

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

Date: 13 April, 2017

**Corrigendum No. 1**  
**Request for Proposal (RFP) for Application Software Development, Maintenance and Support Services Agency (ASDMSA)**

S. No.	Section No.	Clause No.	Page No.	Clause as per RFP	Modified Clause/ Addendum to clause
1.	Checklist	2.1	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.	The bidder should not <b>be</b> blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs <b>at the time of bid submission</b> . Undertaking from bidder in this regard to be submitted.
2.	Checklist	Clause 2.9	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.	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. <b>In case bidder is not able to submit EPF statements, an undertaking from HR head of the organization and signed by authorized signatory may be submitted 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.</b>
3.	Section I	4. Bid Document Fee	12	a) The Bidder is required to pay INR 1000 towards Bid Document Fee, on or before bid opening date/time, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favour of "PAO, UIDAI" and payable at New Delhi. The Bid Document Fee is non - refundable. The Bid Document is not transferable.	a) The Bidder is required to pay INR 1000 towards Bid Document Fee, on or before bid opening date/time, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favour of <b>"Unique Identification Authority of India"</b> and payable at New Delhi. The Bid Document Fee is non - refundable. The Bid Document is not transferable.



4.	Section II	3. Firm Prices	19	<p>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.</p> <p>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_XXXXX.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.</p> <p>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.</p>	<p>1. Prices quoted must be firm and final and shall not be subject to any upward modifications <b>except as per amendment at Sr. No. 14 of this corrigendum</b>, 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.</p> <p>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_XXXXX.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.</p>
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5.	Section II	10. Criteria for Evaluation of Bids	22	SI	Evaluation Parameter	Evaluation Criteria	Weight-Age	Maximum Score	SI	Evaluation Parameter	Evaluation Criteria	Weight-Age	Maximum Score
				A	Bidder's credentials (turnover & resources)	Annual Turnover from Application Software Development (excluding COTS implementation or customisation) during last 3 financial yrs. ending 31/03/16 25Cr - 50Cr - 6 Marks 50Cr - 75Cr - 8 Marks Above 75 Cr - 10 Marks	10%	10	A	Bidder's credentials (turnover & resources)	<b>Average</b> Annual Turnover from Application Software Development (excluding COTS implementation or customisation) for last 3 financial yrs. ending 31/03/16 25Cr - 50Cr - 6 Marks 50Cr - 75Cr - 8 Marks Above 75 Cr - 10 Marks	10%	10
6.	Section II	14	25	2. The notification of award will constitute the formation of the Contract.					Within 10 days of receipt of the notification of the award of the contract from UIDAI, the successful bidder shall submit the acceptance of notification of award and such acceptance shall constitute the formation of the contract.				
7.	Section II	17.3	26	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.					The bidder should not <b>be</b> blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs <b>at the time of bid submission</b> . Undertaking from bidder in this regard to be submitted.				
8.	Section II	Clause 17.11	28	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.					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. <b>In case bidder is not able to submit EPF statements, an</b>				

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					undertaking from HR head of the organization and signed by authorized signatory may be submitted 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.
9.	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.	3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract <b>except as per amendment at Sr. No. 14 of this corrigendum.</b>
10.	Section III	1.14	40	---	The clause remains same. However it is clarified that the term "consultant" or "consultants" be read as ASDMSA or the successful bidder and the term "employer" or "employers" be read as UIDAI or the Purchaser.
11.	Section III	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.	If this Contract does not become effective within such time period as defined in the RFP, <b>except for the reasons not attributable to bidder in judgement of UIDAI</b> , 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.
12.	Section III	2.9.4	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	Upon termination of this Contract by notice <b>by the purchaser to the other party</b> , 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

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				"Purchaser", the Bidder shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of Section III hereof.	as provided, respectively, by Clauses 3.9 or 3.10 of Section III hereof.
13.	Section III	2.9.5	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;	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(e) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
14.	Section III	2.10	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%	The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement. <b>On such extension of the contract, the contract price shall be increased by 10% and shall remain fixed for next two years of extension, in case the contract is extended by two years on year on year basis. Increase in the contract price shall imply that the staff man month cost (without taxes) of the deployed resources, shall be increased by 10% respectively.</b>
15.	Section III	3.10	51	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.	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 shall <b>remain property of the bidder. All</b> new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees ("Software Vendor Materials") <b>under this contract</b> , shall remain the property of the <b>purchaser</b> . 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.



16.	Section III	6.3 Terms of Payment clause.d	54	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.	d)(i) If the reports and deliverables submitted by the Bidder are not acceptable <b>or found not satisfactory</b> to the Purchaser, reasons for such non-acceptance should be recorded in writing <b>and communicated to successful bidder</b> , the reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted.  (ii) The Purchaser shall release <b>100 %</b> of the quarterly 'payment due' to the successful Bidder. <b>'Payment due' shall mean quarterly applicable payment to be paid by the purchaser as per the resource(s) cost of the contract, after deduction of cost due to excess leaves or non deployment, absence and any penalties as per the RFP, as applicable, provided that the successful bidder has submitted all required document including attendance verified by UIDAI along with quarterly payment claim.</b>
17.	Section V	15. Service level agreement and targets	93	a) Failure to satisfy/fulfil the sufficiency requirements as mentioned in the staffing schedule table for Tranche 1 and Tranche 2 as per clause 13.1 Staffing Schedule of section V will be construed as non-compliance to SLA and Bidder would be liable to incur penalties arising out of the same to the tune of 20% per day per resource calculated on the basis of respective staff man-month rate.	a) Failure to satisfy/fulfil the sufficiency requirements as mentioned in the staffing schedule table for Tranche 1 and Tranche 2 as per clause 13.1 (Staffing Schedule) of section V, will be construed as non-compliance to SLA and Bidder would be liable to incur penalties arising out of the same. <b>Per day penalty of such occurrence of non-deployment, shall be 20% of daily rate of that resource.</b>

The other terms and conditions of the bid document will remain the same

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