RESPONSE TO THE QUESTIONS RAISED IN THE PRE-PROPOSAL CONFERENCE HELD AT 16.00 HOURS ON 31TH OCTOBER, 2012 FOR PROCUREMENTOF COMMERICAL OFF-THE-SHELF (COTS) SOFTWARE FOR ODISHA ROAD ASSET MANAGEMENT SYSTEM (O-RAMS)

Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
1	Section I, Clause 2.2 (Page 5)	Payment made under the contract shall be in accordance with the terms and conditions of the financing agreement between the purchaser and the bank and will be subject in all respects to the terms and conditions of loan agreement.	What are those terms & conditions? Does it mean that if payment from bank not made to purchaser by bank, payment to bidder shall withhold, if this is so, we should not accept such type of conditional payment clause. Kindly clarify.	The Loan Agreement and the Project Agreement is available in http://www.osrp.gov.in/ The Contract Agreement with the supplier shall govern the terms of payment. Payment to the bidder will be made by the "Purchaser".
2	Section I, Clause 3.2 (Page 7) / Section VII, GCC Clause 11.1, (Page 100)	Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by Auditor's appointed by the Bank.	Please ensure that the audit rights under this clause shall not include access to the Supplier's profit margins or overheads associated with any obligation under this Contract Agreement. Also ensure that cost of such audit and inspection shall be borne by the purchasing entity.	No change to General Conditions of the Contract is acceptable.
3	Section I, ITB 4.1 (Page 8)	A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.	Please clarify the norms for determination of nationality of bidder.	The clause is self-explanatory.
4	Section I, ITB 14.1	The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.	Can we include discount in the price quoted instead of giving discount separately	Please refer to "Bid Submission Form" in Section IV, which is self explanatory.
5	Section I, ITB 14.6 (a) (page 12)	For Goods manufactured in the Purchaser's Country: (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.	Please clarify your norms to identify the location of manufacturing for the COTS products offered by the bidders.	Please refer to Section III. Sl. 1 Domestic Preference (ITB 35.1), which is self-explanatory.

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
6	Section I, Clause 21.2 (Page 16)	Bid Security	How many days should the Bid Security be valid for?	Please refer to Section I, ITB, Clauses 20.1, 21.2 (f); which are self-explanatory.
7			Bid security validity to be 90 days or 118 days	
8	Section II, ITB 1.1 Lot 1 Part 1 (Page 29)	Licensing	Please advise the how many 'unlimited named users' there will be and whether these are internal Odisha staff and / or whether external access (e.g. by the public) may be required to some information held within the COTS product.	Please refer to ITB 1.1. which is self-explanatory.
9			Could OWD provide an estimate of how many users with have read-only, edit, and administrative permissions?	
10	Section II, ITB 1.1 Lot 1 Part 2 (Page 29)	Purchase of a full use RDBMS license.	Refers to the Purchase of a full use RDBMS license. Is this license required in the underlying technology of the COTS application (e.g. Oracle, SQL*Server) ? Please advise on the need for a full use RDBMS license. Has this been specified solely in order to ensure that the bidders include all underlying technology costs. Is there an intention to use this license for development purposes ? If the latter is the intention to undertake local development around the COTS product or is this license being sought for purposes unrelated to the COTS product ? Are you able to provide examples of the type of development work you intend to undertake (if any) ? This will help us cost the most effective license for Odisha.	Please refer **Sl. 1 of Corrigendum No. 2** to this bid document.
11			Is it necessary for the bidder to quote for RDBMS?	**Yes , for full use RDBMS-Server license**
12	Section II, ITB 13.1 (Page 30)	Alternative bids	ITB 13.1, Page 30, Alternative bids – Is it possible to propose alternate methodology that is superior to the TOR requirements.	The Clause is self-explanatory.
13	Section II, ITB 14.5 (Page 30)		Does OPWD provide customs and duty exemption certificates for software.	Please refer to section VII, GCC, Clause 17.3.

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
14	Section II, ITB 14.6 (b) iii. (Page 31)		Please confirm the place of CIF.	Please refer BDS The clause is self-explanatory.
15	Section II, BDS, ITB 1.1, 18.3 (Page 29/31)	Annual Maintenance	Section II, BDS, ITB 1.1 says AMC for 5 years where as ITB 18.3 say 10yrs of acceptance.	The clauses are self-explanatory and refer to different requirements.
16			Please confirm the total duration of AMC and warranty period.	The clause is self-explanatory. Please refer BDS
17	Section III, 4(a) Post Qualification Requirements (Page 38)	Financial Capability: The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): - Average Annual Turnover of COTS supplier should not be less than US$ 1 million (or equivalent) per annum in last three years (i.e. 2008-09, 2009-10 and 2010-11) evidenced by the submission of Audited Annual Accounts and also certificate from Statutory Auditor.	Please clarify if Annual Reports published by a public listed company outside India should be re-certified by an Indian Chartered Accountant for inclusion in the bid.	Annual reports certified by Statutory Auditor in applicant's country will be accepted.
18			Would you consider last three years for average annual turnover of COTS Supplier/Bidder be 2009-10, 2010-11, and 2011-12, please confirm.	No Change
19	Section III, Post qualification Requirements (ITB 38.2) (Page 38)	Experience and Technical Capacity: The Bidder shall furnish documentary evidence from the Purchasers to demonstrate that it meets the following experience requirement(s): (i)　　In last 10 years COTS Software (with RIS, PMS and BIS) must have been supplied to and implemented in at least five road agencies. (ii)　　Amongst road agencies, at least three must be using the COTS Software satisfactorily till the date of bid submission; or Amongst road agencies, at least three must have renewed AMC for at least 3 years after implementation and acceptance of the COTS software.	Section 4. (b) - is AMC agreement with previous clients mandatory?	Either of the clauses has to be satisfied through documentary evidence.
20			Requesting to change the clause the following: The Bidder shall furnish documentary evidence from the Purchasers to demonstrate that it meets the following experience requirement(s): In last 10 years at least one project has been implemented by the bidder in any road agency in India or abroad .	Please refer **Sl. 2 of Corrigendum No. 2** to this bid document.
21	Section IV, Bid Submission Form (Page 43)	Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3.	Please confirm the same at your end including for affiliates, subsidiaries, subcontractors or suppliers.	No change in the Standard Form is acceptable.
22	Section IV, Bid Security (Bank Guarantee) (Page 49)	This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.	Further, add the following protection clause in the format: Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. _____ (Indian	No change in the Standard Form is acceptable.

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
			Rupees (in words) _____) and our guarantee shall remain in force until _____. (Indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Customer under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of Customer under this Guarantee shall be valid and shall not cease until we have satisfied that claim.	
23	Section IV (Page 49)		Please confirm the name and address of beneficiary for submission of Bid Security in the form of a Bank Guarantee?	Refer bid security form at page 49. Refer to Section-II BDS, page 29/ 30/32 for the Name and Address of Purchaser
24	Section VI, 0.3 Overall Goals and Responsibilities (Page 61)	Primary responsibilities of COTS software supplier includes provide integration support	Please clarify the nature of support (page 61)	COTS supplier is primarily responsible for system integration including integration of TIS and RMMS being developed separately by the Implementation Consultant. The TIS and RMMS will be integrated with the COTS software for data exchange requirement of O-RAMS. Figure 1: Proposed ORAMS System Architecture" in page 63 is modified.
25	Section VI, Clauses 0.3 (Page 60) and 1.1 (Page 63)	Integration of O-RAMS modules and responsibilities	Please clarify who (implementation consultant or COTS supplier) will be responsible for integration of COTS modules with bespoke system. Table on page 61 mentions the primary responsibility to COTS supplier. Figure1 on page 63 indicates that the access to the bespoke systems will be provided through COTS system. Does that mean the bespoke systems will be integrated by the COTS supplier in their own system. If so, bespoke systems should be supplied as per the COTS system requirements.	
26			Does TIS and RMMS is it expected to have web enabled access through COTS?	

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
27	Section VI, Business Function and Performance requirements and Clauses 1.4.10 & 1.4.11	RMMS and TIS will be developed by the Implementation Consultant and integrated with the COTS software. COTS software supplier will provide support related to integration.	1) Who will pay the cost of integration to asset management system as it cannot be built into tender cost without knowing level of integration required 2) Please clarify the nature of support	The scope of developing TIS and RMMS is detailed out in Section VI. Clause 1.4.10 and 1.4.11 (pages 71 and 72). Integration effort is to be assessed and costed by the COTS software bidder.
28	Section VI, Clause 5.4.0	Confirmation of Responsibility for Integration and Interoperability of Information Technologies	Is bidder expected to be responsible for integration or having COTS integratable as when required on additional cost.	Please refer **Sl. 4 of Corrigendum No. 2** to this bid document. Section VI. Clause 2.5.1, [System Integration] is further elaborated.
29	Section VI, Clause 1.4.6 (Page 68) and Technical Requirement No. 2 (page 83)	The Client is in the process of establishing a Geographic Information System (GIS) using ESRI tools, including ArcMap client software and ArcGIS Server. The COTS software should be able to link seamlessly to the geo-database for integration of attribute and map data to display GIS thematic maps...	We are constrained from bidding as your bid document asks us to link the proposed COTS solution to "ArcGIS" software which uses an extremely proprietary and non-interoperable GIS database format called Geo-database (ref page no 68 of your bid document). This is a clear hindrance in our and other prospective bidder's ability to provide ou an open, scalable and cost effective COTS solution......	It is understood that ArcGIS does not use extremely proprietary and Non-interoperable GIS format. It follows Open mechanism for information exchange between geodatabases and other external systems. Sharing data is greatly simplified using the geodatabase XML specification, where External applications can receive XML data streams including exchange of complete lossless datasets; Interchange of simple feature sets (similar to shapefile interchange); Exchange of change-only (delta) record sets using XML streams to pass updates and changes among geodatabases and other external data structures.
30			Is it intended to OSRP use ESRI files in COTS directly or through spatial database	
31			Considering the business case of the client with regard to the project functionality, ArcGIS is extremely over-featured at a substantial cost with regard to price, maintainability and scalability. Will the client entertain solutions where interaction with ArcGIS and similar systems is facilitated via import/export functions and the GIS aspect concerning of the project is handled internally within the COTS system resulting in lesser manual transactions for data synchronisation and audit?	In-built GIS functionality of COTS software is optional provided it comes without additional cost burden to client. However, integration of this external GIS with road database in COTS software is a mandatory requirement and shall be jointly defined by the Implementation Consultant and the COTS software supplier.

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
32			TOR lists various formats to be supported other than standard ArcGIS, like for eg: TAB is MapInfo format whereas DGN is MicroStation format, although support for all these data exchange formats are possible the cost of the solution will increase along with the complexity along with possibility of error during conversion. Can the client clarify the need for such extensive support for various data formats since it can be mandated that all consultants and contractors can supply data to client in ESRI Shape format which is supported by nearly all GIS software?	Please refer to **Sl. 4 and Sl. 5 of Corrigendum No. 2**.
33	Section VI, Business Function and Performance requirements and Clause 1.4.6 (page 69)	The GIS interface should enable viewing of video data as stored or referenced by the COTS software, according to the direction and chainage of the video lookup tables stored in the database.	Does ability to play recorded video file along the selected section (with option to select desired chainage manually) meets the requirement OR ability to simultaneously playback survey videos and track geographical location is mandatory requirement	Please refer to **Sl. 5 of Corrigendum No. 2**. Further, Refer Section VI, Clause 1.4.2 (page 66). The clause is self-explanatory.
34	Section VI, Clause 1.4.7 (Page 68 /69)	A Bridge Information System (BIS) will also be supplied by the COTS software supplier. a) The BIS will be used to store inventory data on minor and major bridges, information collected from routine and special inspections.......	Can OWD provide copies of sample inspection reports to help us estimate the configuration effort ? These reports will also help us understand OWD's approach to bridge inspections and the types of data being collected.	Please refer to **Sl. 6 of Corrigendum No. 2**. Routine Inspection Forms are provided.
35			Can OWD provide any additional information on the Condition Indices that are to be generated from the BMS ? Have these been defined yet ?	These are currently being defined and will be available during implementation. Using data/ rating by bridge element in BIS, Condition Indices are worked out externally and imported or entered in BIS against each bridge for further use in prioritization, costing etc. It is expected that the prioritization will be a rather simple listing process (e.g. a sorting based on condition index, road class, core network, traffic etc).
36			Bridge maintenance priorities – are the criteria for these defined by OWD ?	
37			In the BIS, there is a task for "Planning and prioritization of bridge works based on condition index". Could OWD elaborate on what is expected?	

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38			Section 1.4.4 in the BMS requirements mentioned being able to export to Excel, Access, Dbf, and "other common file formats". What other common file formats will the BIS need to export to?	The Clauses are self-explanatory.
39			Besides Excel, what other file formats will need to be used to import into the Bridge Information System?	
40			Are there any pre-defined workflows for bridge inspection (ie, Data Collection, Report Creation, Report Submission & Approval, etc), or should the vendor provide a recommended workflow for the inspection activities?	BIS should have facility to list last date of inspection for each bridge and provide a list of bridges surveyed / not surveyed during a specified period. However, the vendor may provide a recommended workflow for the inspection activities
41			Does OWD wish to collect inspection data in the field using tablets/laptops or by using paper-based forms for BMS or other purposes?	Data collected using any means in field is to be imported in standard COTS Software supported formats for further import in BIS.
42			"Store pre-defined estimated unit costs of repair, maintenance, or rehabilitation costs." Will OWD define these costs?	Yes they will be prepared externally and estimated cost for each bridge **(may be item wise)** will be imported to or entered in the system. Unit costs will be defined in BIS for future reference only.
43			"Estimate total cost of bridge repair, maintenance or rehabilitation based on condition rating, inventory parameters and unit costs for relevant bridge work." Could OWD provide more details on what is expected in this task?	Estimate total cost of bridge repair, maintenance or rehabilitation at network level grouping them by roads, OWD jurisdiction etc.
44	Section VI, Clause 2.1 (Page 74)	Computing Hardware Specifications	If the vendor is free to suggest the Ideal Server Specifications and accordingly quote for RDMS and other licenses then how and what basis will the bench marking be done between all bidders?	Please refer to Section VI, Clause 2.1 Computing Hardware Specifications (page74), which is self-explanatory.
45	Section VI, Clause 2.3.3 (Page 74)	General Purpose Software	The bidding document is silent on the Middleware software? Please specify where and how it needs to be quoted.	Please refer 2.3.3 General purpose software (page 74), which is self-explanatory.

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
46	Section VI, Clause 2.4.1 (Page 75) and 2.5.2 (page 76)	Training and Support for Configuration	Specifies a requirement for 3 weeks training to the Client and the Implementation consultant. How many staff are expected to be trained during this period ? As it is the Implementation Consultant's responsibility to train OWD end users please confirm this training should be focused on a train-the-trainer type syllabus.	Please refer to **Sl. 7 of Corrigendum No. 2**.
47			Please clarify the extent of training required In 3 weeks, user level training can be provided for a configurable COTS asset management system. With this training, users cannot configure the system.	Three (3) weeks training to trainers/core staff to carry forward configuration work is mandatory. In addition, additional effort for support to implementation consultant and OWD for configuration is to be assessed by the COTS supplier and accordingly costed.
48			Please clarify if COTS supplier is allowed to configure the software instead of providing training and then Implementation Consultant configuring the COTS software. In this approach OPWD can optimise the time and financial resources. In addition to the savings, the system can effectively be configured by the developers. Would you accept such alternate proposal?	No change is acceptable.
49	Section VI, Clause 2.4.2 (Page 75)	User and User Administration	Please clarify the definition of "analytical functions".	Please refer to **Sl. 8 of Corrigendum No. 2**.
50	Section VI, Clause 2.5.3.4 (Page 76)	Post-warranty maintenance services	1)Minor modifications and refinements related to system errors and other such blockers can be part of the package. 2) It is very difficult to commit to functionality changes and cost it into tender without knowing the scope of the same.	Please refer Section VII. GCC, Clause 28.2 and same clause in Section VIII. SCC. It is self-explanatory.

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
51	Section VI, 2.5.3 Technical Support (Page 76)		In case of a hybrid bespoke - COTS system, it is expected that the client will be the owner of the source code and copyright of the bespoke components that are developed, this will be crucial for future maintenance, bug fixes and upgrades. Can the client clarify the expected ownership of source code in such case and who will be responsible for integration (for updates/bug fixes) of COTS and bespoke systems after the warranty period.	The Client is contractually bound with the Implementation Consultant for development of GIS, TIS and RMMS and ownership of their source code.
52	Section VI, Clause 5.3.0 (Page 81)	Preliminary Project Plan	TOR stipulates to submit the preliminary project plan with major milestones. We understand, as per the current TOR stands, the COTS system will be configured by the Implementation Consultant based on the training provided to them. Therefore it is appropriate for the IC to prepare the project plan instead of COTS supplier.	The preliminary project plan is to be prepared as per implementation schedule for COTS software and milestones specified in Section VI, Implementation Schedule Table (page 80).
53	Section VI, Clause 5.4.0 (Page 81)	Confirmation of Responsibilities	Please provide more details on the technology, input, output and overall system architecture for COTS supplier to submit a written confirmation on taking the responsibility for integration.	Please Refer to Section VI, C. Technical Specifications and B. Business Functions and Performance Requirements and other sub-sections, which are self-explanatory.
54	Section VI, Technical Requirement 4, item 5 (Page 84)	RIS – Support for field data collection devices	Is there a requirement to deliver field data collection software as part of this project and if so please advise whether this software is for inspection and / or asset survey purposes. How many field staff will require access to this software if it is part of this procurement ? Hardware is presumably being sourced by OWD and shouldn't be costed into this proposal.	There is no requirement for field data collection devices or software. Please refer to **Sl. 9 of Corrigendum No. 2**.
55	Section VI, Tech requirement No. 4, item 6 (Page 84)	Ability to generate strip maps, linear charts of homogeneous sections showing attributes	Does ability to show thematic maps with condition and attributes, and linked to data in COTS suffice the requirement of strip maps and linear charts	No. Refer to Section IV, Clause 1.4.2, and item 12 (bulleted). It is self-explanatory.

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56	Section VI, Tech requirement No.5, item 7 (Page 84)	Ability to interface with HDM-4 outputs (import HDM-4 outputs and display results in table/ graphical formats)	Does display of HDM-4 outputs in table format within the Asset Management system suffice the requirements or Graphical representation also is mandatory	No. The HDM-4 outputs taken back in COTS software needs to be displayed in a combination of tabular and graphical (chart) formats as appropriate.
57	Section VI, Tech requirement No. 5, item 8. (Page 84)	Own planning analysis engine (pavement deterioration modelling, prediction, optimization, scenario under different budgets for multi-year programme)	Does having a configurable analysis engine suffice the requirement or it should have built in fixed pavement deterioration, prediction and optimization models	Configurable analysis engine suffices the requirement. Refer to Section VI, Clause 1.4.9, which is self-explanatory.
58	Section VI, Tech requirement No. 5, item 10, (Page 84)	Ability to handle committed projects	Please clarify the requirements or specifications for COTS 'ability to handle committed projects'	Committed projects are defined in the system to be excluded from the analysis but included in the work programme.
59	Section VI, Tech Requirement No. 8 , item 2, (Page 85)	System architecture (Web-based for each of the versions including ability to switch to offline mode) [also specify supported modes e.g. Desktop, Client-Server etc.]	1) Does solution that is web enabled suffice the requirement, or it has to be a pure web based architecture. 2) Please clarify 'offline mode'	Please refer to **Sl. 10 and 3 of Corrigendum No. 2**.
60	Section VII, Clause 17 (Page 101 / 102)	Taxes and Duties	Please consider, In case of increase in taxes, duties or levies or in case of introduction of any new tax, duty or levy by the government during the contract period, the same shall be paid or reimbursed by the Purchaser	The bidder shall quote for the taxes separately and that the contract shall be for the total price exclusive of taxes. In the eventuality of any change in taxes, the contract may be amended to that effect.
61	Section VII, GCC 15.1 (Page 101)	Contract Price..	Kindly amend and ensure that prices should be adjustable in case of change in scope of work, tax increase, imposition of new taxes, prices for related services, increase in quantities etc.	The bidder shall quote for the taxes separately and that the contract shall be for the total price exclusive of taxes. In the eventuality of any change in taxes, the contract may be amended to that effect.
62	Section VII, GCC 18.1 (Page 102)	Performance Security	Please ensure that purchaser shall release the bank guarantee for PS after warranty period and shall take a fresh bank guarantee for PS @ 10% of AMC Value.	Please refer to Section VIII, SCC 18.3

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
63	Section VII, Clause 20.3 (Page 103)	Confidential Information	Please add the following exceptions also: The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that: i. is disclosed to the recipient Party from a third party, which party is not bound by any obligation of confidentiality; or ii. is or has been independently developed by the recipient Party without using the Confidential Information; iii. is disclosed with the prior consent of the disclosing party; iv. is required to be disclosed in accordance with Court order or any other statutory or regulatory authority. Also try to negotiate that the obligation to keep the information confidential shall survive for a period of 3/5 years after the termination of expiry of an agreement.	This clause ensures interests of all parties adequately. No change is proposed in GCC
64	Section VII, Clause 28 (Page 106)	Warranty	Kindly incorporate the following exclusions and limitations to hardware warranty: Warranty exclusions: This warranty excludes defects attributable to external factors beyond the Supplier's control, including power supply fluctuations, or the Purchaser's alterations, misuse or negligence. Limitations to Warranty: a) If any of the Deliverables have been tampered with or altered by any unauthorised person from the purchaser's side, either by way of retrofitting or otherwise, the warranty provided by the Supplier shall be rendered void to that extent. b) If the Purchaser uses any of the Deliverables in disregard to any operating instructions, the warranty shall be	Most of suggested additional wording for warranty exclusions are related to hardware and may not be applicable to this project. Re: para c), it is proposed to only customization/ Configuration of software, not changes to the source code, and therefore there is no possibility of alteration or modification of the software itself by the purchaser. There is no change proposed.

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			rendered void to that extent. c) Any abuse, negligent use or misuse of any of the Deliverables shall render the warranty void to that extent. C) Please negotiate to add the following proviso to the software warranty clause: The warranties provided herein shall be rendered void in case of any change (including any alteration or modification), not made by Software Solution Provider or made without the consent of Software Solution Provider to some or all of the deliverables; or if the deliverables have been used otherwise than in accordance with the relevant documentation and/or as contemplated by this Agreement/ Contract, or for any defect arising out of Software Solution Provider's reliance on Purchaser's instructions, specifications, written information, materials, designs etc, notwithstanding Software Solution Provider's written contrary advice.	
65	Section VII, Clause 33.3 (Page 110)	Change Orders and Contract Amendments	Why the services shall be provided at such rates which are charged to other parties? Please delete this clause.	No change to Standard Conditions of the Contract is acceptable.
66	Section VII, Clause 35.1 (Page 110/111)	Termination for Default	Please include the following clause: In the event of breach/default of vendor, the purchaser shall provide vendor with a reasonable cure period, which shall be as mutually decided by both the parties. The decision to forfeit the performance security or to terminate the contract shall be taken only if the breach/default continues or remains unrectified, for reasons within the control of vendor, even after the expiry of the cure period. Further, Clause 35.1 (b) is a Risk Purchase Clause, for your information.	No change to Standard Conditions of the Contract is acceptable.

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67	Section VIII, SCC GCC 18.1 (Page 118)	In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period and 5 years of AMC period.	Please ensure for the deletion of this clause and also ensure that warranty for the corrected/ replaced material shall continue till original warranty period only and shall not be further extended. Similarly PBG shall not be extended.	No change to Standard Conditions of the Contract is acceptable.
68	Section VIII, SCC, GCC 38.2 (Page 125)	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country.	Why the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country. Please delete this clause.	No change to Standard Conditions of the Contract is acceptable.
69	General	Implementation Consultant.	Please confirm that the Implementation Consultant will be willing to sign a License and / or Non-Disclosure Agreement as required given the key role the Consultant will undertake and the level of information exchange and access to the COTS vendor's software that will be needed during the project.	Implementation Consultant is bound with Confidentiality clause in their Contract with Client. Further, Client shall be bound with COTS Software Supplier through clauses given in SCC (GCC 19.1 to 19.9) in this bidding document.
70	General	Implementation	Does OWD have an approximate Implementation Start Date scheduled?	Expected start of implementation is January 2013.
71	General General	System architecture	On the outset, TOR shows a complex system with loosely coupled components, this is bound to create impedance between the components wherever a manual update/push is required to synchronise the system as a whole. Is the client willing to reduce complexity of the system to favour ease of use and maintainability if the same does not involve any loss of features defined in the TOR?	COTS software is expected to meet the features in the ToR in the least possible complex way with no additional cost burden to the client.
72			Taking GRMS as a case study, we can see that mixing of multiple vendors / COTS & bespoke systems face issues with software upgrades and bug fixes. In the particular case of GRMS, no software update could be done in terms of the COTS part or on the Database Server due	

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Sl. No.	Section & Clause No.	Description	Modification & Clarification Requested	Clarification / Response to the Question Raised
			to a multi-vendor approach. Due to this constraint, even after 6 years GRMS couldn't be updated or bug fixed till date. Keeping the same in mind, will the client prefer a full COTS solution, if the same does not involve reduction in features mentioned?	
73			Please clarify if the web versions of the GIS and RIS/BIS will be separately hosted as both may have different technologies.	Yes. Please refer to **Sl. 3 of Corrigendum No. 2**.
74	General	System Security	Security & Authorisation of the components are not clearly mentioned in the document, as this is a substantial concern and considering a scenario of hybrid and multivendor component. Does the client expect each module to handle security on its own or will the security be handled separately by a third party module, is it part of the bespoke system or will the windows active directory or equivalent be used for the same?	Please refer to Section VI, Clause 2.4
75	General	Pavement types	Please indicate the extent of concrete pavement in the state of Odisha.	Information regarding this parameter can be shared during implementation.
76	General		Please clarify if the AMC will be obtained from the Implementation Consultant for bespoke systems (TIS, RMMS and GIS).	Shall be decided by the client.
77	General		If it is least cost basis evaluation then how would the technical and delivery capabilities be assessed?	Please read Section I, ITB, Clauses 28 – 39 which are self-explanatory.

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