project, we request you to consider significantly higher weightage to technical bid as compared to commercial bid (such as 80:20), so that bidders with qualitatively higher technical strength and proven capabilities	No Change. As per RFP

			get the preference. This will increase the chances of success of the project.	
181.	Proposed System (Page 39)	9. The system shall be integrated with following internal / external agencies wherever the backend system is ready with respective authority;	(1) As per our understanding, the scope of bidder is to develop, customize and deploy DCR scrutiny system, all other activities will be through e-nagar. kindly clarify that our understanding is correct. if not, kindly provide exact break up of activities for ODPS and e-nagar. (2) It may be noted that since the application form will be received by the e-Nagar platform the responsibility of integration should be with e-Nagar. Will TSP for ODPS provide only the required APIs for data from ODPS to e-Nagarpalika?	This has been clarified in pre-bid meeting.
182.	Functional & Technical Requirements of the System (Page 47)	Integration		This has been clarified in pre-bid meeting.
183.	Functional & Technical Requirements of the System (Page 47)	User Authorization: QR code system Digital Signature. System shall be compatible with digital signature and QR code for approvals through system by competent authority/authorities.	As per our understanding, the SMS gateway and digital signer component & keys shall be provided by department/ respective ULB/ authority. Kindly confirm. Further, since the user registration etc will be done through e-nagar applications (as per diagram on page 40), the SMS gateway, Digital Signatures etc should be integrated with e-nagar and should not be under the scope of vendor of ODPS. This is another example of ambiguity/ overlap in the functionality of ODPS and e-nagar. We therefore again request you to bring more clarity on the functionalities and scope of work for ODPS and e-nagar application respectively.	As above.
184.	Proposed System (Page 37)	The bidder shall have to use the existing e-Nagar application for registration, basic work flow, reporting, Mobile Application and user authentication system as a front end for all the ULBs and investor Facilitation Portal (IFP) developed by Government of Gujarat shall be used for the External users through Investor Facilitation Portal.	While we fully appreciate the department thoughts of avoiding duplicate work and not to repeat what is already available in e-Nagarpalika solution our experience envisage several challenges in depending solely on e-nagar application for workflow of ODPS solution, as follows: 1. e-nagar is a generic service platform connecting citizen to Municipality services. However the ODPS is very specific in nature with multiple services running and built on standard technology platform, bringing together wide variety of regulation related parameters like Building Use/subuse , locality , zoning information , TDR related inputs, Master plan related inputs. The complexity of Building Permit System would therefore warrant some specific pages designed in the same application. Basic parameters like Owner information, Architect information , land information may however be picked from the e-nagar application. Therefore the customizations for a particular service would create implementation complexities and will affect smooth functioning of ODPS.	This has been clarified in pre-bid meeting.

2. A single window system for all desired NOCs for building permission including Integration with different external agencies like AAI, NMA, environmental would need inputs from user. Those are to be connected along with planned scrutiny parameters. These could not be facilitated through e-nagar application and must have interface to fetch required inputs for successful integration with these internal/external authorities.

3. The systems needs to have Bidirectional Integration with GIS. Posting data in GIS after scrutiny with all sanctioned parameters will be easier through dedicated Single window system for ODPS.

4. Approval flows, digital signing of plans & permit certificates are closely connected with plan scrutiny parameters hence keeping a single database would avoid performance issues. Therefore these should be done through the dedicated workflow of ODPS.

5. We would like to bring to your kind notice that, various states have adopted the approach of having a dedicated ODPS inspite of they having e-Nagarpalika for other municipal services. This is purely for the peculiar need of this very specific service related to building and layout approval process.

In light of above, we suggest that while e-Nagar/IFP could be used as front portal to accept the application there should be dedicated input and integration interfaces for seamless working with the department and external agencies related to building and layout permission. Clear integration touch points should be provided with e-nagar application for citizen access and desired dashboards. we request following related to e-nagar:

(1) Clarify and demarcate the functionalities of ODPS and e-nagar

(2) Consider specific workflow of ODPS and its integration with generic workflow of e-nagar at specific touch points for seamless working on ODPS.

(3) Clarify on SLAs and Penalties for ODPS vendor in the

			instances where the default could be due to e-nagar application	
185.	Proposed System (Page 37)	The bidder shall have to use the existing e-Nagar application for registration, basic work flow, reporting, Mobile Application and user authentication system as a front end for all the ULBs and investor Facilitation Portal (IFP) developed by Government of Gujarat shall be used for the External users through Investor Facilitation Portal.	There is ambiguity in both clauses regarding nature of Mobile application.  Since the interface is through e-nagar, as per our understanding the required mobile apps will be provided by e-nagar application.  Request you to clarify or confirm the same.	As above.
186.	Technology Requirement (Page 48)	The solution should have following functionalities: SMS Gateway Integration, Mobile device compatibility, Dashboards for Senior Management and Regular MIS Reports.		As above.

187.	1.2. Important Information (Page 7)	Last date and time for submission of EMD & Bid Processing fees in GIL (physically) along with affidavit in original as format given at Annexure 6	Please note that Annexure 6 is not provided in RFP. Kindly clarify which affidavit is required.	As per RFP
188.	2.19. Intellectual Property Rights (Page 28)	2.19.5 While passing on the rights (license) of using any software/software tool, the SP shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.	The bidder may have to propose proprietary software products such as CAD software as supporting software for the project.  The development rights of such proprietary software products are not transferrable to bidder or Client.  Therefore, we request you to mention that the rights for use of software for development for such propriety products should be through the APIs and programming interfaces provided by the OEMs of those products.	As above.

189.	2.19. Intellectual Property Rights (Page 28)	2.19.6. The software licenses supplied by SP shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to UDD for the entire period of contract. All the licenses and support should be in the name of UDD from the date of procurement.	The bidder may have to propose standard ISV products such as CAD software as supporting software for the project. Most of such ISV products are not available as perpetual license and are available as annual subscription basis only.  Therefore, we request you mention that perpetual licensing is meant for the Customized COTS solution provided by TSP and may not be applicable for ISV/ 3rd party software/Proprietary products. Further it could be mentioned that, the Bidder/ TSP shall ensure that subscription licensing is available during the contract period for such ISV/ 3rd party software products.	No change. As per RFP
190.	2.23. Exit Management Procedure (Page No. 30)	2.23.4. The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider. The Exit Management Period ends on the date agreed upon by the Department or six months after the beginning of the Exit Management Period, whichever is earlier.	In case of earlier termination of contract, the notice period is not mentioned, therefore we request you to specify a notice period (say six months) in case of earlier termination, so that the TSP gets sufficient time for a smooth and systematic handing over and knowledge transfer.	As per RFP.
191.	2.23. Exit Management Procedure (Page No. 30)	2.23.6. The selected Service Provider will be required to provide necessary handholding and transition support to the Department's staff or its nominated agency or replacement  Service Provider. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.	There should be a specific timeline (say 1 month) for handholding and transition support activity. Request you to specify this for exit management process.	As per RFP
192.	3. SECTION – II SCOPE OF WORK (Page 33)	Deployment of manpower for drawing scrutiny services at various levels as per work order as per rate given in Price bid.	Our understanding is that manpower support is for providing required support to ULB staff for various activities related to the drawing scrutiny. The manpower is deployed not for conducting the drawing scrutiny. Please can you confirm the same.	As above.

193.	3. SECTION – II SCOPE OF WORK (Page 34)	Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items.	Since the manpower to be deployed for ODPS operations and maintenance are having specific skill sets, we understand that the manpower shall be exclusively for supporting the operation of deployed software solution - ODPS and will not be shared for any other applications or services . Please confirm the same.	As per RFP
194.	4.2.2. Operational Related Penalty (Page 71)	Penalty Calculations: Total Time shall be measured on 24*7 basis.	We feel that 24*7 services are not really necessary as most of the support will be required during working hours. Further deploying manpower for 24*7 instead of 8*6 will increase the cost of such support by more than 300%, resulting in substantial increase in the total bid cost. Therefore we request to have the timeline calculated on the basis of 8 Hrs * 6 days and amend this clause accordingly.	No change. As per RFP
195.	2.9.5. Technical Evaluation: Final Evaluation of Bid (Page 25)	Final Evaluation of Bid: Total Commercial Bid: The total commercial bid of the bidder would be calculated as follows: Commercial Bid Score Financial score of a bidder 'Fb' = Table 1 + Table 2	There is no mention of table 1 & table 2 in Price bid format. Kindly clarify ?	Grand total will be considered for evaluation.
196.	Point No. 2.1.2.1 and 2.1.2.2 (Page No. 18)	2.1.2.1. The prices quoted shall be inclusive of license software required for actual running of applications developed (i.e. User level Operating System and database other software required).	We feel that there is some discrepancy in both these clauses.	1. The TSP shall provide the required software including Operating System, RDBMS, COTS and other required software to run COTS application at the central system on SDC cloud. 2. The bidder shall provide CAD solution/open source CAD solution or any other drawing solution to run the system at each ULBs.
		2.1.2.2. Bidder has to procure and provide the required software platform at central level including Operating System, RDBMS and any other software etc. required for running the central system on SDC cloud and bidder has to procure and provide the required system software etc. at user level.	1. As per our understanding, all the IT Infrastructure, Civil & Electrical Infrastructure, furnished work place, Software, hardware etc. required at User Level shall be provided by the department/ respective ULB/ authority. TSP shall make available only the ODPS COTS application at User Level.	
			2. The TSP shall provide the required software including Operating System, RDBMS, COTS and other required software to run COTS application at the central system on SDC cloud.	
197.	Roles and Responsibilities of Stakeholders (Page 35)	2. UD&UHD/CTP Office/ULB will provide all IT infrastructures, Civil and Electrical Infrastructure and fully furnished Work Place for Scrutiny and	We request you to kindly clarify the same.	As above



		Operations Teams provided by Contactor as per work order.		
		3. Municipal Corporations will provide all Server and IT Infrastructure at their locations required to run the main application.		As above
		4. Respective Municipal Corporation/UDA/ADA/ Nagarpalika/ GP shall provide all IT Infrastructure and supporting software required at their sites/locations..		As above
198.	Proposed System (Page 37)	The bidder shall have to use the existing e-Nagar application for registration, basic work flow, reporting, Mobile Application and user authentication system as a front end for all the ULBs and investor Facilitation Portal (IFP) developed by Government of Gujarat shall be used for the External users through Investor Facilitation Portal.	We strongly suggest that the approval work flow and Scrutiny system should be tightly integrated for seamless exchange of data in both ways. The security, accuracy and ownership of data and its storage shall be compromised if two different applications are running and are provided by different vendors.	No change. As per RFP
			Hence we request you that the usage of e-Nagar portal should be minimized to citizen access only.	

199.	General	Integration / use of e-nagar application with ODPS.	<p>We would like to bring your attention that there would be various challenges in performance, security, storage and penalties /SLA if only Scrutiny Engine is deployed for ODPS and rest of the functionality is provided through e-nagar:</p> <p>(1) It will be difficult to measure the performance of both applications - how to determine that any delays/ flaws are due to either e-nagar or ODPS?</p> <p>(2) How to decide on the SLAs/ penalty as distinguishing the specific responsibility and measuring non-performance of respective applications shall be difficult?</p> <p>(3) Storage of data and its security - how to pin down the responsibility on the vendors of ODPS &amp; e-nagar? There will also be duplication of data as all the data needs to be maintained in both ODPS and e-nagar.</p> <p>(4) Cooperation and communication between vendors - how to ensure this for timely completion of project? The chances of timely completion and success of ODPS will be jeopardised if this is not smooth.</p> <p>Therefore, may we request you to :</p> <p>A&gt; Clarify and specify the functionalities of ODPS and e-nagar applications.</p> <p>B&gt; B&gt; Distinguish on SLAs and Penalties for ODPS vendor in the instances where the default could be due to e-nagar application.</p> <p>C&gt; Provide independent workflow for ODPS which could be integrated with e-nagar without any overlap.</p>	Discussed in the pre-bid meeting
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**Format of Earnest Money Deposit in the form of Bank Guarantee**

Ref: \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Date: \_\_\_\_\_

To,  
DGM(Tech)  
Gujarat Informatics Limited  
8th Floor, Block -1, Udyog Bhavan,  
Sector - 11, Gandhinagar - 382017  
Gujarat, India

Whereas \_\_\_\_\_ (here in after called "the Bidder") has submitted its bid dated \_\_\_\_\_ in response to the Tender no: XXXX for " \_\_\_\_\_." KNOW ALL MEN by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of \_\_\_\_\_ for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_day of \_\_\_\_\_2017.

**THE CONDITIONS of this obligation are:**

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Does not accept the correction of errors made in the tender document;
  - c. In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_2017.

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Signed and delivered by

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For & on Behalf of  
Name of the Bank & Branch &  
Its official Address

**List of approved Banks:**

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.**

### Gujarat Informatics Ltd. Bank Details

<b>Name</b>	Gujarat Informatics Limited
<b>Bank Account No.</b>	01902320000773
<b>Bank Account Type (Savings/Current)</b>	Current A/c.
<b>Bank</b>	HDFC Bank Ltd.
<b>Branch Name</b>	Sector-16
<b>Centre (Location/City)</b>	Gandhinagar Branch
<b>IFSC Code</b>	HDFC0000190
<b>Pan No.*</b>	AABCG5863B
<b>SERVICE TAX NO</b>	AABCG5863BST001
<b>Email Id</b>	<a href="mailto:samirm@gujarat.gov.in">samirm@gujarat.gov.in</a>
<b>TAN No.</b>	AHMG00890B

# ODPS Architecture

