

Reference: Tender No. T-11014/39/2016-Tech dated 17 March, 2017

Date: 13 April, 2017

Pre bid Queries response to Request for Proposal (RFP) for Application Software Development, Maintenance and Support Services Agency (ASDMSA)

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
1	Section I	Clause 9	7	The Bidder should have a minimum of 150 technically qualified professionals of similar qualification and skill set on its payroll at the time of bid submission. This may be verified by self-attested statement certifying the fact in addition to EPF statements for the month preceding month of bid submission.	We request this to be relaxed to 100 technically qualified professionals of similar qualification and skill set. Also PF is optional for all employees whose basic salary is greater than 15000. So the PF statement may not reflect all professionals.	No change with respect to minimum of 150 technically qualified professionals of similar qualification and skill set on its payroll at the time of bid submission. Bidder may submit an undertaking from HR head and signed by the authorised bidder representative of the organisation as proof for compliance to this criteria. Kindly refer to the corrigendum.
2	Section V	Clause # 13.4,	92	Expert interview panels will be constituted for personnel proposed by the ASDMSA. All architect and technical leads proposed will be interviewed to evaluate the technical strength of the bidder during technical evaluation. Each key personnel will be awarded marks out of 100 detailed criteria mentioned in clause 13.7 and average of marks of all key personnel will be considered for selection of agency as mentioned in clause 10 Phase-II of Section II.	While we will provide CVs as per the requirements for evaluation, it may not be possible to deploy all the same resources as the resources are currently busy with other projects. Please confirm if we can recruit people and fill the positions within the mentioned timelines.	No change. Interview resources which are to be deployed is the major criteria for selection of bidder. Successful Bidder shall have to deploy the same resources who are proposed by the bidder in its technical bid.

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3	Section II	Clause 10	24	For Interview CVs to be submitted as mention in clause 13.4 of Section-V, Interview will be taken by Interview Panel formed by UIDAI and respective bidders will be intimated during the technical evaluation stage for the venue, time and date.	Will interview be conducted for a sample of resources or all the resources, will UIDAI pay for the travel and other expenses?	No change. Interview will be conducted only for key resources (Architects / Leads) of all the bidders who qualify the eligibility criterion during the evaluation process. However post award of the contract, UIDAI shall also interview the all the remaining 22 resources of the successful bidder. UIDAI will not pay or reimburse travel or any other expense for interview, pre selection discussion/ presentation and at the time of joining of the resources. UIDAI may allow interview though Video conferencing on specific request.
4	Section V	Clause 13.2	89	Detailed CVs should be provided for all profiles that are subject to evaluation. The area of expertise, role and tasks assigned should be clearly identified for each of the profiles.	How many CVs do we have to provide per position? Do we have to provide 36 CV's as per the below breakup or can we provide sample CVs per position. 1. Backend Architect - 2nos 2. Front end architect - 2nos 3. Security Architect - 1nos 4. Technology Lead - 9nos 5. Technology Developer- 22nos	No Change. Bidder need to provide at least one CV for the key resources (14 in no) subject to maximum of two, as mentioned in the RFP as part of the technical bid. However, after selection, successful bidder shall provide CV of all the remaining resources and interview shall be conducted by UIDAI for all other remaining resources.

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5	Section V	Application Development Methodology	82	The development methodology is modeled after agile, iterative product development life cycle. It is expected that the design will be a joint outcome of the ASDMSA and UIDAI technology team. Regular design meetings will be attended by both parties. The testing cycle will be highly automated. Goals identified for each monthly sprint with UIDAI Tech Centre Stakeholders (Project Managers and ADGs). ASDMSA team will be required to develop monthly agile stories (four weekly storylines) and automated test cases. ASDMSA is responsible for writing TRD (Technical requirements document) & detailed design document including UI and API designs), detailed test cases, test automation, fully automated build & deployment scripts. ASDMSA will also prepare monthly release plans and submit upfront to UIDAI. Key documents such as TRD, HLD, and Test Cases will be signed off by UIDAI.	Test automation is requested in RFP but there is nothing about test management where requirement test cases defects and other artefacts can be stored and we want traceability and visibility. Kindly confirm how are we planning for test management? We believe Test governance is required for successful application project delivery. Also, traceability helps in identifying the tests to be executed and impact analysis.F7	Bidder may propose methodology during the technical bid and Presentation.
6		Generic Query		Testing of Application Performance Testing	Kindly share the expected number of concurrent users & Peak users .	The requested information shall be shared with the selected bidder, if required, once the resources are on-board
7	Section V	3.1 ASDMA's scope	80	Supporting Applications such as a. Administration through Admin Portal b. Analytics and Reporting or Business Intelligence c. Fraud Management d. Portals for Partners and Public e. Mobile applications	It's mentioned that bidder needs to develop & Test Mobile Applications. We understand that applications need to be tested on real devices leveraging test automation. Kindly confirm if our understanding is correct	The ASDMSA is expected to propose an approach to address such real life scenarios as and when circumstances warrant it during the currency of the contract

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8	Section V	3.1 ASDMA's scope	80	Supporting Applications such as a. Administration through Admin Portal b. Analytics and Reporting or Business Intelligence c. Fraud Management d. Portals for Partners and Public e. Mobile applications	Kindly confirm how department will ensure that applications will work fine on real mobile devices with 2G/3G/4G network conditions. Nowhere in rfp its mentions to test apps on real network conditions. We believe the testing of the portal should include testing on 2G, 3G and 4G mobile internet speeds Please confirm if understanding is correct.	The ASDMSA is expected to propose an approach to address such real life scenarios as and when circumstances warrant it during the currency of the contract.
9	Section V	7. Testing	83	Regression Testing	We believe department plans to do automated regression testing. Kindly confirm if our understanding is correct. We understand that manual testing is a time consuming process.	Kindly refer to the scope of work. UIDAI proposes a mix of automated regression testing and manual testing keeping in mind the unique requirements of UIDAI. Additionally, test plan should address the evolving requirements of testing in an agile development model.
10	Section V	Application Development Methodology	82	Automated Testing	We understand that automation tool will be used to test web as well as Mobile apps faster on different devices working on different network conditions and screen sizes. Kindly Confirm if our understanding is correct Automated tools from Gartner Magic Quadrant should be used as Manual process is huge time consuming.	This RFP refers only with respect to on-boarding of qualified / experience resources for ASDMSA. Any third party tools required for development or test automation will be addressed by UIDAI at an appropriate time and requirement. Automation of various processes in development and testing is a key expectation from the ASDMSA

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11	Section V	13.4	100	Candidate Selection Process	We would like to request that in the current times it is nearly impossible to identify the exact resources for a particular project and keep them on bench. This has a risk of taking on unnecessary cost if the project award gets delayed OR the concerned bidder doesn't win that project at all. While UIDAI has full right of accepting / rejecting a candidate post the interview process, we would request UIDAI to allow for submission of indicative profiles during the tendering stage. Assurance can be taken from bidder that the team selected by bidder for interview process shall have similar / higher skillset / experience. In case if the positioned candidates are rejected by UIDAI, bidder will have to position fresh candidates for interview in a time bound manner.	No change.It is clarified that the selection of the bidder depends majorly on the quality of the proposed key resources. Bidders shall not be allowed to change the resources except under the circumstances of separation/ termination from the firm or due to medical reason/death.
12	Section II	17	26	The Bidder must be a reputed and experienced company operating in the field of Application Software Development having a registered office in India since the last 4 years as on 28.02.2017 and shall provide documentation signed by the Authorized signatory. Signed and scanned copy of experience certificate in this regard to be submitted along with Work Order/ Completion Certificate/ Client Certificate for previous experience in „Application Development, Maintenance and Support Services“ (mandatory to provide the financial value of the contracts).	We understand that financial value of the contract refers to the total contract value of the projects which includes application development, maintenance and support services. Kindly confirm.	Bidder understanding is correct. However maintenance and support services must also be with regards to Application and software developed only.
13	Section II	17	27	The Bidder must have completed at least 3(three) application software development and maintenance projects exceeding a cumulative value	1) We understand that cumulative value of 5 crores refers to the project value for application software development and maintenance scope including the change requests raised by customer	No change

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				<p>of 5 crores between 1st April, 2013 and 28th February, 2017 and the details of such projects must be furnished for evaluation of Technical bids. Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, number of application development resources, period of execution etc. Bidder shall provide - Work Order/ Completion Certificate/ Client Certificate for previous experience in „Application Development, Maintenance and Support Services“ (mandatory to provide the financial value of the contracts).</p> <p>For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary certificate confirming the project scope, order value, start date, project status and project duration. Software development projects „Gone Live“ till date of submission of this bid shall be considered. However bidder is required to furnish a certification from the respective client clearly mentioning that the project is in Go live status.</p>	<p>wrt. application development, maintenance and support services during implementation or operation and maintenance phase. Kindly confirm.</p> <p>2) Kindly consider the modification as per below: Certificate from the Company Auditors/ Company Secretary/Chartered Accountant and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, number of application development resources, period of execution etc</p> <p>3) We understand that financial value of the contracts refers to the value of application software development, maintenance and support scope of the project. Kindly confirm.</p> <p>4) If yes for point no. 3 above, please note that work order, client certificate and completion certificate does not specify value of application software development, maintenance and support services separately. For verification of this value, we request you to allow submission of certificate from Chartered Accountant/Authorized Signatory. Kindly consider.</p> <p>5) Please note that Non-Disclosure Agreement cannot be shared with other customers. Hence, we request deletion of this clause. In this regards, we request you to consider submission of certificate from Chartered Accountant/Company Secretary/Authorized Signatory confirming project scope, project value of relevant scope, start date, project status and project duration. Kindly consider the request.</p> <p>6) Request modification as per below: However bidder is required to furnish a certification from the respective client/Company secretary/authorized signatory clearly mentioning that the project is in Go live status.</p>	

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14	Section II	10	23	Evaluation of only 3 Software projects out of those at least one should be in similar large scale open source application. Cumulative Value of Software Development projects (Excluding COTS implementation or customisation) between 1st April, 2013 and 28th February, 2017 exceeding 5 Cr – 5 Cr - 8Cr - 14 Marks8 Cr - 12 Cr - 17 MarksAbove 12 Cr - 20 MarksSoftware development projects „Gone Live“ till 28thFebruary, 2017 may also be considered. However, value of such projects shall be derived from the contract with the respective client and only value up to the mile stone achieved shall be considered for evaluation. Bidder shall provide clear evidences to this effect including contract copy with payment schedule and work completion certificate mentioning the value or services rendered/ milestone completed.	1) We understand that cumulative value refers to the project value for application software development, maintenance and support scope including the change requests raised by customer wrt. application development, maintenance and support services during implementation or operation and maintenance phase. Kindly confirm.2) We understand that there is typo as it is repeated in the same criteria, kindly review:Software development projects „Gone Live“ till 28thFebruary till submission of the bid, 2017 may also be considered.3) Please note that projects are under Non-Disclosure Agreements with clients and contract copy, payment schedule could not be shared. Kindly consider modification as per below:Bidder shall provide clear evidences to this effect including contract copy with payment schedule and work completion certificate from Authorized signatory/ Company secretary/ Chartered Accountant mentioning the value or services rendered/ milestone completed.	No change
15	Section II	10, 17	22,26	Annual Turnover from Application Software Development (excluding COTS implementation or customisation) during last 3 financial yrs. ending 31/03/16 However, in the case of nonavailability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable	Please note that audited balance sheets and financial statements does not specify turnover from application software development, maintenance and support services. We request modification as per below for pre-qualification and technical evaluation. Annual Turnover from Application Software Development (excluding COTS implementation or customisation) during last 3 financial yrs. ending 31/03/16 However, in the case of nonavailability of audited balance sheets, a Certificate from the Statutory Auditor/ Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable	No change

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16	Section IV	B – Bidder Company's Experience – Application Software Development, Maintenance and Support Services	62, 66	Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form.	Request modification as below: "Certificate from the Company Auditors/ Company Secretary/ Chartered Accountant and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, period of execution etc"	No Change
17	Section V	Scope of work	75	Role of ASDMSA	We understand that the role of ASDMSA is to provide resources as mentioned in the RFP and commercial format on time and material basis only. We understand that UIDAI/MSP will assign the work to the ASDMSA resources and UIDAI/MSP will be responsible for the project rollout. ASDMSA resources will execute the task assigned to them and support UIDAI/MSP in the project roll out. Kindly confirm.	Kindly refer to section V of the RFP. Project Management shall be UIDAI responsibility however ASDMSA resources shall have to execute the task as assigned to the satisfaction of UIDAI.
18	V	3	89	The scope of work for ASDMSA spans the complete Application Life Cycle from designing, developing, testing & maintaining the UID application 4.0, from the UIDAI's Bangalore Technology Centre	The ASDMSA, post signing the contract and completion of KT, is expected to first upgrade UID-APP to version 4.0 and then support the version 4.0. Support for version 3.0 is not in scope. Please confirm.	ASDMSA shall be hired on a T&M basis. UID-APP 4.0 is a series of incremental improvements over UID-APP 3.0.(all existing applications) The first time ASDMSA deploys a particular application it is deemed to move 4.0, even though it might only be an incremental change from 3.0. The projects taken over by ASDMSA would be referred as V 4.0
19	V	12	98	The ASDMSA teams will physically work out of UIDAI Tech Center Bangalore.	We understand ASDMSA resources are not expected to travel. In case any travel is required, then the same will not exceed 2 to 3 weeks of duration and all costs for such travel will be borne by UIDAI. Please confirm	Kindly refer to clause 12 of section V for more clarity.

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20	V	15	105	As and when necessary based on release criticality, it is expected that team will work extra hours including weekend in case of emergency (meeting promised release timelines or to address production issues).	Support may be required over week-ends / month-ends / out-of-working hours. We understand that the vendor will be reimbursed for overtime / working on holidays. We reimburse our employees for such instances (as per our company policies and employee benefits) and we would request UIDAI to extend the same benefits to our employees too. Please confirm.	As mentioned in the RFP, normal working hours shall be 8 hrs 30 minutes and normally number of working days in a week shall be 5 days. It is expected that team is able to complete the required work with in the normal parameters. However, it might be required that at certain time extra hours are put in by the resources to meet the timelines. Office facility shall be provided for such time when the team is required to work for extra hours. No extra reimbursement/ overtime is provisioned for the same. Bidders may bid accordingly.
21	V	15	105	The number of hours working in day shall be 8 hrs 30 minutes and number of working days in a week shall be 5 days. The resources can avail holidays as per UIDAI list of holidays.	Does UIDAI provide night-shift support for UID-APP to its partners or are there any batch-jobs/integrations that require night-shift support? Will any of the SI resource be expected to work in night-shifts?	As mentioned, normal working hours shall be 8 hrs 30 minutes. ASDMSA resources may be required for support at night time in exceptional circumstances, however no additional support would provided by UIDAI.
22	V	15	105	The number of hours working in day shall be 8 hrs 30 minutes and number of working days in a week shall be 5 days. The resources can avail holidays as per UIDAI list of holidays.	Are any resource expected to work in early-morning / late-evening shifts?	As mentioned, normal working hours shall be 8 hrs 30 minutes. In exceptional circumstances resources may asked to work in early morning / late evening shifts.
23	General	General	General	General	Please suggest on the current challenges (if any) faced with the current application	The selected Bidder, if required, shall be provided briefing once on-board.

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24	General	General	General	General	Please suggest on the current challenges (if any) faced with the current Managed Service Provider	Bidder should refer to the scope of work and other conditions provided in the RFP for the purpose of bidding. The question is not relevant.
25	General	General	General	General	Kindly share the technology being used in the applications.	Indicators to the required skills has been provided in the RFP along with the Resource requirement. For more details kindly refer to the technical documentations available at UIDAI website.
26	--	--	26	Technical evaluation scoring 100 marks	Considering the technical requirements and criticality of the project, ASDMSA should have the highest level of software development capability. Kindly consider allocating 20 marks for CMMi Level 5 as part of the technical evaluation.	No Change. Quality of the proposed candidate remains the key focus of the evaluation process.
27	--	--	6	The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.	Bidder requests modification: - The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking <u>as on the date of submission of the bid</u> from bidder in this regard to be submitted.	Kindly refer to the corrigendum

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28	Section I - Invitation to Bid	1 (e)	9	Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app , shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	Bidder requests modification: - Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app , shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	No Change
29	Section II - Instructions to Bid	2	18	The Financial Proposal/Commercial bid format as mentioned in Financial Proposal of Section IV is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	Bidder requests modification: - The Financial Proposal/Commercial bid format as mentioned in Financial Proposal of Section IV is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.	No Change

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30	Section II - Instructions to Bid	5 - Bid Security	20	3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.5. Unsuccessful Bidder"s bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder.7. The bid security may be forfeited, if:a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; orb. In the case of a successful Bidder, if the Bidder fails;i. to sign the Contract in accordance with Clause 15;ii. to furnish performance security in accordance with Clause 16.	Bidder requests modification: -3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI in the Bid Document and <i>shall be valid for 45 days beyond the validity of the Bid</i> .5. Unsuccessful Bidder"s bid security will be discharged/ returned as promptly as possible but not later than 30 days <u>after selection of the successful bidder</u> award of contract to the selected bidder .7. The bid security may be forfeited, if:a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; orb. In the case of a successful Bidder, if the Bidder fails;i. to sign the Contract <u>on mutually agreed terms and conditions</u> in accordance with Clause 15;ii. to furnish performance security <u>after signing the contract</u> in accordance with Clause 16.	No Change

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31	Section II - Instructions to Bid	7 - Format and Signing of the Bid	21	<p>Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.</p> <p>2. Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.</p> <p>The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.</p>	<p>Bidder requests modification: -</p> <p>Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.</p> <p>2. Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.</p> <p>The bid shall contain no interlineations, erasures or overwriting <u>except for the deviations submitted by the bidder forming an integral part of the bidder's proposal along with the necessary correction to</u> as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.</p>	No Change
32	Section II - Instructions to Bid	11	25	<p>1. The UIDAI may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to expand resources by up to 50% or to reduce up to 25% as when work is reduced if deemed necessary by UIDAI, subject to 50% of the Contract value.</p> <p>2. The UIDAI shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.</p>	<p>1. The UIDAI may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to expand resources by up to 50% or to reduce up to 25% as when work is reduced if deemed necessary by UIDAI, subject to 50% of the Contract value by giving 90 days prior written notice to the bidder.</p> <p>2. The UIDAI shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.</p>	No Change

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33	Section II - Instructions to Bid	14	25	2. The notification of award will constitute the formation of the Contract.3. UIDAI upon signing the contract with successful bidder, pursuant to Clause 15, UIDAI will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to Clause 5.	Bidder requests UIDAI to delete this clause as the Notification of award cannot constitute the formation of the contract.	Kindly refer to corrigendum
34	Section II - Instructions to Bid	15	26	2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.	Bidder requests modification: - 2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract <u>containing mutually agreed terms and conditions</u> and return it to the UIDAI.	No change
35	Section II - Instructions to Bid	16	26	Within 10 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI.	Bidder requests modification: - Within 10 days of the receipt of notification of award from the UIDAI <u>signing the contract</u> , the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI.	No change. Bidder Needs to submit the Performance Bank guarantee before signing of the contract.
36	Section II - Instructions to Bid	17	26	Conditions for Pre Qualification of Bidders - As per RFP The Bidder should have a minimum of 150 technically qualified professionals of similar qualification and skillset on its payroll at the time of bid submission. This may be verified by self-attested statement certifying the fact in addition to EPF statements for the month preceding month of bid submission.	Bidder requests modification: - The Bidder should have a minimum of 150 technically qualified professionals of similar qualification and skillset on its payroll at the time of bid submission. This may be verified by self-attested statement certifying the fact in addition to EPF statements for the month preceding month of bid submission.	In case bidder is not able to submit EPF statements, bidder may submit an undertaking from HR head of the organisation as proof for compliance to this criteria clearly mentioning that there are more than 150 technically qualified professionals of similar qualification and skillset on the bidder's payroll. Refer Corrigendum

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37	Section III - General Conditions of Contract	1.1 (a)	35	“Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.	Bidder requests modification: - “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time <u>and applicable to the ASDMSA while provisioning services during the term of the contract.</u>	No change
38	Section III - General Conditions of Contract	1.9 (a) (ii)	37	“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;	Bidder requests modification: - “fraudulent practice” means <u>an intentional</u> misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;	No change

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39	Section III - General Conditions of Contract	1.1	38	Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser"s Bidders, shall not be liable to Purchaser:a. For any indirect or consequential loss or damage; and;b. For any direct loss or damage that exceedsi. The Contract Value, orii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.2. This limitation of liability shall not affect the Bidder"s liability, if any, for damage to Third Parties caused by the Bidder/ Bidder"s Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.	Bidder requests modification: Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser"s Bidders, shall not be liable to Purchaser:a. For any indirect or consequential loss or damage; and;b. For any direct loss or damage that exceedsi. The annual Contract Value, orii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.2. This limitation of liability shall not affect the Bidder"s liability, if any, for damage to Third Parties caused by the Bidder/ Bidder"s Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services. The bidder under no circumstances shall be liable for any indirect damages. Also, the liability cap should be capped at the Annual Contract Value.	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
40	Section III - General Conditions of Contract	1.11	39	<p>1. Within 10 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee from a scheduled bank.</p> <p>2. The Performance Security Bank Guarantee shall be released on completion of the Contractual Obligations.</p> <p>3. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Bidder.</p>	<p>Bidder request modification: -</p> <p>1. Within 10 20 days <u>of signing the contract</u> after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee from a scheduled bank.</p> <p>2. The Performance Security Bank Guarantee shall be released on completion of the Contractual Obligations.</p> <p>3. The performance security should remain valid <u>till the contract term</u> for a period of 60 days beyond the date of completion of all contractual obligations of Bidder.</p>	No Change
41	Section III - General Conditions of Contract	1.13	40	<p>The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.</p>	<p>Bidder requests deletion of this clause as compliance with such a clause is not possible since it effectively precludes the Bidder from pursuing any remedy available to the Bidder under law.</p>	<p>No change.</p> <p>The clause provides fair chance to the successful bidder to examine and then sign no claim certificate</p>

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
42	Section III - General Conditions of Contract	1.14	40	c) Relationship with Government Ministry / Department's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Ministry or Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.	Bidder requests deletion of this clause as it is not possible for an organization with more than 1.5 Lakh employees to give such an undertaking.	Kindly refer to the corrigendum. This is to avoid any conflict of interest.
43	Section III - General Conditions of Contract	2.2	42	If this Contract does not become effective within such time period as defined in the RFP, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFP.	Bidder requests modification: - If this Contract does not become effective within such time period as defined in the RFP <u>due to reasons solely and directly attributable to the successful bidder</u> , UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFP.	Kindly refer to the corrigendum

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
44	Section III - General Conditions of Contract	2.9.1	46	<p>h) If the Bidder fails to provide the quality services as envisaged under this Contract. The UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Bidder to improve the quality of the services.</p> <p>k) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <p>i. If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the Vendor fails to perform any other obligation(s) under the contract.</p>	<p>Bidder requests modification: -</p> <p>h) If the Bidder fails to provide the quality services as envisaged under this Contract <u>within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</u> The UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one <u>more</u> chance to the Bidder to improve the quality of the services.</p> <p>k) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <p>i. If the Vendor fails to deliver Services within the time period(s) specified in the Contract <u>and within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing</u> or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the Vendor fails to perform any other <u>material</u> obligation(s) under the contract <u>within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</u></p>	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
45	Section III - General Conditions of Contract	2.9.5	47	Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder: a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Purchaser" may consider to make payment for the part satisfactorily performed.	Bidder requests modification: - Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder: a) If the Contract is terminated pursuant to Clause 2.9.1 (a), (d), (e), (g), (h) and (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (b), (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Purchaser" may consider to make payment for the part satisfactorily performed.	No Change
46	Section III - General Conditions of Contract	2.1	47	The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement and at the time of extension of contract the parties may negotiate for increasing or decreasing the price subject to ceiling of 10%.	Bidder requests modification: - The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement of rates and terms and at the time of extension of contract the parties may negotiate for increasing or decreasing the price subject to ceiling of 10%.	Kindly refer to the corrigendum
47	Section III - General Conditions of Contract	3.4	50	The Bidder a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP/contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases	Bidder requests modification: - The Bidder a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP/contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs,	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
				thereof, and b) with respect to such accounts and records related to this contract, shall periodically permit the "Purchaser" or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the "Purchaser", if so required by the "Purchaser" as the case may be	and the bases thereof, and b) with respect to such accounts and records related to this contract, shall periodically once in every twelve (12) months , permit the "Purchaser" or its designated representative after being served a prior notice of at least thirty (30) days , during the contract period and up to a period of five one (1) years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the "Purchaser", if so required by the "Purchaser" as the case may be. <u>However any cost to be incurred for audit under this clause shall be borne by purchaser.</u> <u>Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.</u>	
48	Section III - General Conditions of Contract	3.5	50	The Bidder shall obtain the Purchaser's prior approval in writing before any change or addition to the Personnel listed as mentioned by bidder after the signing of contract.	Bidder requests modification: - <u>Except in case of resignation, termination of employment, medical illness etc.</u> The Bidder shall obtain the Purchaser's prior approval in writing before any change or addition to the Personnel listed as mentioned by bidder after the signing of contract.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
49	Section III - General Conditions of Contract	3.7	50	<p>a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.</p> <p>b) The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Purchasers" prior written approval to such agreements, and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	<p>Bidder requests modification: -</p> <p>a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.</p> <p>b) The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request <u>provided such request shall not be unreasonably withheld.</u> If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Purchasers" prior written approval to such agreements <u>provided such approval shall not be unreasonably withheld.</u> and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
50	Section III - General Conditions of Contract	9	58	iii. The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.iv. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.v. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.vi. All claims regarding indemnity shall survive the termination or expiry of the Contract.	Bidder requests modification: -iii. The Bidder shall at all times indemnify and keep indemnified the Purchaser against all third party claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.iv. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any grossly negligent action, omission or operation conducted by or on behalf of the Bidder.v. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.vi. All claims regarding indemnity shall survive the termination or expiry of the Contract.	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
51	Section IV - Annexure - Standard Forms	Pre Qual Form 1	60	We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Application Development, Maintenance and Support Services related to the assignment not later than _____ (Commencement date).	Bidder requests modification: - We hereby declare that all the information and statements made in this Pre-Qualification Proposal <u>are true to the best of our knowledge and understanding</u> and accept that any <u>intentional</u> misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Application Development, Maintenance and Support Services related to the assignment not later than _____ (Commencement date).	No Change
52	Section IV - Annexure - Standard Forms	Form TECH 1 - Technical Proposal Submission Form	64	We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Application Development, Maintenance and Support Services related to the assignment not later than _____ (Commencement date).	Bidder requests modification: - We hereby declare that all the information and statements made in this Pre-Qualification Proposal <u>are true to the best of our knowledge and understanding</u> and accept that any <u>intentional</u> misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Application Development, Maintenance and Support Services related to the assignment not later than _____ (Commencement date).	No Change
53	Section V - Scope of Work	3.1	80	Scope will include only the software system (entire UID software application modules) which has the following components	Bidder requests modification: - Scope will include <u>comprise</u> only the software system (entire UID software application modules) which has the following components	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
54	Section V - Scope of Work	13.4 (iv)	90	If ASDMSA is not able to fulfil specific roles in the contract, UIDAI will have the right to fulfil these roles from a third party and place them as part of the team, at the risk and cost of bidder, without prejudice to the other remedies available in the contract	Bidder requests modification: -If ASDMSA is not able to fulfil specific roles in the contract, UIDAI will have the right to fulfil these roles from a third party and place them as part of the team, at the risk and cost of bidder, without prejudice to the other remedies available in the contract. <u>Provided however that UIDAI shall first give a prior reasonable notice to the Service Provider to rectify the default and only if the default continues even after the expiry of the cure period shall UIDAI have the right to invoke this clause. Provided further that the aggregate liability on account of the invocation of this clause shall be restricted to 5% of the charges which otherwise would have been payable to the Service Provider had this clause not been invoked.</u>	No change.Provision of notice is described in the RFP

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
55	Section V - Scope of Work	Appendix D - Non Disclosure Declaration	101	1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us throughout the contract period and will survive the contract period in case we are selected as a successful bidder.	<p>Bidder requests modification: -</p> <p>1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, comprise any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser <u>provided any confidential information disbursed to the bidder in a form other than writing shall be reduced to writing within seven (7) days from the date of disclosure.</u> We also hereby agree that this NDA will be binding on us through-out the contract period <u>till the signing of contract with the successful bidder</u> and will survive the contract period in case we are selected as a successful bidder.</p>	No change
56	Commencement of Services	2.3	42	On the Bidder's inability to meet the requirements imposed by the staffing schedule, the Purchaser shall, without prejudice to the other remedies available in the Contract, deduct a sum equivalent to 20% per day per non-deployed resource calculated on the basis of staff man month rate from the quarterly bill, up to maximum deduction of 10 % of the contract value	<p>Bidder requests modification: -</p> <p>On the Bidder's inability to meet the requirements imposed by the staffing schedule, the Purchaser shall, without prejudice to the other remedies available in the Contract, deduct a sum equivalent to 5% 20% per day per non-deployed resource calculated on the basis of staff man month rate from the quarterly bill, up to maximum deduction of 3% 10% of the contract value</p>	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
57	Payment upon Termination	2.9.5	47	<p>Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed</p>	<p>Bidder requests modification: -Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed.In the event of termination, Purchaser shall pay bidder for services rendered including work in progress till the effective date of the termination.</p>	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
58	Terms of Payment	6.3	54	<p>The payments in respect of the Services shall be made as follows:</p> <p>a) The Bidder shall submit the invoice for payment quarterly. The payment shall be released as per Time and Material basis after deduction on account of not meeting the SLA and TDS.</p> <p>b) The payment shall be made only after receipt of status of Actual Manpower deployment, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance certified by the accepting authority where the Manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that quarter</p>	<p>Bidder requests modification: -</p> <p>The payments in respect of the Services shall be made as follows:</p> <p>a) The Bidder shall submit the invoice for payment on monthly basis quarterly. The payment shall be released as per Time and Material basis after deduction on account of not meeting the SLA and TDS.</p> <p>b) The payment shall be made only after receipt of status of Actual Manpower deployment, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance certified by the accepting authority where the Manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that quartermonth.</p>	Kindly refer to the corrigendum.
59	Staffing Schedule	13.1	88	<p>Tranche 1</p> <p>b) Any deviation from the above staffing schedule will result in application of penalties at the rate of 20 % per day per resource (applicable from the 31st day after signing of contract, on daily rate of resource).</p>	<p>Tranche 1</p> <p>b) Any deviation from the above staffing schedule will result in application of penalties at the rate of 5% 20% per day per resource (applicable from the 31st day after signing of contract, on daily rate of resource). Penalty shall be levied till the date of deployment (excluding deployment date) upto a maximum of thirty (30) days.</p>	No change.
60	Staffing Schedule	13.1	88	<p>Tranche 2</p> <p>Any deviation from the above staffing schedule will result in application of penalties at the rate of 20 % per day per resource (applicable from the 61st day after signing of contract, on daily rate of not deployed resource).</p>	<p>Tranche 2</p> <p>Any deviation from the above staffing schedule will result in application of penalties at the rate of 5% 20% per day per resource (applicable from the 61st day after signing of contract, on daily rate of not deployed resource). Penalty shall be levied till the date of deployment (excluding deployment date) upto a maximum of thirty (30) days.</p>	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
61	NA	Savings Clause	NA	Clause to be added	ASDMSA's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent ASDMSA's performance is effected , delayed or causes non-performance due to UIDAI's omissions or actions whatsoever.	No change.Any performance delay or non performance of ASDMSA due to reasons not in control of ASDMSA in judgement of UIDAI, shall not be attributed to ASDMSA.
62	NA	Deemed Acceptance	NA	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by UIDAI in the event when UIDAI has not submitted its acceptance or rejection response in writing to ASDMSA within 15 days from the date of installation/commissioning or when UIDAI uses the Deliverable in its business, whichever occurs earlier. Parties agree that ASDMSA shall have 15 days time to correct in case of any rejection by Client.	No change.
63	NA	Change Orders	NA	Clause to be added	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. ASDMSA will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, ASDMSA shall not be bound to perform any additional services.	No Change
64	NA	Bidders right to terminate	NA	Clause to be added	The ASDMSA shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
65	NA	Non-hire	NA	Clause to be added	During the term of this Agreement and for a period of one year thereafter UIDAI shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by ASDMSA, without the prior written consent thereof from ASDMSA. Thus, the UIDAI agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to ASDMSA at law or in equity	No change
66	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids Phase II: Evaluation of Technical Bids SL. B : Evaluation of only 3 Software projects out of those at least one should be in similar large scale open source application.	23	Cumulative Value of Software Development projects (Excluding COTS implementation or customisation) between 1st April, 2013 and 28th February, 2017 exceeding 5 Cr	We request to change as:Cumulative Value of Software Development projects (Excluding COTS implementation or customisation) between 1st April, 2011 and 28th February, 2017 exceeding 5 Cr –	No change
67	SECTION III – General Conditions of Contract	6. PAYMENTS TO THE BIDDER 6.3 Terms of Payment	54	The payments in respect of the Services shall be made as follows: a) The Bidder shall submit the invoice for payment quarterly.	We request to include onboarding allowance which is a standard practice in any T&M high end resource cases.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
68	SECTION III – General Conditions of Contract	6. PAYMENTS TO THE BIDDER 6.3 Terms of Payment	54	The payments in respect of the Services shall be made as follows: a) The Bidder shall submit the invoice for payment quarterly.	We request you to consider monthly payment and request you to process 90 % of the payment immediately after the end of month and balance 10 % (which is the maximum LD) can be processed end of qtr so that the organisation creates a sustainable cash flow.	Kindly refer to the corrigendum.
69	SECTION III – General Conditions of Contract	6. PAYMENTS TO THE BIDDER 6.3 Terms of Payment	54	The payments in respect of the Services shall be made as follows: a) The Bidder shall submit the invoice for payment quarterly.	Kindly assure that 90% of the monthly payment shall be released within 2 weeks of submission of Invoice.	Kindly refer to the corrigendum.
70	SECTION III – General Conditions of Contract	6. PAYMENTS TO THE BIDDER 6.3 Terms of Payment	54	The payments in respect of the Services shall be made as follows:	Please clarify on the over time/ Saturday Sunday working allowances	No such provision. Bidder may bid accordingly.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
71	SECTION III – General Conditions of Contract	2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT <u>2.3</u> Commencement of Services	42	c) The Penalty will be applied, if the vendor is not able to deploy/provide resources within 31 days of the signing of contract, as per the Service Level Agreement (Section V, Clause # 15).	Please clarify the penalty through an example as explained in the pre bid.	Penalties shall be levied on occurrence of two events i.e. of non-deployment/absenteeism of resources as per the schedule and on absenteeism beyond the 4 days (subject to 12 days annually) calculated on a quarterly basis. The penalty in both cases shall be calculated per day of non deployment per resource and shall be 20% of the per day cost. Per day cost shall be calculated on the basis of man month cost quoted by the successful bidder for the respective resource. Month will be of 30 days. For example if the man month rate quoted by the bidder for a particular resource is INR 9000 and the resource is absent for 6 days in a quarter then the penalty shall be applicable for 2 days (6-4). The penalty per day shall be 20% of (9000/30) i.e. Rs 60. Thus total penalty for two days shall be Rs 120. To elaborate further if the bidder deploy 17 resources as described in the RFP by 31 days from the from contract signing, and deploys remaining 2 resources on 40 day, penalty for nine day for each resource shall be levied. This would be calculated in the similar way as described in the other example
72	New clause			There is no provision of consortium bid.	As these are multiskilled resources and the deployment time is very limited we request you to allow consortium to bid.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
73	SECTION III – General Conditions of Contract	1.10 Limitation of Liability	38	<p>1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser"s Bidders, shall not be liable to Purchaser:</p> <p>a. For any indirect or consequential loss or damage; and;</p> <p>b. For any direct loss or damage that exceeds</p> <p>i. The Contract Value, or</p>	We request make the limitation of liability is sealed at 10 % of the contract value.	No change
74	SECTION III – General Conditions of Contract	6.3 Terms of Payment	54	<p>The payments in respect of the Services shall be made as follows:</p> <p>c) For the purpose of payment above, satisfactory means; acceptance of the deliverables....</p> <p>d) If the invoices, reports and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable and which are accepted satisfactorily by the Purchaser.</p>	Project deliverables are not in our control as project scope is not known to us, project estimation is not done by us, project is not monitored by us and hence hence project deliverables needs to be removed from payment terms. In case of non performance of a specific resource, UIDAI may ask for replacement of particular resource by giving one month notice.	It is clarified that the SLA and the penalties as defined in the RFP are for deployment and absenteeism. Project management shall be responsibility of UIDAI. Kindly refer to the corrigendum.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
75		16.Service Conditions	94	d) The resources may avail up to a maximum of 4 days of leave in one quarter subject to cap of 12 days in a period of 12 months starting from the date of commencement of services.	One additional leave per month for the resources, which can be carried forward so that people can go on vacation. It will be called annual leave.	No change. Bidder may bid accordingly.
76	EQ Criteria	Clause B	Page 23	Cumulative Value of Software Development projects (Excluding COTS implementation or customisation) between 1st April, 2013 and 28th February, 2017 exceeding 5 Cr – 5 Cr - 8Cr - 14 Marks 8 Cr - 12 Cr - 17 Marks Above 12 Cr - 20 Marks Software development projects „Gone Live“ till 28th February, 2017 may also be considered. However, value of such projects shall be derived from the contract with the respective client and only value up to the mile stone achieved shall be considered for evaluation. Bidder shall provide clear evidences to this effect including contract copy with payment schedule and work completion certificate mentioning the value or services rendered/ milestone completed.	We request you to consider the cumulative value of Software Development projects (Excluding COTS implementation or customisation) between 1st April, 2011 till 28th February, 2017 exceeding 5 Cr –	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
77	PQ Criteria	Clause 4	Page 6	The Bidder must have an average annual turnover of minimum INR 25 Crores during each of the last 3 financial years ending 31st March, 2016 from Application Software Development. The Application Software Development turnover should primarily be from application software development (custom or product development only) and not from package/COTS implementation or customization. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	<p>We request you to consider the turnover of the parent company as well. The highlighted text of the RFP should be:-</p> <p>The turnover refers to the turnover of the company including the parent company and not the composite turnover of its subsidiaries/sister concerns, etc.</p>	<p>No change .</p> <p>It is clarified that turnover should be of the legal entity bidding for the ASDMSA.</p>
78	Terms of payment	Clause 6.3	Page 54	The payments in respect of the Services shall be made as follows: a) The Bidder shall submit the invoice for payment quarterly.	We request to include resource mobilization expenses as this is a standard practice in any T&M deals.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
79	Terms of payment	Clause 6.3	Page 54	The payment shall be made only after receipt of status of Actual Manpower deployment, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance certified by the accepting authority where the Manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that quarter	Please consider monthly payment and request you to process 90 % of the payment immediately after the end of month and balance 10 % (which is the maximum LD) can be processed end of qrtr so that the organisation creates a sustainable cash flow.	Kindly refer to the corrigendum.
80	Bidder's Personnel	Point 4	Page 51	No Details in the existing RFP	There is no clarity on the over time/ Saturday Sunday working allowances for the resources. We request you to include the allowances for overtime, Saturday and Sunday working. In case of overtime, For female staff, we request you to include the cab expenses.	No such provision. Bidder may bid accordingly.
81	Penalty	Clause 13.1	Page 88	Any deviation from the above staffing schedule will result in application of penalties at the rate of 20 % per day per resource (applicable from the 31st day after signing of contract, on daily rate of resource).	Please clarify the penalty through an example as explained in the pre bid.	Pls refer to reply at serial no 71
82	Consortium	New Clause		Consortium not allowed	As these are multiskilled resources and the deployment time is very limited we request you to allow consortium to bid.	No change
83	1.10 Limitation of Liability			Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser: a. For any indirect or consequential loss or damage; and; b.	Please cap the limitation of liability at 10 % of the contract value.	No change Refer the relevant clause in the RFP.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
				For any direct loss or damage that exceeds i. The Contract Value, or		
84	SECTION III – General Conditions of Contract	Clause 6.3	Page 54	<p>The payments in respect of the Services shall be made as follows:</p> <p>c) For the purpose of payment above, satisfactory means; acceptance of the deliverables....</p> <p>d) If the invoices, reports and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable and which are accepted satisfactorily by the Purchaser.</p>	We do not have any control on the Project deliverables as we not managing the scope, hence project deliverables needs to be removed from payment terms. In case of non performance of a resource, UIDAI may ask for replacement with 30 days prior notice.	It is clarified that the SLA and the penalties as defined in the RFP are for deployment and absenteeism. Project management shall be responsibility of UIDAI. Kindly refer to the corrigendum.
85	Service Conditions	Clause 16	Page 94	d) The resources may avail up to a maximum of 4 days of leave in one quarter subject to cap of 12 days in a period of 12 months starting from the date of commencement of services.	One additional leave per month for the resources, which can be carried forward so that people can go on vacation. It will be called annual leave.	No change. Bidder may bid accordingly

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
86	Section II	10. Criteria for Evaluation of Bids Phase II: Evaluation of Technical Bids	Pg No- 26	B. Evaluation of 3 Software projects out of those at least one should be in similar large scale open source application. Average of Software projects during last 3 year exceeding 8 Cr each sending 31.03.2016 - 8 Cr - 10 Cr - 14 Marks 11 Cr - 15 Cr - 17 Marks Above 15 Cr - 20 Marks	Kindly clarify that whether the value of the software projects should only include software development and maintenance or the Turnkey projects will also be considered for evaluation purpose. We have implemented our own product with customisation and done the maintenance, hope this kind of project will be considered.	Only software development and maintenance components of the project with the clients will be considered for this purpose. In light of the above turnkey projects may be considered provided the project involves software application development work. However, in turnkey projects, price of hardware components, services components like Customer care support, connectivity cost etc., if any, which are not relevant for the current bid, may be excluded from the contract value. Documentary evidence with respect to same shall be submitted by the bidder.
87	Section I	3. EMD		EMD will be in BG form	Kindly accept BG or DD	As per the RFP validity of 180 days + 45 days is required for which purpose DD may not suffice. Thus No change in the clause.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
88	Section II	17. Conditions for Pre-Qualification of Bidders	Pg No-31	7. The Bidder must have completed at least 3 (three) software projects exceeding 8 crores each in last 3 financial years and the details of such projects must be furnished for evaluation of Technical bids. Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory on number of application development resources. - Work Order/ Completion Certificate/ Client Certificate for previous experience in 'Application Development, Maintenance and Support Services" (mandatory to provide the financial value of the contracts).	Kindly clarify that whether the value of the software projects only includes software development and maintenance or the Turnkey projects will also be considered for evaluation purpose. Also, kindly clarify that whether the Certificate from the Authorized Signatory will be considered for the number of application development resources.	Only software development and maintenance components of the project with the clients will be considered for this purpose. In light of the above turnkey projects may be considered provided the project involves software application development work. However, in turnkey projects, price of hardware components, services components like Customer care support, connectivity cost etc., if any, which are not relevant for the current bid, may be excluded from the contract value. Documentary evidence with respect to same shall be submitted by the bidder.
89	Section V	13.4 Candidate Selection Process	Pg No-100	ii. ASDMSA will be ensuring that 90% of those personnel projected in the pre-bid interview will remain part of the project for at least 12 months from date of on-boarding.	Kindly request to reframe this criteria as - ii. ASDMSA will be ensuring that 90% of those personnel projected in the pre-bid interview will remain part of the project for at least 12 months from date of on-boarding. And in case, the proposed resource is not available, the replacement for the resource will be provided within 30 working days. Kindly take the interview of only key resources for marking purpose.	Interviews shall only be conducted for the key resources viz. - 5 architects and 9 team leads. Please find relevant excerpt from RFP in Section V - Scope of Work
90	Section V	13.4 Candidate Selection Process	Pg No-100	iv. If ASDMSA is not able to fulfill specific roles in the contract, UIDAI will have the right to fulfill these roles from a third party and place them as part of the team, at the risk and cost of bidder.	Kindly request to reframe this criteria as - iv. If ASDMSA is not able to fulfill specific roles in the contract, ASDMSA with the consent of UIDAI will have to fulfill these roles from a third party and place them as part of the team, at their own risk and cost.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
91	Section I	1.12 Price Fall	39	The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.	Pricing for Similar Manpower supply services to Government for identical requirement. This will not cover Lumpsum contract or any manpower supply as part of extension of contract or support or cases where scope of work is not identical.	No change
92	Section III	1.12 Price Fall	39	3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.	Universally, the salaries are revised for employees each year. If bidder supplied resources to UIDAI, and the project is on-going, the bidder also need to increase salaries case by case basis for a smooth project work and retention of talent. Therefore, a 8% year on year increase is requested from the quoted value. Kindly let us know whether UIDAI is ok for this.	Kindly refer to corrigendum
93	Section III	2.3 Commencement of Services	42	c)The Penalty will be applied, if the vendor is not able to deploy/provide resources within 31 days of the signing of contract, as per the Service Level Agreement (Section V, Clause # 15).	Bidder shall take care to meet UIDAI requirements to its best. However, in the endeavour of providing best resources to UIDAI, bidder may recruit/hire/transfer some of his resources from any existing assignments. This may result in transition time from resource end along with bidder's organization processes. A whopping 20% penalty shall be reconsidered to 5% which is common practice in other Government bids. Also, request UIDAI, to elaborate on staffing window process since it	No change. Kindly note that to ease the deployment, bidder has been allowed to deploy in two parts. Bidder needs to deploy 19 resources as mentioned in the RFP by 31st day of contract signing.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
94	Section I	13.1	89	Any deviation from the above staffing schedule will result in application of penalties at the rate of 20 % per day per resource (applicable from the 61st day after signing of contract, on daily rate of not deployed resource).	involves SLA of interview panel.	No change Kindly refer reply to query # 71
95	Section II	Evaluation of Technical Bids	23	Evaluation of only 3 Software projects out of those at least one should be in similar large scale open source application.	We request experience in executing Opensource or Government projects in any revenue model (T&M) or end to end bidder managed lumpsumetc to be considered for this experience.	No change.
96	Section II	11. UIDAI's Right to Vary Scope of Contract at the time of Award	25	2. The UIDAI shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.	Will there be any minimum number of resources procured from a bidder.	No change. It may be decided at the later stage mostly driven by performance of ASDMSA agency and requirement of UIDAI
97	Section II	24. Post Qualification	30	1. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract.	Will there be any time period for this assessment	Expected to be determined during the bid evaluation period as per the criterion provided in the RFP
98	Section III	3.3 Confidentiality	49	Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	Bidder shall take all reasonable care to maintain confidentiality of information. However, in the event of resources working from customer location, the bidder may have little or no control resources. UIDAI shall provide reasonable infrastructure for the consultants and bidder may not have any binding on lapse arise out of it.	No change. Confidentiality is major concern for UIDAI. Bidder must ensure that reasonable efforts are made by the Bidder to sensitise the resources in this regard.
99	Section V	13.1 Staffing Schedule	88	The bidder shall provide a detailed staffing schedule as part of the Technical Proposal. All the resources shall be deployed by with in 60 days from the date of signing of contract.	Can this be amended such that in case of bidder and purchaser mutually agree in writing for any particular skill set, the staffing schedule can be extended as per mutual agreement.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
100	Section I	Section I- Invitation to Bid	11	Method of Selection	Refer to Page 10, Method of Selection : "Pre-Qualification of eligible Bidders followed by Quality and Cost Based Selection [QCBS]" Since the method of selection is QCBS; in order to supply stable and qualified resources, it is recommended to modify the prequalification criteria to CMM Level 5 companies such that the supplied resources stay stable in the project, able to leverage on their experience in working with international projects and be more suitable for UIDAI requirements.	No Change. Quality of the proposed candidate remains the key focus of the evaluation process.
101	Sect II	Clause 5 point 3	20	The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.	It is recommended that EMD validity be same as bid validity.	No change
102	Sect II	Clause 6 point 2	20	However, A Bidder will not be permitted to modify its bid.	It is recommended to delete this clause	No change
103	Sect III	1.1	38	Limitation of Liability	Liability of TCS should not exceed 10% of contract value under this clause.	No change. Kindly refer the liability clause
104	Sect III	2.9.1 e)	45	The Purchaser may by written notice sent to the Bidder, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination	It is recommended to delete this clause	No change
105	Sect III	2.1	47	The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement and at the time of extension of contract the parties may	It is recommended to delete the cap	Kindly refer to corrigendum

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
				negotiate for increasing or decreasing the price subject to ceiling of 10%		
106	Sect III	3.4 b)	50	with respect to such accounts and records related to this contract, shall periodically permit the "Purchaser" or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the "Purchaser", if so required by the "Purchaser" as the case may be	It is recommended to delete this clause	No change
107				General	<p>It is recommended to change the payment terms as mentioned below</p> <ul style="list-style-type: none"> - 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 - 100% payment for Data Migration upon completion of migration - Payment for Infra O&M as equated quarterly installment in Advance - Payment for Services O&M as equated monthly installment in Arrears. 	No change. There is no hardware asked in the bid.
108				General	<p>Credit Period is nowhere given in RFP.</p> <p>It is recommended to pay the invoices raised by TCS within 30 days of receipt of invoices, failing which interest @ 2% per month shall be charged.</p>	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
109				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 equipment's shall be transferred to customer upon delivery.	No change. Kindly refer scope of work
110				General	There is no clause for Exit Management It is recommended to add Exit Management with a notice period of 180 days	No change
111	Checklist	4	6	The Bidder must have an average annual turnover of minimum INR 25 Crores during each of the last 3 financial years ending 31st March, 2016 from Application Software Development. The Application Software Development turnover should primarily be from application software development (custom or product development only) and not from package/COTS implementation or customization. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	It should be changed to "The Bidder must have an average annual turnover of minimum INR 25 Crores during each of the last 3 financial years ending 31st March, 2016 from Application Software Development.. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable." Instead should be "[The turnover should be on account of IT/ITES/ICT Systems Integration, Software development, Implementation & support "	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
112	Checklist	5	6	The Bidder must have completed at least 3(three) software development and maintenance projects exceeding a cumulative value of 5 crores between 1st April, 2013 and 28th February, 2017 and the details of such projects must be furnished for evaluation of Technical bids. Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, number of application development resources period of execution etc. Also see Clause 17 of Section II.	The Bidder must have completed at least 3(three) software development and maintenance projects exceeding a cumulative value of 5 crores between 1st April, 2013 and 28th February, 2017 and the details of such projects must be furnished for evaluation of Technical bids. Certificate from the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, number of application development resources period of execution etc. Also see Clause 17 of Section II. Or client certificate should suffice (work order/PO/completion/LOI)	No change
113	Section II	10 C	24	* For Interview CVs to be submitted as mention in clause 13.4 of Section-V, Interview will be taken by Interview Panel formed by UIDAI and respective bidders will be intimated during the technical evaluation stage for the venue, time and date.	Due to global movement of resources it will be difficult to provide same resources as proposed in the Response. However similar resources can be provided for the interviews	No Change. The clause refers to the interview of the proposed resources. Bidder need to propose same resources for the interview which are to be deployed . UIDAI may allow interview though Video conferencing on specific request.
114	Section III	1.8	37	The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.	The prices should be exclusive of taxes.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
115	Section V	4	81	<p>Provide team of 36 people (expandable by up to 50% or to reduce up to 25% as and when work is reduced if deemed necessary by UIDAI) as detailed in the Clause 13 under Section V, to develop and maintain the UIDAI applications version 4.0. A 30 day notice shall be given by UIDAI to the successful Bidder for all such ramp up or ramp down of resources. This team would be engaged by UIDAI on a time and materials basis. This team will consist of architects, team leads and developers of high quality talent selected through a rigorous interview process. These resources are expected to perform following activities:</p> <ul style="list-style-type: none"> i. Application Design ii. Application development iii. Automated test and deployment scripts iv. Application enhancement and maintenance. v. All activities associated with product including QA, release, configuration, documentation & training to stake holders. vi. Application Transition from current MSP. 	As resources are on time and material basis SLA for performing the activities cannot be guaranteed by the bidder	<p>No change.</p> <p>The resources need to perform and carry out activities as per the scope of the work</p>

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
116	SECTION II – Instructions to Bid	3. Firm Prices	19	1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in Financial Proposal of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only. 2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Financial Proposal of Section IV. Prices quoted in the Financial Proposal of Section IV and BOQ_XXXX.xls should be same and in case of any deviation in BOQ_XXXX.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges. 3. The Purchaser, reserves the right to review and negotiate the charges payable for Goods/ Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.	<u>Bidder suggests this provision be revised as under:</u> 1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in Financial Proposal of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only. 2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should exclude all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Financial Proposal of Section IV. Prices quoted in the Financial Proposal of Section IV and BOQ_XXXX.xls should be same and in case of any deviation in BOQ_XXXX.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges.	Kindly refer to corrigendum

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
117	SECTION II – Instructions to Bid	5. Bid Security	20	<p>7. The bid security may be forfeited, if:</p> <p>a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or</p> <p>b. In the case of a successful Bidder, if the Bidder fails;</p> <p>i. to sign the Contract in accordance with Clause 15;</p> <p>ii. to furnish performance security in accordance with Clause 16.</p>	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>7. The bid security may be forfeited, if:</p> <p>a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or</p> <p>b. In the case of a successful Bidder, if the Bidder fails;</p> <p>i. to sign the mutually agreed Contract in accordance with Clause 15;</p> <p>ii. to furnish performance security in accordance with Clause 16.</p>	No change
118	SECTION II – Instructions to Bid	6. Period of Validity of Bids	20	<p>2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.</p>	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. If the Bidder agrees with such extension, the validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.</p>	No change
119	SECTION II – Instructions to Bid	11. UIDAI's Right to Vary Scope of Contract at the time of Award	25	<p>1. The UIDAI may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to expand resources by up to 50% or to reduce up to 25% as when work is reduced if deemed necessary by UIDAI, subject to 50% of the Contract value.</p> <p>2. The UIDAI shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.</p>	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>The UIDAI may at any time during the period of contract, by a written request given to the Bidder, suggest changes within the general scope of the Contract, which changes shall be agreed in accordance with mutually agreed change control procedure.</p>	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
120	SECTION II – Instructions to Bid	17. Conditions for Pre-	27	For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary certificate confirming the project scope, order value, start date, project status and project duration. Software development projects „Gone Live“ till date of submission of this bid shall be considered. However bidder is required to furnish a certification from the respective client clearly mentioning that the project is in Go live status.	<u>Bidder suggests this provision be revised as under:</u> Software development projects „Gone Live“ till date of submission of this bid shall be considered. However bidder is required to furnish a certification from the respective client clearly mentioning that the project is in Go live status.	No change
121	SECTION II – Instructions to Bid	30. Confidentiality	32	Information relating to evaluation of Proposals, recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.	[Note: This needs to be subject to standard confidentiality exclusions.]Information relating to evaluation of Proposals, recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
122	SECTION II – Instructions to Bid	30.1 Confidentiality of Document	32	This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix D of Section VI. Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Bidder has to submit a non-disclosure agreement as per Appendix D of Section VI.	[Note: This needs to be subject to standard confidentiality exclusions.]This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix D of Section VI. Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Bidder has to submit a non-disclosure agreement as per Appendix D of Section VI.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
123	SECTION II – Instructions to Bid	32.1 Pre-qualification Proposal and Technical Proposal	32	(a) For the FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar nature are required in Form TECH-2 of Section IV. For each relevant assignment, the outline should indicate the names of Professional staff (key resources along with the roles) who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Purchaser as a corporation or as one of the major companies within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Purchaser.	<u>Bidder suggests this provision be revised as under:</u> (a) For the FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar nature are required in Form TECH-2 of Section IV. Information should be provided only for those assignments for which the Bidder was legally contracted by the Purchaser as a corporation or as one of the major companies within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Purchaser.	No change
124	SECTION II – Instructions to Bid	32.1 Pre-qualification Proposal and Technical Proposal	33	(b) For the FTP: Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.	<u>Bidder suggests this provision be revised as under:</u> For the FTP: Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
125	SECTION III – General Conditions of Contract	1.1 Definitions	35	(c) “Contract” means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.	<u>Bidder suggests this provision be revised as under:</u> (c) “Contract” means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure, to the extent mutually agreed.	No change
126	SECTION III – General Conditions of Contract 1. GENERAL PROVISIONS	1.8 Taxes and Duties	37	1. The Bidder, Sub-Bidders, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India. 2. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.	<u>Bidder suggests this provision be revised as under:</u> The Purchaser shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India. The Purchaser shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
127	SECTION III – General Conditions of Contract 1. GENERAL PROVISIONS	1.10 Limitation of Liability	38	<p>1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser"s Bidders, shall not be liable to Purchaser:</p> <p>a. For any indirect or consequential loss or damage; and;</p> <p>b. For any direct loss or damage that exceeds</p> <p>i. The Contract Value, or</p> <p>ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.</p>	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>1. Bidder shall not be liable to Purchaser:</p> <p>a. For any indirect, punitive, incidental, special, exemplary or consequential loss or damage; and;</p> <p>b. For any direct loss or damage that exceeds fees received by the Bidder under the Contract in the twelve months period immediately preceding the date such liability arose</p> <p>2 The 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 or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of Purchaser, then the Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of Purchaser. Such failures or delays shall be brought to the notice of Purchaser and subject to mutual agreement (including on commercials) with Purchaser, the Bidder shall take such actions as may be necessary to correct or remedy the failures or delays.</p>	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
128	SECTION III – General Conditions of Contract 1. GENERAL PROVISIONS	1.12 Price Fall	39	<p>1. The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract. 2. If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.</p> <p>3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.</p>	<p><u>Bidder suggests this provision be revised as under:</u> On the date of submission of the Bid and three months thereafter, the prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description and quantity on similar terms to any similarly placed persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be. If on the date of submission of the Bid and three months thereafter the Bidder reduces the sale price, sells or offers to sell such Services of identical description and quantity on similar terms to any similarly placed person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract.</p>	<p>Kindly refer to corrigendum. It is also clarified that the clause is applicable for the " Services of identical description" as per sl no 1.</p>

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
129	SECTION III – General Conditions of Contract 1. GENERAL PROVISIONS	1.14 Conflict of interest	40	The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the “Services” under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.	<u>Bidder suggests this provision be revised as under:</u> The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.	No change
130	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.2 Termination of Contract for Failure to Become Effective	42	If this Contract does not become effective within such time period as defined in the RFP, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFP.	<u>Bidder suggests this provision be revised as under:</u> If this Contract does not become effective within such time period as defined in the RFP, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void, in such case UIDAI and may invite the next ranked bidder or publish new RFP.	Kindly refer to corrigendum.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
131	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.3 Commencement of Services	42	c) The Penalty will be applied, if the vendor is not able to deploy/provide resources within 31 days of the signing of contract, as per the Service Level Agreement (Section V, Clause # 15). d) On the Bidder's inability to meet the requirements imposed by the staffing schedule, the Purchaser shall, without prejudice to the other remedies available in the Contract, deduct a sum equivalent to 20% per day per non-deployed resource calculated on the basis of staff man month rate from the quarterly bill, up to maximum deduction of 10 % of the contract value. e) If the Bidder is unable to provide/deploy resources as per Tranche 1 as defined in clause 13.1 section V within sixty (60) days from the contract signing, the Purchaser may consider termination of the Contract pursuant to Clause 2.9.1(k). f) If the Bidder is unable to provide/deploy all resources as per Tranche 2 as per Clause 13.1 of section V within 90 days from date of signing of contract the Purchaser shall have right to terminate Contract pursuant to Clause 2.9.1(k)	<u>Bidder suggests this provision be revised as under:</u> c) The Penalty will be applied, if the vendor for reasons solely attributable to it is not able to deploy/provide resources within 31 days of the signing of contract, as per the Service Level Agreement (Section V, Clause # 15). d) On the Bidder's inability for reasons solely attributable to it to meet the requirements imposed by the staffing schedule, the Purchaser shall, without prejudice to the other remedies available in the Contract, deduct a sum equivalent to .5% per day per non-deployed resource calculated on the basis of staff man month rate from the quarterly bill, up to maximum deduction of 5 % of the contract value. e) If the Bidder for reasons solely attributable to it is unable to provide/deploy resources as per Tranche 1 as defined in clause 13.1 section V within sixty (60) days from the contract signing, the Purchaser may consider termination of the Contract pursuant to Clause 2.9.1(k). f) If the Bidder for reasons solely attributable to it is unable to provide/deploy all resources as per Tranche 2 as per Clause 13.1 of section V within 90 days from date of signing of contract the Purchaser shall have right to terminate Contract pursuant to Clause 2.9.1(k)	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
132	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.5 Entire Agreement	43	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>This Contract contains all covenants, stipulations and provisions agreed by the Parties and set forth the entire understanding of the parties with respect to the subject matter hereof and thereof. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.</p> <p>This Contract supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Contract by a representation or warranty other than those expressly set out in this Contract. 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 Contract.</p>	No change.
133	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.8 Suspension	45	The “Purchaser” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension i. shall specify the nature of the failure, and ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>The “Purchaser” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract in spite of 30 days written notice by the Purchaser to the Bidder to cure such failure, including the carrying out of the Services, provided that such notice of suspension i. shall specify the nature of the failure, and ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.</p>	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
134	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.9 Termination 2.9.1 By the Purchaser	45	The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days" written notice of termination to the Bidder, and sixty (60) days" in the case of the event referred to in (e).	<u>Bidder suggests this provision be revised as under:</u> The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days" written notice of termination to the Bidder and provided bidder has failed to remedy the failure within such notice period, and 90 days in the case of the event referred to in (e).	No change
135	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.9 Termination 2.9.1 By the Purchaser	45	e) The Purchaser may by written notice sent to the Bidder, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. f) If the Bidder submits to the "Purchaser" a false statement which has a material effect on the rights, obligations or interests of the "Purchaser".	<u>Bidder suggests this provision be revised as under:</u> e) The Purchaser may by written notice sent to the Bidder, terminate the Contract, in whole or in part at any time of its convenience. f) If the Bidder knowingly submits to the "Purchaser" a false statement which has a material effect on the rights, obligations or interests of the "Purchaser".	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
136	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.9 Termination 2.9.1 By the Purchaser	46	i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of Section III hereof.	<u>Bidder suggests this provision be revised as under:</u> i)	No query asked or suggestion provided.
137	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.9 Termination 2.9.4 Cessation of Services	47	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the “Purchaser”, the Bidder shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of Section III hereof.	<u>Bidder suggests this provision be revised as under:</u> Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Bidder shall, immediately upon effective date of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the “Purchaser”, the Bidder shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of Section III hereof.	Kindly refer to the corrigendum.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
138	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.9.5 Payment upon Termination	47	a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed.	<u>Bidder suggests this provision be revised as under:</u> If the Contract is terminated pursuant to Clause 2.9.1 hereof for Services performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;	Kindly refer to the corrigendum.
139	SECTION III – General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	2.10 Extension of Contract	47	The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement and at the time of extension of contract the parties may negotiate for increasing or decreasing the price subject to ceiling of 10%.	<u>Bidder suggests this provision be revised as under:</u> The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement and at the time of extension of contract the parties may negotiate for increasing the price subject to ceiling of 10%.	Kindly refer to the corrigendum

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
140	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.	49	b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Purchaser” on the procurement of goods, works or services, the Bidder shall comply with the Purchaser’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Purchaser”. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the “Purchaser”.	<u>Bidder suggests this provision be revised as under:</u> b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Purchaser” on the procurement of goods, works or services, the Bidder shall comply with the Purchaser’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Purchaser”.	No change
141	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.3 Confidentiality	49	Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	<u>Bidder suggests this provision be revised as under:</u> Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. [Note: This provision needs to be subject to standard confidentiality exclusions.]	No change. The RFP only refers to confidential information.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
142	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.4 Accounting, Inspection and Auditing	50	b) with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the “Purchaser”, if so required by the "Purchaser" as the case may be	<u>Bidder suggests this provision be revised as under:</u> b) with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of six months from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the “Purchaser”, if so required by the "Purchaser" as the case may be Audits under the Contract shall be conducted during normal working hours and upon reasonable advance written notice to the Bidder. Purchaser and its auditors will: (i) comply with Bidder’s reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by Bidder; and (ii) cooperate with Bidder to minimize any disruption to Bidder’s business activities. In no case Bidder shall be required to share any internal commercial information including profit margins, mark ups etc.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
143	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.7 Documents Prepared by the Bidder to be the Property of the Purchaser	50	a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.	<u>Bidder suggests this provision be revised as under:</u> a) <u>Subject to provisions on Software Vendor Materials and third party IPR</u> , all plans, drawings, specifications, designs, reports, other documents and software (including source code) developed by the Bidder specifically for the Purchaser under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of such software so developed under this contract along with a detailed inventory thereof <u>provided Bidder is in receipt of all payments under the Contract.</u>	No change. The clause refers to deliverables under this contract only.
144	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.7 Documents Prepared by the Bidder to be the Property of the Purchaser	51	b) The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Purchasers" prior written approval to such agreements, and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	<u>Bidder suggests this provision be revised as under:</u> b) The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Purchaser shall obtain prior written approval to such agreements .	No Change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
145	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.8 Equipment, Vehicles and Materials Furnished by the “Purchaser”	51	Equipment, vehicles and materials made available to the Bidder by the “Purchaser”, or purchased by the Bidder wholly or partly with funds provided by the “Purchaser”, shall be the property of the “Purchaser” and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the “Purchaser” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Purchaser”s instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the “Purchaser” in writing, shall insure them at the expense of the “Purchaser” in an amount equal to their full replacement value.	<u>Bidder suggests this provision be deleted asn the same is not applicable to the cirent engagement.</u> [Not Applicable]	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
146	SECTION III – General Conditions of Contract 3. OBLIGATIONS OF THE BIDDER	3.10 Intellectual Property Rights (IPR)	51	<p>a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Purchaser”</p> <p>b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees (“Software Vendor Materials”) shall remain the property of the Bidder. Bidder grants the Purchaser a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, paid up license to use the Software Vendor Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Contract.</p>	<p>Bidder suggests this provision be revised as under:</p> <p>Subject to provisions on Software Vendor Materials and third party IPR, the intellectual property rights to all the deliverables specifically developed for the Purchaser shall remain sole and absolute property of the “Purchaser” provided Bidder is in receipt of all payments under the Contract.</p> <p>The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract or developed independent of this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees including any customization, modifications or improvement thereto (“Software Vendor Materials”) shall remain the property of the Bidder. Bidder grants the Purchaser a non-exclusive, non-transferable, perpetual, irrevocable, paid up license to use the Software Vendor Materials to the extent the same have been incorporated in the deliverables. The foregoing license does not authorize Purchaser to (a) separate Software Vendor Materials from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, license, sub license, assign or in any other way convey, transfer or alienate the Software Vendor Materials in favour of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Software Vendor Materials.</p>	Kindly refer to corrigendum

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
					<p>All the intellectual property rights 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 Purchasers/ the Bidder's licensor and to the extent required for the purposes specified in the Agreement Purchaser shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.</p> <p>Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity the Bidder's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Agreement for Purchaser, for any other client of the Bidder. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.</p> <p>Purchaser warrants that the materials provided by Purchaser to Bidder are duly owned or licensed by the Purchaser.</p>	

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
147	SECTION III – General Conditions of Contract 4. BIDDER'S PERSONNEL	4.4 Removal and/or Replacement of Personnel	52	a) Except as the Purchaser may otherwise agree, no changes/ replacement shall be made in the Key Personnel as mentioned in clause 4 of Section V. If, for any reason beyond the reasonable control of the Bidder, such as separation from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Key Personnel, the Bidder shall provide a replacement of the resource of equivalent or better qualifications.	<u>Bidder suggests this provision be revised as under:</u> Except as the Purchaser may otherwise agree or for reasons set out in this clause, no changes/ replacement shall be made in the Key Personnel as mentioned in clause 4 of Section V. If, for any reason beyond the reasonable control of the Bidder, such as separation from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Key Personnel, the Bidder shall provide a replacement of the resource of equivalent or better qualifications.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
148	SECTION III – General Conditions of Contract 6. PAYMENTS TO THE BIDDER	6.3 Terms of Payment	53-54	c) For the purpose of payment above, satisfactory means; acceptance of the deliverables as well as acceptance of all the reports as mentioned above by the Purchaser after submission by the Bidder. d) If the invoices, reports and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable and which are accepted satisfactorily by the Purchaser. "e) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with: i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified."	<u>Bidder suggests this provision be revised as under:</u> d) If the invoices submitted by the Bidder are not acceptable to the Purchaser for non submission of documents as per b above, reasons for such nonacceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. "e) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with: The Bidder shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. "	Kindly refer to the corrigendum.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
149	SECTION III – General Conditions of Contract 8. SETTLEMENT OF DISPUTES	8.2 Arbitration	57	14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.	<u>Bidder suggests this provision be revised as under:</u> 14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work/ obligations in accordance with the provisions under this Contract <u>unless such work/obligations itself is subject matter of dispute</u>	No Change
150	SECTION III – General Conditions of Contract 9. MISCELLANEOUS PROVISIONS	Miscellaneous Provisions	58	iii. The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. iv. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder. v. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like. vi. All claims regarding indemnity shall survive the termination or expiry of the Contract.	<u>Bidder suggests this provision be revised as under:</u> iv. A Party (as indemnifying party) shall at all times indemnify and keep indemnified the Other Party (indemnified party) against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by indemnified party's employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the indemnifying party unless caused by negligence or misconduct of indemnified party/ its personnel. v. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
151	SECTION VI – APPENDIX	Appendix D - Non-Disclosure Declaration	101	It is hereby agreed as under: 1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us throughout the contract period and will survive the contract period in case we are selected as a successful bidder.	<u>Bidder suggests this provision be revised as under:</u> It is hereby agreed as under: The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us throughout the contract period and will survive for three years from the contract period in case we are selected as a successful bidder. <u>In we are not selected as a successful bidder, the obligations under this declaration/ NDA shall expire on completion of one year from the date hereof. Any information which may be orally/visually disclosed, will be identified at the time of disclosure as confidential and, within fifteen (15) days of its disclosure, be summarized in writing and designated Confidential by the Purchaser.</u>	No change. However it is clarified that NDA shall not be valid for unsuccessful bidders.
152	SECTION VI – APPENDIX	Appendix D - Non-Disclosure Declaration	102	e) is released from confidentiality with the written consent of the Purchaser	<u>Bidder suggests this provision be revised as under:</u> e) is released from confidentiality with the written consent of the Purchaser; f. is independently developed by the Bidder without reference to confidential information of the Purchaser.	No change.

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
153	SECTION VI – APPENDIX	Appendix D - Non-Disclosure Declaration	103	8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.	<u>Bidder suggests this provision be revised as under:</u> Bidder suggests this provision be revised as under: 8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render reasonable assistance to the Purchaser <u>at the Purchaser’s cost</u> to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care. <u>The obligations under this declaration shall mutatis mutandis apply to the Purchaser for protection of confidential information of the Bidder.</u>	No change
154					Additional Clauses:	
					Bidder suggests that the following additional clauses be added in the final contract for the engagement resulting pursuant to this RFP:	
					1. Termination	
					Termination for Material Breach. In the event of a material breach of the provisions of this Agreement, the non-breaching party may terminate this Agreement, upon written notice to the breaching party if the breaching party fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party requiring the remedy.	No change

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
					Termination for Insolvency. Either party may terminate this Agreement, in the event of any proceedings in bankruptcy, insolvency or winding up by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.	No Change
					In the event of termination, Purchaser shall however, be liable to pay Bidder for the services rendered till the effective date of termination and reasonable termination compensation towards unrecovered investments.	No Change
					2. Payment Terms	
					All fees payable to the Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature (including any changes to the existing taxes or incorporation of new taxes) and where such taxes are applicable, the Purchaser shall be responsible to pay or reimburse the Bidder the amount of such taxes.	No change. Kindly refer RFP.
					All invoices and bills will be raised by Bidder as per the mutually agreed payment schedule and will become due for payment within thirty (30) days of presentation. Any invoice remaining unpaid after a period of thirty days shall be treated as a debt owed by the Purchaser to the Bidder and the Bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2%. Without prejudice to the other rights available, the Bidder also reserves the right to withhold the provision of services till such time all the payments due to it have been made by the Purchaser and any such withholding by the Bidder shall not be treated as breach by it of the provisions of the Agreement.	No change. However UIDAI will endeavour to clear the invoice and the review of the deliverables in least possible time subject to all required document are submitted along with the Invoice.
					3. Employee non-solicitation	

S No	Section	Clause No.	Page No	Existing Provision in the Clause	Clarification Sought	Response/Clarification
					The Bidder and Purchaser each agree that during the term a Bidder personnel or Purchaser employee is associated with the services under the Agreement and for a period of twelve months after such person ceases to be so associated, neither the Bidder nor Purchaser shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.	No change
					4. Acts or omissions of Other Party	
					Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party.	No change

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