CORRIGENDUM - 1 (RFP No.01-FRS-SCRB-2022-23)

S. NO.	Page No.	Section (Name & No.)	Statement as per tender Document	Query by bidder	Clarification
1	32	TECHNICAL EVALUATION METHODOLOGY	Clause 3: Technical evaluation scoring matrix (TS) : Pt 5.: Online submission of Data to Central Server of CCTNS	We request you to remove this clause from Technical evaluation scoring matrix as bidders wont be deliver the integration with CCTNS. Please confirm.	Integration of CCTNS is not required in POC, Only the bidder needs to be show the capability of transmission of FRS data to CCTNS Server.
2	32	TECHNICAL EVALUATION METHODOLOGY	Clause 3: Technical evaluation scoring matrix (TS) : Facial search in databaseof10000 faces d) From mobile device (IOS cell phone) 10 marks	We request you to remove this clause from Technical evaluation scoring matrix as iOS mobile doesn't allow installation of App from other sources other than the app hosted in App Store. Please confirm.	Clause 3: Technical evaluation scoring matrix (TS) : 1. Solution/device Live demonstration- **10 Marks** 2. Facial Extraction test in database of 10000 faces - **20 Marks** 3. Facial search in database of 10000 - **50 Marks** 4. From mobile device (Android cell phone)- **10 Marks** 5.ANY ADVANCED FEATURES DEMONSTRATE BY VENDOR- **10 MARKS**
3	28	Other Special CONDITIONS OF THE CONTRACT	The FRS is to be intergarted with the existing CCNTS Software. The successful bidder has to make sure of the intergartion part and let the authority know before fully commisioning of the system.	1. Scope of integration with CCTN is not clearly defined. Please share more detials about the requirement. 2. Integration requires efforts from both sides. Odisha Police will facilitate the integration support which needs to be done by CCTNS supplier. Please confirm.	1. As per tender document, No change. The bidder has to create web service/API to integrate with CCTNS. 2. The Odisha Police will proviide technical support through CCTNS vendor. But cost of integration has to bear by the bidder. Itself.
4	30	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	The web service API should be usable from laptop/ desktop to perform search & result action as and when required with /without installation of client software on the desktop/ laptop.	1. As there are more number of police stations, managing the installation (client software) and usage of application at various police stations will be challenging if client application based approach is considered. Hence request you to accept only 'web based Facial Recognition Application'. Please confirm. 2. As Facial Recognition is web based application whihc provides search functionality, so we assume that Police stations officers can make use of web based FRS application to perform search operation. Please confirm.	As per tender document, No change (Due to bandwith /connectivity / Cyber Security issues)
5	31	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	The Software engine should provide 1:N face search capacity with N=Upto 300000 and should be scalable to cater to N= Upto 1000000	Please confirm, the current requiremnet of FRS license is considering Watch list of face images is 300,000, but capable to scale up to 10,00,000 considering Face recognition request by operator manually.	Confirmed, As per tender document, No change.
6	31	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	The system should be capable of processing live camera and recorded video feeds from live IP CCTV camera feeds.	We understand that only face verification / recognition based on face image supplied by operator is considered and no need to consider for the live CCTV video camera processing as commercial format also not specified the requirement of live CCTV camera processing. Please confirm.	Intgration with Live camera my be required. The offered solution must have capability to integrate with multiple live IP based CCTV Camera

7		General	Recommendation to consider quality OEMs	Request you to accept the below clause, "The Face Recognition Algorithm should have participated and have been established in the Face Recognition Algorithm Evaluation conducted by NIST (National Institute of Standards and Technology, U.S. Department of Commerce) The NIST benchmark/ latest performance FRVT test results of current calendar year with respect to the opening date of tender or last 1 preceding year, the performance efficiency of the algorithm shall be within the top 25 ranked algorithms of the FRVT (1:N) test results with FNIR (N=1.6M, T=0, Rank=1)"	Such clause will restrict bidder participation. As per tender document, No change.
8		General	Recommendation to consider quality bidders	Request you to accept the below clause, The bidder shall have FRS algorithm registered in their name or registered in their parent / sister company.	Such clause will restrict bidder participation. As per tender document, No change.
9	9	4.1 Time Limits Prescribed	5.1.1 Delivery period 60(Sixty) days from date of issue of Supply Order.	Please accept to extend the period of delivery considering integration with CCTNS & Mobile App management functionalities, "120(One Hundred and twenty) days from date of issue of Supply Order.	As per tender document, No change.
10	17	5.20 Sample Verification of the item(s):	5.20.1 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample / software verification as mentioned above.	As the expectation is software, hence there is no need of sample verification and also product demo will be seen during technical evaluation. Please remove this clause.	As per tender document, No change. Quality Acceptance Test is necessary
11	21	5.28 Payment	5.28.3 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall be mentioned in it.	What is the payment processing time after bidder submits the invoices?	Payment will be released within 45 days of after submission of the invoices.
12	24	5.36 De-recognition/Debarment	(i) For non-performance of contract provisions, non-supply / part-supply (To be decided by the Tender Inviting authority) as per purchase order during the validity of the rate contract period	Please remove "part-supply" from this clause "(i) For non-performance of contract provisions, non-supply / part-supply (To be decided by the Tender Inviting authority) as per purchase order during the validity of the rate contract period	As per tender document, No change.
13	28	Other Special CONDITIONS OF THE CONTRACT	3. The supplier shall organise training to acquaint the employees of the Organisation regarding operation of the equipments at their own cost.	1. We assume training will be at Bhubaneswar city only. Please confirm. 2. Also share the batch count and size per batch as training plan to be prepared and commercial accordingly.	The training will be conducted at the central location i.e. SCRB, Bhubaneswar and will be available for other locations virtually. The batch count shall be 50.

14	28	Other Special CONDITIONS OF THE CONTRACT	5. The sucessful bidder has to provide one dedicated and qualified service & Support enginner at SCRB on full time basis for unintereepted service & supprt.	Please help to share min. qualifications and experience.	Should be a graduate in any IT stream ad should have a backgorind of AI based FRS with a minimum experience of 2 years.
15	28	Other Special CONDITIONS OF THE CONTRACT	8. The Annual Operation and Maintenance of the whole system is to be maintained for 5 (five) years.	Please clarify - 5 years from supply including 1 year warranty period or 5 years after 1 year warranty period	Total warranty period is for 5 Years. After 5 Year AMC will start.
16	29	Other Special CONDITIONS OF THE CONTRACT	Penalty clause as per OFR rules which ever is higher.	Please share the OFR rule.	As per tender document, No change.
17	29	Other Special CONDITIONS OF THE CONTRACT	1. PAYMENT The first payment will be released after testing of the System. In the subsequent quarterly payments will be released on quarterly basis after certification of performance.	1. We assume that testing means funcitonality (as per RFP specifications) demonstrated by bidder will be considered for first payment release, not for complete UAT. Please confirm. 2. Please define 'Certification of performance' basis.	1. Full payment will be released after Testing means final and Complete User acceptance testing (UAT) as per Tender/Supply Order terms & conditions. 10% of PBG will be kept and it will be released subsequently on completion of the project period i.e. 5 years.
18	29	Other Special CONDITIONS OF THE CONTRACT	1. PAYMENT 1. The trial payment will be released after testing of the System -- 25% of Total payment 2. Quarterly Payment will start from 2nd quarter -- 25% of total payment in each quarter	Request you to accept the below payment terms, 1. The trial payment will be released after testing of the System -- 55% of Total payment 2. Quarterly Payment will start from 2nd quarter -- 15% of total payment in each quarter	1. Full payment will be released after Testing means final and Complete User acceptance testing (UAT) as per Tender/Supply Order terms & conditions. 10% of PBG will be kept and it will be released subsequently on completion of the project period i.e. 5 years.
19	29	Other Special CONDITIONS OF THE CONTRACT	2. SAMPLE/ DEMONSTRATION/POWER POINTPRESENTATION: With regards to following item, the firms need not submit sample along with their bid /offer but they shall demonstrate the quoted model along with the applications of the CCTNS Software for inspection / consideration by the Technical Committee during its meeting. Whoever does not give demonstration as per our above directions, their Tender shall be rejected.	1. Please clarify, this sample demonstration happen during technical evaluation? 2. If yes, please remove the CCTNS integration scope as part of Sample demonstration as integration will take time.	1.Full Fledged Live Demonstration of the offered solution as per Tender Specification Document and as per TECHNICAL EVALUATION METHODOLOGY 2. As per tender document, No change.
20	30	TECHNICALSPECIFICATIONS	The FRS should also be seamlessly integrated with CCTNS & other applications where photo of suspects /convicts is captured.	Please list - what are all 'other applications' to be integrated?	Presently it will be integrated Only with CCTNS. But, in furture, it will be integrated with other applications like ICJS etc

21	30	TECHNICALSPECIFICATIONS	The proposed Facial Recognition Software (FRS) shall be capable of enrolling images of faces through still & **video (online & offline)** and then provide best matching faces for any given test face image.	1. Please clarify - how online video processed, are you referring RTSP video stream of CCTV Camera? 2. If yes, please quantify the number of CCTV cameras to be considered as commercial of FRS depends on this parameter? 3. We assume that from camera to network to DC to till FRS server will be responsibility of Odisha Police. Please confirm. Note: As per commerical bid, there is no license requirement mentioned for live CCTV Camera processing.	1.Both RSTP & CCTV Camera 2. It will be intimated later 3.Yes 4.The bidder has to include licence requirement in their offer.
22	30	TECHNICALSPECIFICATIONS	3. Accuracy should increases with the increase in face collection in database, ie it should be integrated with Artificial Intellegence /Machine learning supprt.	As our organization provides best accuracy algorithm backed FRS application, request you to please amend this clause, "Accuracy should increases with the increase in face collection in database, ie it should be integrated with Artificial Intellegence /Machine learning supprt or application should be upgraded with algorithms released by OEM based on improvement "	As per tender document, No change.
23	30	TECHNICALSPECIFICATIONS	4 Software compatible with existing web interface of Odisha Police CCTNS along with API for Dashboard integration. Bidder must provide API for 3rd party software integration.	We assume FRS provides API and integration with FRS will be done by CCTNS application provider. Please confirm.	Yes, Confirmed, It has to be done by collabration with CCTNS application provider. Joint Responsibility.
24	30	TECHNICALSPECIFICATIONS	The software should be capable to add face images in JPEG/ BMP/ TIFF/ PNG /JPEG 2000 format etc., or image web URL using web service API.	We assume that operator download the image from web URL and do facial matching. please confirm	Yes, Confirmed, The faces can be downloaded and retrieved by any means as required in investigation process.
25	30	TECHNICALSPECIFICATIONS	10. Mobile Application should be functional/ downloaded through SCRB /FRS server only with due verification of SIM/ IMIE of the mobile device. A complete log of mobile device with IMIE should be available on FRS appliction/server. Note – Not be placed on play store etc for security concerns.	Considering this requirement, technically only Android supports this capability. iOS Mobile devices allow to download app from Apple Store only. Hence, bidder can go with only Android based Mobile App to meet this functionality.	Yes, but additionally iOS development/integration capability will be preferred.
26	31	TECHNICALSPECIFICATIONS	13 Should be Capable of facial matching of input photographs direct from video feeds.	1. We assume that only capability to process live video stream is asked, need not to consider in commercial bid. 2. If not, please confirm the number of CCTV Cameras to be processed. 3. We assume that from camera to network to DC to till FRS server will be responsibility of Odisha Police. Please confirm.	Already explained in point no 21

27	30	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	Given an input image, software should capable to work Automatically without any manual input and intervention. Image should not require any manual processing, alteration or Image processing.	There is no definition of number of faces in the given image. We assume that the proposed FRS shall be in position to process 3 to 5 faces in a frame. Please confirm.	Maximum 10 faces
28	30	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	Pt 10. A complete log of mobile device with IMIE should be available on FRS appliction/server.	1. We assume that IMEI (International Mobile Equipment Identity) is referred as IMIE. Please confirm. 2. We assume that only FRS related activities of FRS Mobile App logs will be maintained in FRS server, not all logs of mobile activities. Please confirm.	1.(International Mobile Equipment Identity) IMEI is referred as IMIE. 2.Yes , Only FRS related activity.
29	31	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	Pt 13. Should be Capable of facial matching of input photographs direct from video feeds.	Please clarify "Direct from video feeds" - which video formats and mode.	All the available standard formats.
30	31	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	Pt 15. Face matching software for Mobile App and Central FRS algorithm should be from the same OEM.	We assume that the Face matching will happen in FRS Server application and FRS Mobile App will only faciliate to capture face image using Mobile App. Please confirm.	Face matching activity is needed both at FRS server application and in absence of internet/wifi the matching should also be done at mobile devices from minimum local database of 1000 faces in mobile device.
31	31	SCOPE OF WORK OF CONTRACT(REF SL. NO.3) TECHNICALSPECIFICATIONS	Pt 17. Should be able to do on line matching of Missing Person using Mobile Application on nomal Mobile Phones avalable in the market	1. We assume that mobile OS will be latest. Please confirm. Also mention how many OS releases/subsequent versions need to be supported for the mobile app. 2. Please provide minimum specifications of device considered.	1.The Android 8.0 and above, iOS 14.0 and above 2.No minimum specification, the device compatible with above OS versions.
32	18	5.23- Award of Contract	Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease substantially the quantity of goods and services mentioned under Cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder	What is the maximum % of variation in qunatity that will be considered for which rate will be fixed. Anything above that %age will be treated as CR and separate quotation will be submitted.	If the quantity of goods will vary, then additional cost of goods shall be paid by the purchaser in due course
33	24	5.35.5- Liquidated Damage	0.5% of the total amount of order per week.	Please clarify what is "total amount of order". The LD should be levied only on the "delayed portion of the total amount of order" and not on the "total amount of order".	LD will be levied on " Total Amount of Order Value"
34	28	Other Special Conditions- point No. 4	Minimum period of warranty is for 1 year.	Please clarify whether we should consider that the warranty required is for 1 year.	warranty required is for 5 year.
35	28	Penalty	Penalty will be adjusted against performance security	Any specific reason why the same will be adjusted against performance security. Generally, same is adjusted againt payement due.	As per tender document, No change.
36	28	Penalty	Penalty clause as per OFR rules	Please clarify what are OFR rules.	Odisha Financial Rules.

37	29	Payment	The first payment will be released after testing of the System. In the subsequent quarterly payments will be released on quarterly basis after certification of performance.	Please clarify on what are the document required to be submitted for compliying with the requirement of testing and certification of performance.	Full payment will be released after Testing means final and Complete User acceptance testing (UAT) as per Tender/Supply Order terms & conditions. 10% of PBG will be kept and it will be released subsequently on completion of the project period i.e. 5 years.
38	29	Payment	The first payment will be released after testing of the System. In the subsequent quarterly payments will be released on quarterly basis after certification of performance.	What is the timeline for completing testing and certification of the performance after the work has been done.	Full payment will be released after Testing means final and Complete User acceptance testing (UAT) as per Tender/Supply Order terms & conditions. 10% of PBG will be kept and it will be released subsequently on completion of the project period i.e. 5 years.
39	29	Payment	The bid will be for one year.	Please confirm the capex period and opex period. In special condition of contract delivery period is mentioned as 60 days.	The delivery period will be 45 days after awarding the contract.
40	29	Payment	The first payment will be released after testing of the System. In the subsequent quarterly payments will be released on quarterly basis after certification of performance.	What is the invoice processing time after completion of the milestone and submission of relevant documents.	Full payment will be released after Testing means final and Complete User acceptance testing (UAT) as per Tender/Supply Order terms & conditions. 10% of PBG will be kept and it will be released subsequently on completion of the project period i.e. 5 years.
41	29	Payment	And after one year SCRB may go for AMC.	If the AMC requirement is contingent, then is it required to quote for AMC for 5 years.	AMC start date is after 5 year of Warranty.
42	28	Other Special Conditions-point No. 8	AMC period	AMC period of 5 years is mentioned in one clause and again in payment clause it is mentioned that, SCRB may go for AMC. Please confirm the AMC requirement.	AMC start date is after 5 year of Warranty.
43	28	Other Special Conditions-point No. 5	Manpower	There is only one manpower mentioned. Please confirm that no other manpower is required.	At least on resident service support engineer is require.
44	-	General	-	No secific % mentioned for maintaining spares.	not required
45	-	General	-	Any specific requirement for project office in Bhubaneshwar and GST registration in Odisha.	No
46	-	General	-	There is no clause for source code transfer.	No source code transfer
47	9	Time for making payment by Tender Inviting Authority	The payment will be completed after successful inspection and acceptance of stores by the competent authority.	The payment will only be released after acceptance which is subjected and can be interpreted as after "Go Live". This is a risk and can delay collection.	Full payment will be released after Testing means final and Complete User acceptance testing (UAT) as per Tender/Supply Order terms & conditions. 10% of PBG will be kept and it will be released subsequently on completion of the project period i.e. 5 years.
48	18	5.22- Price Bid Evaluation	The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges for door delivery at the warehouses & GST.	Note that there is no specific clauses for each cost/multiplying factor. Please take the cost accordingly in cost sheet with proper quote from vendor and terms and conditions.	As per tender document, No change.

49	18	5.23- Award of Contract	Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease substantially the quantity of goods and services mentioned under Cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder	Note that there is varitaion clauase in quantities. Please have the maximum %age of variation clarified and have same arrangement with the vendor.	If the quantity of goods will vary, then additional cost of goods shall be paid by the purchaser in due course
50	20	5.27- Supply Condition	The tender inviting authority may place the purchase order in a phased manner.	Please take care of the MOQ mentioned by vendor in their quotation as PO from customer will be in phased manner.	As per tender document, No change.
51	20	5.27- Supply Condition	Items has to be supplied in 45 days at the warehouse mentioned by tender inviting authority	Please take care of the lead time mentioned by vendor. Same cannot exceed 45 days otherwise, LD will be applicable.	As per tender document, No change.
52	24	5.36.2- De-recognition / Debarment	If 3(three) or more items supplied by the supplier are declared as de-recognized/debarred on quality grounds, then the firm itself will be de-recognized/debarred by Odisha Police.	This is a risky clause. Please have more clarity on this.	This clause is not applicable in case of software items.
53	28	Other Special Conditions-point No. 2 & 3	Demonstration and Training to be given.	Please have this cost built in the cost sheet.	As per tender document, No change.
54	28	Penalty	Penalty will be adjusted against performance security	Please take clarification on this clause. As per our understanding same is adjusted against the payment to be received from customer.	As per tender document, No change.
55	29	Payment	The first payment will be released after testing of the System. In the subsequent quarterly payments will be released on quarterly basis after certification of performance.	Please have more clarity on payment milestones and timeline.	As per tender document, No change.
56	31	Note, point no c	The successful bidders will be informed for the installation and successful functioning of the system at Police Station	After delivery of component, the authority will inform for installation. This may affect the project timeline and LD may get imposed.	As per tender document, No change. It will be well taken care.
57	31	Note, point no c	The place of delivery of the articles for inspection will be at SCRB, Bhubaneswar before installation in Police Stations & other locations.	Note that the warehouse will be required in Bhubaneshwar. Cost of the same will be built in the cost sheet.	As per tender document, No change. It is software solution. No Hardware supply.
58	28	Penalty	Penalty clause as per OFR rules	Please have clarity on SLA/penalty clause.	As per tender document, No change.
59	9,28,29	Project Timeline		Please have clarity on project timeline- Capex period, Opex Period / AMC Period, Warranty period required.	Warranty period is for 5 years.

60	17	Section 5.20 - Sample Verification of the item(s)	5.20.1 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample / software verification as mentioned above.	This provision does not provide the reason for rejection of goods. Rejection of goods should be done only if it does not comply with the specifications stated in the Tender document. We, therefore, request you to clarify in this provision that the authority will have the right to reject goods if they do not comply with the specifications stated in the Tender document.Additionally, we request you to add replacement provision in this once goods are rejected so that Bidder does not have to bear loss for rejected goods and can replace them. We propose the following modification to this clause: "5.20.1 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample / software verification as mentioned above provided that the goods are rejected due to non-compliance with the specifications stated in the Tender document and bidder has failed to replace the defective goods within a reasonable time period provided by the Tender Inviting Authority."	As per tender document, No change.
61	18	Section 5.23 - Award of Contract	5.23.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease substantially the quantity of goods and services mentioned under Cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.	Please clarify a specific percentage (___%) for variation of quantities. It is important to have clarity on the percentage as to how much variation can be done with respect to the quantity under the Tender document.	If the quantity of goods are more than the quoted quantity, then additional cost of goods shall be paid by the purchaser in due course
62	19	Section 5.25 Signing of Contract	5.25.1 The successful bidder shall execute an agreement in a format which will be provided to the successful bidder along with the LOI for ensuring satisfactory supply and after sales support.	The tender document does not contain any format of agreement to be signed on award of the tender. It is important to read and understand all the applicable terms and conditions in respect of the tender and execution of work. Therefore, we request you to clarify if there are any additional terms and conditions apart from what is stated in the tender document, which will be added in the agreement. If yes, then we request you to share the same prior to bid submission to enable bidders to examine the same and file the bid accordingly.	As per tender document, No change. No additional Terms & Conditions

63	19	Section 5.25 Signing of Contract	5.25.5 Sub Contracts:- The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.	Please clarify that subcontracting can be done after taking prior consent from the Tender Inviting Authority	As per tender document, No change. No Sub-Contracting
64	19	Section 5.25 Signing of Contract	5.25.6 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:	It is important that any modification to the contract or tender terms after award should be done based on mutual discussion and consent of both parties. Therefore we request you to clarify and modify this provision to say that modification will be done based on mutual consent of Tender Inviting Authority and the bidder. We propose the following: "5.25.6 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order recording mutual consent of given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:"	As per tender document, No change.
65	21	Section 5.29 Intellectual Property Rights (IPR)	5.29.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.	It is important to add a provision in this clause dealing with exclusion of bidder's liability in case of third party claims for which bidder may not be liable because such claims have arisen on account of specific requirements of customer or reasons not attributable to Bidder. This provision will cover exclusion of liability of bidder on account of modifications made to the deliverables to suit the customer requirement or use by customer which is in violation of the terms and conditions of software license or Contract. We propose the following provision for this: 5.29.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. Notwithstanding anything contained in the Tender/Contract, the Bidder shall have no obligation to indemnify or settle any claim for any infringement or other violation of any patent, copyrights or other intellectual property right: (i) arising from compliance with Tender Inviting	As per tender document, No change.

66	21	Section 5.29 Intellectual Property Rights (IPR)	Request to add a provision for safeguard of existing intellectual property rights of the bidder/parties	It is important to have a provision for safeguard of existing intellectual property rights in the Tender. We request you to consider adding the following provision in Section 5.29 with respect to safeguard of a Party's existing intellectual property rights: "Except for the rights expressly granted under any license by a Party or its sub-contractor under the Contract, each Party shall retain its right in the pre-existing intellectual property and nothing in this Contract shall be deemed to be a license or transfer of ownership in the pre-existing intellectual property to the other Party. "	As per tender document, No change.
67	21	Section 5.29 Intellectual Property Rights (IPR)	Request you to add a provision with respect to use of software licenses under the Tender	It is important to have a provision defining the term of the software licenses and also defining their use in the Tender. We request you to consider adding a provision in Section 5.29 for having a specific timeline governing the term of the license that will be granted by the bidder to the end customer for using the software or other intellectual property right in the deliverables/items. We propose the following provision: "All the software licenses that bidder proposes should be co-terminus with the Contract. The software licenses shall be used as per agreed Scope of Work"	As per tender document, No change.
68	22	5.31 Force Majeure	5.31.1 For purposes of this clause, Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).	Please clarify that pandemic including COVID-19 and governmental restrictions imposed due to it are included under the force majeure event as stated in this provision. It is important to have clarity on this point	As per tender document, No change.

69	22 and 23	5.32 - Resolution of Disputes	Request to add a provision regarding resolution of disputes by arbitration in case if dispute is not resolved by mutual consultation	We request you to consider adding a provision in Section 5.32 providing for resolution of disputes by arbitration in case if dispute is not resolved by mutual consultation. We propose the following: "If the dispute or difference of any kind between the Tender Inviting Authority and Bidder in connection with the Tender/contract remains unresolved despite mutual consultations, such unresolved dispute/difference will be referred for adjudication by way of arbitration by the Parties in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The arbitration proceedings will be conducted before an arbitral tribunal consisting of 3 (Three) arbitrators. Each Party shall appoint 1(One) Arbitrator and these 2 (Two) appointed arbitrators will appoint the third arbitrator who will preside over the arbitration proceedings. The language of arbitration will be English. The place of arbitration shall be New Delhi, India. The Parties agree that the decision of the arbitrator/s shall be final and binding on the Parties. The courts at Delhi will have jurisdiction to decide over all matters arising with respect to this Contract"	The arbitration proceeding hall be conduced by a sole arbitrator appointed with the mutual consent of both the parties. The Arbitrator shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of court's at Bhubaneswar.
70	23	5.33 Applicable Law & Jurisdiction of Courts	5.33.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High Court of Orissa.	We request you to consider changing the jurisdiction of courts to New Delhi considering the speedier disposal rate of cases.	As per tender document No change.
71	23	5.34 General/ Miscellaneous Clauses	5.34.4 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.	We note that there is no limitation of liability clause in the Tender. It is important to have a cap on the liability that may arise from the indemnity provisions contained in the Tender document. We request you to kindly add a limitation of liability provision in Section 5.34.4 or add a new provision under Section 5.34. We propose to cap the liability of the bidder to either (i) the value of the applicable purchase order giving rise to the liability or (ii) price allocable to the goods/works which give rise to such a claim, whichever is lesser. We also request you to add a line in this provision saying that bidder will not be responsible for any remote/special damages. We suggest the following modifications/ provision: "Notwithstanding anything contained in this Tender/contract, the total liability of the Bidder for any kind of loss, damage or claim arising out of or connected with this Tender/Contract will not exceed either (i) the value of the applicable purchase order giving rise to the liability or (ii) price allocable to the goods/works which give rise to such a claim/liability, whichever is lesser. Neither Party shall be liable for indirect losses, consequential, collateral, special, punitive or incidental loss or damage including business loss suffered by a Party in	As per tender document, No change.

72	23	5.34 General/ Miscellaneous Clauses	5.34.5 All claims regarding indemnity shall survive the termination or expiry of the contract.	It is important to have a specific timeline for the indemnity obligations to end. We request you to consider having a specific timeline for these obligations to survive or align them with the laws of limitations as applicable. We propose the following changes to this provision: "5.34.5 All claims regarding indemnity shall survive the termination or expiry of the contract until a period of 3 years from the date of termination/expiry of contract or as per the limitation period provided in the statute of limitations as applicable."	As per tender document, No change.
73	24	5.35 Penalties for Non-performance	5.35.5 Liquidated Damages:- will be charged for delayed supply as follows– a) The supplier has to supply the indent within the time specified in the supply order. Failure to supply the indent in full within the stipulated period as mentioned in the supply order may lead to forfeiture of Performance Security and blacklisting of the suppliers. If at all the delivery is allowed to be accepted after the due date, Liquidated Damages (LD) @ 0.5% of the total amount of order (excluding taxes) per week or part thereof shall be charged, however, that the L.D. shall not exceed 10% of the amount of order.	We request you to remove the consequences such as blacklisting and forfeiture of performance security from this provision as the same are very harsh. We also request you to align the calculation of liquidated damages with the value of the delayed goods/deliverables. Accordingly, request you to kindly modify this provision in the following manner: "5.35.5 Liquidated Damages:- will be charged for delayed supply as follows– a) The supplier has to supply the indent within the time specified in the supply order. Failure to supply the indent in full within the stipulated period as mentioned in the supply order will be ~~may lead to forfeiture of Performance Security and blacklisting of the suppliers. If at all the delivery is~~ allowed to be accepted after the due date, on imposition of Liquidated Damages (LD) @ 0.5% of the total amount of delayed goods/deliverables ~~order~~ (excluding taxes) per week or part thereof shall be charged, however, that the L.D. shall not exceed 10% of the amount of purchase order giving rise to such liability/LD."	As per tender document, No change.
74	24	5.36 De-recognition/Debarment	Request to delete this clause	We request you to kindly delete/remove this clause from the tender since there are already other consequences like forfeiture of performance security and LD in case of default in performance by bidder. This is a harsh provision and will impact the business and trading of the bidders.	As per tender document, No change.

| 75 | 24 | 5.37 Termination of Contract | 5.37.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority. | We request you to clarify that the written notice for termination will give 30 days to the bidder to cure/remedy the default and only on failure of bidder to remedy the default, can customer terminate the contract. We request you to make the following changes in this provision:

"5.37.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by giving 30 days written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority provided bidder fails to remedy such default within the 30 days notice period as stated above." | As per tender document, No change. |
| 76 | 24 | 5.37 Termination of Contract | 5.37.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement. | We request you to clarify that the liability of the bidder under this provision will not exceed the value of the undelivered goods/unexecuted works. It is important to have a cap on the liability as open ended clauses and uncapped liability exposes bidder to undefined risk. We therefore request you to consider modifying this provision in the following manner to define the liability of the bidder under this provision:

"5.37.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement provided that the liability of the bidder under this provision will not exceed the value of the undelivered goods/deliverables or unexecuted works." | As per tender document, No change. |

77	25	5.37 Termination of Contract	5.37.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination isfortheconvenienceoftheTenderInvitingA uthority.Thenoticeshallalsoindicate inter-alia, the extent to which the successful bidder's performance under the contract is terminated, and the effective date of such termination.	We request you to clarify and specify a 30 days time period for the written notice in case of termination for convenience. We propose the following changes: "5.37.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving a 30 days written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination isfortheconvenienceoftheTenderInvitingAuthority.Thenotices hallalsoindicate inter-alia, the extent to which the successful bidder's performance under the contract is terminated, and the effective date of such termination."	As per tender document, No change.
78	24 and 25	5.37 Termination of Contract	Request you to add a provision dealing with termination costs on occurrence of termination event either in case of default or for convenience	It is important to have a provision in Section 5.37 dealing with termination costs since we need to define the payment and other aspects regarding termination if this right is exercised. Therefore, we request you to add a provision dealing with termination costs . We propose the following provision to be added to Section 5.37: "In the event of termination of the Tender/contract, Tender Inviting Authority will be liable to pay the Bidder the following amounts that have accrued till the date of such termination i.e., (i) value of the works executed by the Bidder till the date of termination; (ii) value of the inventory held by the Bidder at the time of termination of this Tender /Contract; (iii) dues of the Bidder's subcontractor to whom Bidder has already placed orders on behalf of Tender Inviting Authority before the termination of the contract and whose liability is coming to the Bidder at the time of termination of the Tender /Contract along with other expenses incurred by Bidder as on the date of termination with respect to deliverables supplied to the Tender Inviting Authority as on the date of termination or during the notice period."	As per tender document, No change.
79	30	Scope of Work	Generic Query	Please clarify if the Bidder is required to comply to the Make in India guidelines as there is no provision in the Tender regarding the same. Please clarify if there is any notification of any Ministry/Department (MEITY, DOT or other ministry) to meet any local content requirements with respect to the products/items to be supplied under this Tender	As per tender document, No change. Make in India will be preferred as per Govt. guidelines.
80	5, 27, 29	Seal of Bidder	Generic Query regarding requirement to put seal of the bidder with signature	We request you to clarify that putting a stamp of the company satisfies the requirement of "seal" as stated in the Tender. Please clarify that seal and stamp means the same and stamp of bidder will suffice the requirement for purpose of submission of documents under this Tender.	Both are same

#					
1	SECTION IV SPECIAL CONDITIONS OF CONTRACT 4.1 Time Limits Prescribed Page: 9 5.27 Supply Conditions Page: 20	5.1.1 : Delivery period: 60(Sixty) days from date of issue of Supply Order. 5.27.2 (a) The successful bidder shall have to supply the item(s) within the stipulated period (45 days as mentioned in Clause 5.1.1), at the warehouses/ Supply points as mentioned in the RFP.	Please clarify the delivery period as there is a contradiction in page no 9 & 20		The delivery period will be 45 days after awarding the contract because the fund of current financial year wil be surrendered on completion of the FY i.e. March-2023
2	Section V(A) Scope of Work, Page 30 - Enrollment	1. The proposed Facial Recognition Software (FRS) shall be capable of enrolling images of faces through still & video (online & offline) and then provide best matching faces for any given test face image.	1. Is the requirement here that the proposed Facial Recognition System will take images and videos and inputs and find matching faces from a database?		Yes
3	Section V(A) Scope of Work, Page 30 - CCTNS APIs	4. Software compatible with existing web interface of Odisha Police CCTNS along with API for Dashboard integration. Bidder must provide API for 3rd party software integration.	1. The proposed Facial Recognition System will require access to the images in the CCTNS system. Are there any existing CCTNS APIs available that we can review? 2. Can you share some images from CCTNS to understand the picture quality and usability. Need atleast 10.		1. The API will be provided by the bidder 2. No, it cant be provided at the time of demonstration
4	Section V(A) Scope of Work, Page 31 - Missing Persons	17. Should be able to do on line matching of Missing Person using Mobile Application on nomal Mobile Phones avalable in the market.	1.Is there a separate database for Missing Persons with images and details? If yes, can we get access to sample images to test?		No. The missing persons details are available in same database
5	Section V(A) Scope of Work, Page 31, Live Camera Feeds	18. The system should be capable of processing live camera and recorded video feeds from live IP CCTV camera feeds.	1.How many CCTV cameras will be included in scope of this project?		As of now only the footage of CCTV will used for Facial recognition. In future, live streaming of CCTV will be implemented
			2.How many cameras are outdoors vs indoors?		will be provide at the time of integration
			3.What is the make and model of cameras in scope?		will be provide at the time of integration
			4.What is the average installation height of the cameras?		will be provide at the time of integration
			5.Will the CCTV Video Feeds be used only for Search only or Enrollment as well?		Both
			6.Can we get sample videos from a few cameras for testing?		No

6	Section V(B) Technical Evaluation, Page 32, Facial Extraction	2. Facial Extraction testindatabase of10000 faces	1.Please elaborate on what will be tested on this item - Facial Extraction test in database of10000 faces		Will give 10000 faces for extraction and template creation.
7	Section V(B) Technical Evaluation, Page 32, Facial Search	4. Facial search in databaseof10000 faces	1. Will a database be provided before hand? Or do we create our own database and test image and video?		Data base will be provided on the date of demonstration
8	Section V(B) Technical Evaluation, Page 32, Facial Extraction:	5. OnLine submission ofDatato Central Server of CCTNS	1.Please elaborate on what will be submitted to CCTNS - Online submission of Data to Central Server of CCTNS		Facial and Demographic
9	Page-9, 4.2 Pre-qualification of Bidders (4.1.2)	Last3(three) financial years means either during 2017-18,2018-19 and 2018-19 or 2019-20,2019-20 and2020-21	Request you to Kindly ammend it as Minimum Turnover should not be les than 50 CR in last Three Financial Year (2019-20, 2020-21, 2021-22)	As per tender document, No change.	last three years means 2019-20, 2020-21 and 2021-22
10		Additional	Request you to Kindly add the Certification -CMMI L3, ISO 9001, ISO 27001 for Better Quality Bid Participation.		As per tender document, No change.
11		Additional	Requesting you to kindly add the Manpower of the Bidder should be more than 100. (Documentary Proof of EPF &ESIC required)		As per tender document, No change.
12		Additional	Kindly Add the Odisha Local Presence		As per tender document, No change.
13			Requesting you to Kindly Clarify the Payment terms		As per tender document, No change.
14	Page-16, 5.17.11	Land Border sharing certificate)	Kindly clarify the Same		As per tender document, No change. Format Given
15	Page-16,5.17.12	Copy of ISO/BIS Certificate	BIS Certificate is applicable for Hardware only. Please Confirm Wheather you need this or Not.		Not Needed
16	Page-18 & 20-5.24 & 5.26	Performance Security	Kindly Confirm the PBG should be submitted with in how many days after getting the LOI		As per tender document.
17	Page -29,	PAYMENT terms	Kindly confirm The Bid Value mention in the Tender Document is for One Year or For 5 year.		with 5 year of warranty
18		PRICE BID	Kindly clarify the prices we have to submit in price bid will only with 1 year warranty		Along with tender in Price Bid.

N.B-AS PER THE REQUEST OF THE BIDDERS, THE LAST DATE OF SUBMISSION OF BIDS IS EXTENDED UPTO 20.01.2023, 5.00PM