

4(4)/57/369/ASK/2018-E&U-I
Govt. of India
Ministry of Electronics and Information Technology
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
(E&U Division)

7th Floor, UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001
Date: - 29th October, 2018

CORRIGENDUM III

Sub: Reply to Queries and Revised Corrigendum for “REQUEST FOR PROPOSAL FOR ESTABLISHING AND RUNNING OF AADHAAR SEVA KENDRAS”

Tender No. 2018_DIT_390883_1 dated:- 03rd October, 2018

1. The replies to individual queries by perspective bidders is given at page 2 to page 48.
2. Based on the pre bid meetings held on 9th October and 15th October 2018 and written queries received in writing/over email certain clauses of the RFP have been amended/clarified and new clauses added as given at page 49 to page 77.



(Prabhakaran C. R.)
Deputy Director

Consolidated Clarification to Queries "RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
1	Section I	PART-I: Notice Inviting Tender	5	Bid Submission End Date	To extend the date of submission of bid response by at least 6-8 weeks from the date release of the queries/corrigendum	Please refer Annexure.
2	Section II	PART-II: ELIGIBILITY CRITERIA	17	Annual Turnover	Request you to kindly relax this criterion to Average Annual turnover of Rs 250 Crores.	Please refer Annexure.
3	Section II	PART-II: ELIGIBILITY CRITERIA	18	Manpower	Request you to kindly relax this criterion and consider employee strength of 400 instead of 500 on the payroll of the bidder.	Please refer Annexure.
4	Section I	PART-I: Notice Inviting Tender	5	Bid Submission End Date	We further request that minimum 4 week time may be granted for preparation & submission of bids post pre-bid queries clarification	Please refer Annexure.
5	Section II	PART-II: ELIGIBILITY CRITERIA	17	Annual Turnover	Please amend that previous enrollment agencies are also being participant in this BID as well who did more than 1crore + succesfull aadhaar enrollment.	Clause is clear.
6	Section II	PART-II: ELIGIBILITY CRITERIA	18	Manpower	Please amend the condition that organiation having employee 250+ onrole employees or may be addition that company/organisation having experiance to handle 10 lac + public thorough their network for providing public delievery services across their authorised channel/network or previous enrollment agencies are also being participant in this BID as well who did more than 1crore + succesfull aadhaar enrollment.	Please refer Annexure.
7	Section II	PART-II: ELIGIBILITY CRITERIA	17	Annual Turnover	Annual Turnover The Bidder should have had a minimum Average annual turnover of Rs. 250 Crores in last 3 years .The bidder should be BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services,Public Service Delivery / has worked with UIDAI for aadhaar enrollment & has complete atleast 1crore aadhaar enrollments.	Please refer Annexure.
8	Section II	PART-II: ELIGIBILITY CRITERIA	18	Manpower	The bidder shall have at least 500 full time employee on their roles as on date .	Please refer Annexure.
9	PART-II:	6	18	Manpower - The bidder shall have at least 500 full time employee on their roles as on date from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery type of projects	We suggest that the minimum criteria to be reduced to 400 full employees	Please refer Annexure.
10	PART-II:	B 1	20	No. of States/UTs in which own and exclusive Public Service Setup/Registered/Branch Offices are present	We suggest the Centres of ur Business Partners through which we are provding PAN services/TIN services should also be considered.	Not agreed. Clause is clear.
11	PART-II:	B 1	20	FORM 3 (a) and 3 (b)	Kindly provide the same	Please refer Annexure.
12		2.11.3	29	Electronic Queue Management System, that supports the following functional requirements: i. Capacity to handle at least 100/50 transactions per hour per counter for Model A and Model B respectively.	Update and enrolment on one kit would be approximately 45 to 50 enrolments/updates per day. As such, the Capacity to handle 100 transactions per hour per counter is on very high side. We suggest that the capacity to handle should be bought down to the same level of enrolments per kit	Please refer Annexure.
13			26	Note: The revision in unit cost shall be applicable after two years of contract. After initial two years there will be an increment of 5% per year in the discovered rates.	We suggest that the increment be of 10-15% on yearly basis	Clause is clear.
14	3.6		31	The AMS shall also integrate with OTP service of UIDAI for OTP validation of the residents.	Integration dcoumets for the same will be required from UIDAI	Shall be provided to selected bidder after signing of contract.
15	3.8		31	Maximum appointments allowed per mobile number would be limited to 9 per quarter for the residents	We suggest that 3 to 4 apointment should be allowed per mobile per quarter. Also request to clarify whethere resident can take apointment for anyone else other than himself.	Based on experience of the operation of ASK this parameter will be allowed to be adjusted as per mutual agreement

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16	3.5.1		31	The online appointment portal will be accessed by the resident. Resident shall have to do one time registration for first time login and will also be able to login later to the portal by providing the below details	The duration for keeping the login active in the system should be defined. Should not be more than 3-4 months.	Based on experience of the operation of ASK this parameter will be allowed to be adjusted as per mutual agreement.
17	3.5.2	6	32	The resident shall fill enrolment / update form and required details for availing other Aadhaar miscellaneous services.	Wet signature of the resident is required on the application form or only soft copy uploaded by Resident is enough. If wet signature is required do we have to scan the application form again.	Yes wet signature is required and the same to be scanned as part of the enrolment/update process.
18	6.1.	b	52	The amount payable shall be finalized after taking into account the Penalties and deductions as defined in Scope of work, if any applicable	Will there be any other penalty than defined in PART-II - Service Level Agreement	Please refer Annexure.
19	6.3.	a	52	The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on Quarterly basis	as there will be huge operational cost for running the centre it is suggested that billing should be done on monthly basis.	Please refer Annexure.
20	6.3.	b	52	The Service Provider shall provide all documents related to performance during the month period that would be required to compute price and penalties. This would include the invoice in triplet (three copies), Monthly MIS reports mentioning the number of successful Aadhaar Generated / Updated during the month.	Monthly MIS report will be provided by UIDAI?	MIS on Status of each enrolment and update done at ASK shall be provided.
21		ANNEXURE: XI	103		We suggest that some activities like work of Helpdesk, Portal Desk, Feedback Desk and Screener can be combined and done by the same person at the ASK	Clause is clear.
22		ANNEXURE: XI	103		Also ASK Manager and Verifier can be same person	Clause is clear.
23		ANNEXURE: XI	103	UIDAI Supervisor	Is UIDAI going to provide a full time person for the same and is the center required to pay any convenience fees to him	UIDAI Supervisor will be on the role of UIDAI.
24		ANNEXURE: XI	103	Workstations	We suggest that the no. of workstation should be reduced and can be based on Population and the category of the city...for metros we can have 1 station for every 2.5 Lakhs of population, for A category cities 1 station for every 1 lac population and for B category we can have 1 station for 25-50k population.	Clause is clear.
25				Exit Policy	Terms for Exit Policy should be incorporated..	Please refer Annexure.
26				Bid Submission End Date	We request for Extension of submission of bid by at least one month	Please refer Annexure.
27		ANNEXURE: VIII		Process Flow Diagram	In the details for online booking on page 31 it is mentioned that The online appointment portal will be accessed by the resident. Resident shall have to do one time registration for first time login and will also be able to login later to the portal by providing the below details:- i. Mobile Number ii. OTP received over the mobile number iii. CAPTCHA Post login to portal by providing their mobile number and the OTP the resident will be able to view the link to book an appointment and a time slot against the preferred ASK. However in the process flow diagram the resident starts with selecting State/Pincode and after blocking appointment the resident has to enter mobile and OTP. Please inform what is the correct step	Please refer Annexure.

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28		ANNEXURE: VIII		Process Flow Diagram	Display the 1.SR Number 2.Reg Name 3.EA Name 4.Operator Details 5.Centre Details We suggest only SR Number, Reg Name, Center Details, Mode of Payment to be displayed	Please refer Annexure.
29		PART-II: ELIGIBILITY CRITERIA.; Point no. 2	17	Net Worth : The Bidder should have had a net worth of Rs. 50 Crores as on 31 March 2018	We would like to share you that we are successful Empanelled vendor with Unique Identification Authority of India (UIDAI) for eight states. We have done total ~ 70 Lacs enrolments (59.45 Lacs Generation of Aadhar Cards). Considering the fact that we are very much keen to participate in the bid so we request to revise the clause and minimize the Net-Worth as follow: "The Bidder should have had a net worth of Rs. 10 Crores as on 31 March 2018"	Please refer Annexure.
30		PART-II: ELIGIBILITY CRITERIA.; Point no. 3	17	Annual Turnover: The Bidder should have had a minimum annual turnover of Rs. 250 Crores from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in each year during the last 3 financial years from above related Operations (2015-16, 2016-17, 2017-18)	Considering as above we request to revise the clause and minimize the Annual turnover as follow: Annual Turnover: The Bidder should have had a minimum annual turnover of Rs. 25 Crores from BPO/KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in each year during the last 3 financial years from above related Operations (2015- 16, 2016-17, 2017-18)	Please refer Annexure.
31		PART-II: ELIGIBILITY CRITERIA.; Point no. 5	18	Quality Parameters : Bidder should be ISO 9001, ISO 27001 & ISO/IEC 20000 certified Company	We request you to amend the criteria as below, Quality Parameters : Bidder should be ISO 9001 and ISO 27001/ ISO/IEC 20000 certified Company	Please refer Annexure.
32	Section-1	2) Brief Scope of Work	4	Brief Scope of Work The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites proposals for Engagement of Service Providers to establish and run the AADHAAR SEVA KENDRAS (ASK) and provide appointment based Aadhaar Enrolment, Update and other miscellaneous Aadhaar Services at ASK.	There are several enrolment centres running in all cities, towns & villages. These centres are managed by empanelled enrolment agencies, banks & post offices. Will they continue to function after ASKs are operationalised or will they shut down.	Please refer Annexure.
33	Section-II	Definitions z) "Verifier" aa) "Screener"	12	z) " Verifier " means a person who does the verification of documents carried/submitted by the resident as prescribed by UIDAI in Enrolment/ Update form for the purpose. aa) " Screener " means a person who performs a pre-verification of the documents carried by the resident and will ensure that resident has brought correct type of/legible documents for the services requested	Both Verifier & Screener are doing almost similar job - verify authenticity of resident's documents. It is requested that only one resource be provisioned for document verification. It will reduce duplication of work, reduce operational cost of ASKs and the residents will have to visit one less counter & spend less time at the centres for getting their enrolment/ updation work done.	Clause is clear.
34	Section-II	Tenure of Contract Sub Clause1.9	13	The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract.	There will be a huge CAPEX involved in setting up ASKs and Service Providers are not even able to recover their CAPEX cost in initial three years. Hence it is requested that the duration of Contract be increased to Five (5) years which should be further extendable by Two (2) years. The continuity of operations and services will also be maintained if same Service Provider is in the system for a longer duration.	Clause is clear.

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35	Section-II	A) Previous Experience and company background *Work Order/MOU and Project Completion submitted for supporting the assignment	20	The Average annual turnover from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in any of the last 3 financial years (i) 250-500 Crore– 10 marks (ii) 500-1000Crore – 15 marks (iii) Above 1000Crore – 20 marks	The referred project is marquee project of UIDAI with pan India implications. It is a large scale technology lead large scale operations project where the operational efficiency to meet, improve and innovate regularly is the key to succesful delivery and to the overall project objective. With the above, its appreciable that UIDAI has set up the financial threshold (min turnover of INR 250 Crore & 50 Cr of Net Worth) and has ensured that the project is adequately commercially supported by the concessionaire/operator with adequte commercial appetite. However, using the same yardstick to also evaluate & allocate marks on the incremental basis is not just discriminatory but also irrational without any associated merit to it. Alternatively, it promulgates an evalutaion based on “bigger the better” approach.	Please refer Annexure.
36	Section-II	B) Geographical Presence of the Bidder	20	No. of States/UTs in which own and exclusive Public Service Setup/Registered/Branch Offices are present i. 5-10 - 5 marks ii. 10-20 – 10 marks iii. Above 20 – 15 marks	Using the presence yardstick to also evaluate & allocate marks on the incremental basis discriminatorynot just discriminatory but also irrational without any associated merit to it . Ex. A bidder with 100 Ooffices spread across 10 states would be rated lower/score low than the bidder with 35 offices across all states and Union territories. So it’s discounts capability and favors presence. We request you to please amend the same basis No. of centres/Offices irrespective of location. • 5-10 - 5 marks • 10-20 - 10 marks • Above 20 - 15 marks Please Note – An undertaking can be sought from the bidders committing opening centres in every state and UTs once the project is awarded to them.	Please refer Annexure.
37	Section-II	C) Bidder"s Capability and Developmental Approach"	20	Bidder should have capacity to develop and manage Transactional public service delivery portal i.e. appointment portal, payment gateway integration and citizen centric service i. Number of projects in Development of Transactionalpublic service delivery portal (excluding the project information provided for Eligibility Criterion para 6) (2 marks per project) - 5 Marks ii. Maximum No. of Online Payment transactions/Citizen Centric Transactions handled under a single project annually a. Above 1.5 crore- 10 Marks b. 1 – 1.5 crore- 7 Marks c. 50 Lakh- 1 crore- 5 Marks d. 25 Lakhs – 50 Lakhs - 3 Marks	With due regards, we find the evaluation riteria slightly imbalanced and focussing irrelevently more on the “online payment” which is a commoditised service delivery across every walk of day to day services that we avail. We request you to please amend the same as below: i. Number of projects in Development of Transactional public service delivery portal (excluding the project information provided for Eligibility Criterion para 6) (2 marks per project) - 10 Marks ii. Maximum No. of Online Payment transactions /Citizen Centric Transactions handled under a single project annually a. Above 10 lakhs - 5 Marks b. Above 05 lakhs - 3 Marks	Please refer Annexure.
38	Section - III	2) Overview of Scope of Work Establishing and running Aadhaar Sewa Kendras Sub Clause 2.4	27 & 28	ASKs resource requirement will be as defined below for Model A and Model B.	Will it be UIDAI's responsibility to deploy UIDAI supervisor or Service Provider's? Will UIDAI bear the cost of UIDAI Supervisor or Service Provider?	Please refer Annexure.

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39	Section - III	2) Overview of Scope of Work Establishing and running Aadhaar Sewa Kendras Sub Clause 2.5	28	The cities/ locations as per the applicable Model A or Model B, where ASKs have to be set up are indicated in Annexure VII. Broadly the ASKs will be required to be set up in a centrally situated commercial area which is easily accessible to public and has ample parking space. However exact site of ASK will have to be jointly finalized by Service Provider and UIDAI.	Can the ASK be set up on the First Floor or Second Floor? It will make a big impact on the rent, and, moreover, in majority of cities, it will be difficult to find spacious accommodation on Ground Floors of centrally located commercial areas. The Ground Floor rent will also be very high which will increase service cost which may not go down well with the Government and the citizens	Please refer Annexure.
40	Section - III	2) Overview of Scope of Work Establishing and running Aadhaar Sewa Kendras Sub Clause 2.9	29	UIDAI has issued over 122 crore Aadhaar against estimated population of 133 crore. Assuming that every person will require at least one update (address or facial photograph or Name or mobile) once in 5 years total requirement of update per year will be about 26.6 crore. In addition about 2 crore children will be born every year and other 4 Crore children shall be attaining the age of 5 and 15 years each and will require to update their biometric. Hence every year requirement of update will be 32.6 crore. Considering 240 working days in a year, per day update requirement comes to about 13.5 lakh	Does it mean that the entire work of new enrolments and updations will be handled by ASKs and that no other centres will remain operational? Does it mean that all present centres will shut down?	The existing Aadhaar enrolment / update center wil coexist.
41	Section - III	2) Overview of Scope of Work Establishing and running Aadhaar Sewa Kendras Sub Clause 2.22.10	30	SP to provide facility for printing of e-Aadhaar at the rate of Rs 30 per Aadhaar.	Please specify whether it should be a B/W or a colour printout	Please refer Annexure.
42	Section - III	Resident Enrolment / Update Process Sub Clause 5.4, i)	35	Those residents who have done online payment shall directly move to the cash counter for Token receipt. This shall be given to the resident upon verification of payment receipt generated online or through SRN	A) Once a resident has taken an online appointment and has submitted fees online, why does he have to take a token. Or should there be separate token series for walk - in applicants and for online applicants. B) Should token machines be manned or un-manned. C) if the token machine are to be manned, will a Service Operator be required to provide a separate resource for it or will it be the responsibility of Help Desk Executives to issue tokens.	Clause is clear.
43	Section-IV	6) Payment to the Service Provider Sub Clause 6.1, d (Payment for Services)	52	The money collected from residents via appointment portal/ cash counter for the Aadhaar enrolment/update shall go to the Escrow account held by the UIDAI.	Please specify SLAs for enrolment/ updation fees deposit in UIDAI account	Please refer Annexure.
44	Section-IV	6) Payment to the Service Provider Sub Clause 6.3, a (Terms of Payment)	52	The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on "Quarterly basis".	It is requested that invoice submission and payment process be on monthly basis to enable Service Providers maintain cash flow, pay salaries on time, meet its statutory liabilities, and pay its vendors on time	Please refer Annexure.
45	Annexure-VII		97	List of Cities and respective number of ASKs	ASKs will be setup in 53 cities. Does it mean that the residents of other cities will come to these cities for availing Aadhaar services or already operational Aadhaar centres of presently empanelled enrolment agencies will continue to function to provide Aadhaar services in cities where no ASKs are being set up.	The existing Aadhaar enrolment / update center wil coexist.

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46	General	Tenure of Contract	13	Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.	1. What shall be the notice period when UIDAI exercises this right to terminate the Contract? 2. Will the Bidder be allowed a remedy period in which both parties to the contract can mutually discuss UIDAI's decision to terminate and if Bidder's actions can remedy any shortcomings?	Please refer Annexure.
47	PART-II ELIGIBILITY CRITERIA	Pre-qualification criteria	17	#2 Net Worth #3 Annual Turnover #4 Profitability #6 Manpower	We request UIDAI to consider the Parent company's credentials while evaluating the mentioned pre-qualification (#2,3,4, 6) criterias.	Clause is clear.
48	PART-II ELIGIBILITY CRITERIA	#7 Single Entity	18	The bidder should be single applicant and not a consortium	We request UIDAI either to consider: consortium within the group companies OR associate companies while evaluating the eligibility criteria.	Clause is clear.
49	PART-II	ELIGIBILITY CRITERIA	20	Technical Evaluation / Marking	We request UIDAI to consider group companies experience / credentials while technical evaluation.	Clause is clear.
50	PART-II	ELIGIBILITY CRITERIA	20	B. Geographical Presence of the Bidder	We assume global experience will be considered while evaluating this clause. Please confirm our assumption is correct.	Clause is clear.
51	2.9	Establishing and running Aadhaar Seva Kendras	29	UIDAI expect at least 15 Aadhaar Enrolments/Updates per day per workstation of an ASK	As per our calculation the volume per year would come to around 39.68 lacs, as against 32.4 crores mentioned in the RFP. We request UIDAI to further brief / confirm about the enrolment / update yearly volumes.	Clause is clear.
52	2.10	Establishing and running Aadhaar Seva Kendras	29	2.10 UIDAI expect at least 15 Aadhaar Enrolments/Updates per day per workstation of an ASK. However, in case of any shortfall, UIDAI will provide the cost of shortfall in Aadhaar Enrolments/updates at the rate of average of 15 Aadhaar Updates per day per workstation on Quarterly basis (aggregate) per Service provider. The cost will be as per the discovered rates submitted by the Service Provider. Payment of shortfall will start from the next quarter of business commencement. (Refer to Annexure X for working out of cost etc.)	Whether we should consider 15 Aadhaar Enrolments / Updates per day per workstation as a minimum commitment from UIDAI. Please confirm.	Please refer Annexure.
53	6.3	Terms of Payment	52	a. The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Quarterly' basis	We request UIDAI to consider invoicing on 'Monthly' basis instead of 'Quarterly' basis	Please refer Annexure.
54	Form 5	Commercial Proposal Format	71	A) Commercial Quote as per scope of work table	Item description is different in RFP pdf and BoQ.xls We request UIDAI to update the item description accordingly.	Please refer Annexure.
55	Annexure VI	Seating Layout	95	Model A and Model B	We request UIDAI to please specify minimum area required to set-up Model A and Model B	Please refer Annexure.
56	Annexure XI	Manpower Allocation as per Model A and Model B	103	Counters @ Model A and Model B	We request UIDAI to brief about the minimum IT and Non-IT infrastructure requirement at different counters as specified in the table	The minimum specification of Aadhaar enrolment kit shall be as per Annexure. However bidder may deploy higher configuration / specification hardware.
57	Annexure XI	Manpower Allocation as per Model A and Model B	103	Counters @ Model A and Model B	Whether we should consider 16 and 8 workstations as a minimum requirement for Model A and Model B respectively or else please specify the minimum workstation requirement for each model	Please refer Annexure.
58	SECTION-II INSTRUCTION TO BIDDERS	PART-I Tenure of Contract	13	1.9. The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract	As this project involves huge investment, Project tenure of 3 years is too less to break-even, Please increase the same to atleast 5 years to 8 years.	Clause is clear.

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59	SECTION-II INSTRUCTION TO BIDDERS	PART-I Tenure of Contract	13	1.10. Extension of the contract: The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the Service Provider and solely at the discretion of the Employer.	Extension should be done on mutually agreed terms. Please amend accordingly.	Clause is clear.
60	SECTION-II INSTRUCTION TO BIDDERS	PART-I 1. General Tenure of Contract	13	1.11. Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.	We suggest to remove this clause. Or else UIDAI needs to compensate the bidder on mutually agreeable terms for the loss of envisaged revenue and also additionally on the proportionate Capex Value.	Please refer Annexure.
61	SECTION-II INSTRUCTION TO BIDDERS	PART-I 7. Performance Bank Guarantee	15	In case there is substantial increase in the volume of work from the initial assigned volume of work, UIDAI reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.	1) Please explain substantial increase in percentage terms. 2) These terms & conditions of substantial increase Should be mutually decided. Please amend accordingly.	Please refer Annexure.
62	SECTION-II INSTRUCTION TO BIDDERS	PART-I 7. Performance Bank Guarantee	15	The Bank Guarantee must be submitted within 10 calendar days after award of contract but before signing of contract.	We request time frame to be increased to 30 days in place of 10 days. Kindly amend the same accordingly.	Clause is clear.
63	SECTION-II INSTRUCTION TO BIDDERS	PART-I 14. Non Exclusivity	16	UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period.	Notice/communication need to be made before, should be covered under termination of contract.	Clause is clear.
64	SECTION-II INSTRUCTION TO BIDDERS	PART-I 14. Non Exclusivity	16	UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period.	How will the already engaged parties be compensated for the loss in Revenue which they incur because of this clause? It is suggested that this clause be removed as the engaged parties would have done reasonable amount of investment.	Clause is clear.
65	SECTION-II INSTRUCTION TO BIDDERS	PART-II ELIGIBILITY CRITERIA:Pre- qualification Criteria	17	2. Net Worth 3. Annual Turnover	For a project of such national importance, it is suggested that the criteria for annual turnover of the bidding entities be increased to 1000 Crore and the positive net worth should be asked for atleast last three financial years. Please amend the same to check the financial stability of the bidder.	Clause is clear.
66	SECTION-II INSTRUCTION TO BIDDERS	PART II TECHNICAL EVALUATION/MAR KING Criteria	20	Physical inspection of the existing facilities of Bidders in relevant services conducted by UIDAI personals-20 Marks	Kindly provide the details of the parameters basis which these 20 marks will be given Also provide the distribution of the marks for each parameter.	Please refer Annexure.
67	SECTION-II INSTRUCTION TO BIDDERS	PART II TECHNICAL EVALUATION/MAR KING Criteria	20	No. of States/UTs in which own and exclusive Public Service Setup/Registered/Branch Offices are present	Form 3(a) and Form 3(b) are missing in RFP Document.	Please refer Annexure.
68	SECTION-II INSTRUCTION TO BIDDERS	PART-IV SELECTION PROCESS	24	e. The bidder with lowest weighted bid (B3) will be considered as L1 bid.	We request QCBS evaluation with 80% weightage for technical evaluation and 20% for Commercial evaluation.	Clause is clear.
69	SECTION-II INSTRUCTION TO BIDDERS	PART-IV SELECTION PROCESS	25	4. Contract Finalization and Award: The estimated volume of work to be done is indicated in the Scope of work in the RFP. However, UIDAI, shall conduct a periodic review of the requirement of the project. The work to be done for each bidder may increase or decrease during the contract period.	Kindly guarantee that the minimum numbers will be catered for.	Clause is clear
70	SECTION-II INSTRUCTION TO BIDDERS	PART-V ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST	26	Note: The revision in unit cost shall be applicable after two years of contract. After initial two years there will be an increment of 5% per year in the discovered rates.	a) Please clarify that the rates to be quoted for initial 3 years or 2 years? b) Please consider atleast 10% increase YOY.	Clause is clear.

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71	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	28	2.4. Annexure VI provides the model lay-out for an ASK, the infrastructure should have a provision for expansion in future. This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work.	Please provide the minimum area, dimensions, layouts required, specifications for IT and Non IT equipment required so that the commercial can be factored accordingly. Also please provide each line item for facilities to be provided in Aadhaar Seva Kendras	Please refer Annexure.
72	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	28	2.5. However exact site of ASK will have to be jointly finalized by Service Provider and UIDAI.	Kindly note for a Bidder to give the Commercial Bid, Bidder would have selected the locations along with the expenses involved for the site. Any change in the site addresses will lead to change in the commercial value. Hence we request you to please remove this clause or else UIDAI should clearly specify the location of the centers so that there is a level playing field for all the bidders.	Clause is clear.
73	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	28	2.7. Service Provider will determine the no. of counters and provide for flexibility in the no. of counters in a manner that at no point of time on any particular day, there should be more than ten persons waiting in the queue before any of the counters	Kindly remove this clause.	Clause is clear.
74	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	29	2.10. UIDAI expect at least 15 Aadhaar Enrolments/Updates per day per workstation of an ASK. However, in case of any shortfall, UIDAI will provide the cost of shortfall in Aadhaar Enrolments/updates at the rate of average of 15 Aadhaar Updates per day per workstation on Quarterly basis (aggregate) per Service provider. The cost will be as per the discovered rates submitted by the Service Provider. Payment of shortfall will start from the next quarter of business commencement.	a) Considering the high CAPEX investment, minimum guarantee of 15 Aadhaar enrolments/updates per day per workstation is too less compared, please increase it to a minimum of 50 Aadhaar enrolments/updates per day per workstation. b) As the price for enrolment and the update are different, please clarify on what basis the bidder will be paid for the minimum committed numbers.	a) Clause is clear. b) Refer Annexure X of the RFP.
75	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	29	2.11.3. i. Capacity to handle at least 100/50 transactions per hour per counter for Model A and Model B respectively.	One counter can handle a maximum of 5-8 transactions per hour per counter and it should be kept same irrespective of Model A and Model B. Please amend accordingly.	Please refer Annexure.
76	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	30	2.17. Adequate parking facility for Aadhaar applicants	Please remove this clause.	Please refer Annexure.
77	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	2. Overview of Scope of Work	30	2.22.10. SP to provide facility for printing of e-Aadhaar at the rate of Rs 30 per Aadhaar	a) What is the material on which the rating is to be done? Please clarify b) How Rs 30 has been derived? Please clarify. c) This should be increased YOY. Please amend.	Please refer Annexure.
78	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	DESCRIPTION OF SERVICES ONLINE APPOINTMENT MANAGEMENT SYSTEM (AMS):	31	3.3. The appointment management system shall also consist of payment gateway for receiving the payment from the residents and facilitate the resident to cancel or reschedule the appointment.	a) Please clarify integration with how many payment gateways is required? b) Who will bear the payment gateway charges? c) Will UIDai sign direct agreement with Gateway provider? Please clarify.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
79	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	DESCRIPTION OF SERVICES ONLINE APPOINTMENT MANAGEMENT SYSTEM (AMS):	31	The Service Provider shall develop, deploy and manage an Online Appointment Management System (AMS) and integrate it with UIDAI System.	Please provide the technical stack of UIDAI system being used currently, also please provide us a detailed functional and technical architecture to the current system for seamless integration with the new AMS system which is to be developed by SP.	Shall be provided to selected bidder after signing of contract.
80	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	DESCRIPTION OF SERVICES REQUIREMENT OF MANPOWER AT ASK	34	4.4. To be a Verifier/Operator/ Supervisor/ Screener/IT Personnel*/Cash Counter#, a person shall qualify following criteria: To be an operator, person shall have obtained "Operator Certificate" from a Testing and Certification Agency appointed by UIDAI. Similarly, to be a supervisor, person shall have obtained "Supervisor Certificate" from a Testing and Certification Agency appointed by UIDAI.	The "Operator Training" and "Supervisor Training" certification will be provided by UIDAI. Is there any certification for Verifier/Screener/Cash counter/IT personnel, will any certification be provided by UIDAI or it is the responsibility of SP? In case it is the sole responsibility of then what all documents/certifications have to be submitted for each of these roles.	Please refer Annexure.
81	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	DESCRIPTION OF SERVICES REQUIREMENT OF MANPOWER AT ASK	34	4.6 Manpower On-boarding Process: SP shall ensure to have pool of manpower in case of replacement of existing manpower.	Is there any number or percentage for the pool to be maintained for replacement staff?	Service Provider may decide the pool based on its own experience.
82	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	Part II Service Level Agreement 1. SLA for Establishment of Aadhaar Seva	36	1. Establishment of Centre Phase I – 50% of the total number of centers as mentioned in the Annexure VII Parameters - 4 months of signing contract. Penalty - Rs. 10,000/- per day per centre	a) Please amend the parameter as "4 months after all signoffs have been provided by UIDAI". b) Please reduce the penalty to Rs. 1000 per day per center subject to the cumulative LD of 3% on the quarterly payment. c) Penalty should be applicable for delays attributable to Bidders.	Please refer Annexure.
83	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	Part II Service Level Agreement 1. SLA for Establishment of Aadhaar Seva	36	2. Establishment of Centre Phase I – 100% of the total number of centers as mentioned in the Annexure VII Parameters - 8 months of signing contract.	a) Please amend the parameter as "8 months after all signoffs have been provided by UIDAI". b) Please reduce the penalty to Rs. 1000 per day per center subject to the cumulative LD of 3% on the quarterly payment. c) Penalty should be applicable for delays attributable to Bidders.	Please refer Annexure.
84	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	Part II Service Level Agreement 2. SLA for operations at Aadhaar Seva	36	1. End-to-end turnaround time (from token generation at cash counter till token submission at exit counter) for resident to get the enrolment / update or other miscellaneous Aadhaar service done.	a) This penalty should be applicable for the reasons attributable to the bidder b) Please reduce the penalty to 5% of the rate for the particular service subject to the cumulative LD of 3% on the quarterly payment.	Clause is clear.
85	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs	Part II Service Level Agreement 3. SLA related to AMS	36	1. Design, development, testing and deployment (Go Live) of AMS system. Parameter - 4 Months of signing contract.	a) Please amend the parameter as "4 months after all signoffs have been provided by UIDAI". b) Please reduce the penalty to Rs. 25000 per month subject to the cumulative LD of 3% on the quarterly payment.	Please refer Annexure.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
86	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	42	2.4. Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance and on such terms and conditions as may be specified by the Purchaser.	Any extension over and above agreed contract tenure need to be mutually decided. Please amend accordingly.	Clause is clear.
87	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	46	2.10 Extension of Contract The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension shall be at the discretion of UIDAI. The revision in unit cost shall be applicable after two years of contract. After initial two years there will be an increment of 5% per year in the discovered rates.	Any extension over and above agreed contract tenure need to be mutually decided. Please amend accordingly.	Clause is clear.
88	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 3. OBLIGATIONS OF THE SERVICE PROVIDER	49	3.11. Equipment & Materials Provided by the Service Providers Equipment or materials provided by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.	Ownership should get transferred to UIDAI at the time of Delivery.	Clause is clear.
89	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 6. PAYMENTS TO THE SERVICE PROVIDER	52	6.1. Payment for Services a) The Service Provider shall be paid, as per the "discovered rate" for carrying out/delivery of services as enumerated in Section-III.	a) Capex payment for IT and Non IT equipment should be made within 30 days of delivery. b) Opex payments should be made on monthly basis. Please amend accordingly.	Clause is clear.
90	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 6. PAYMENTS TO THE SERVICE PROVIDER	52	6.1. Payment for Services a) The Service Provider shall be paid, as per the "discovered rate" for carrying out/delivery of services as enumerated in Section-III.	It is recommended to change the payment terms as mentioned below, because RFP terms are not favorable. - 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. - 100% payment for Site preparation upon completion of sites. - Payment for Infra O&M as equated quarterly installment in Advance.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
91	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 6. PAYMENTS TO THE SERVICE PROVIDER	52	6.3. Terms of Payment c) In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment, after rectification of the issue	To high should be reduced to 5%.	Clause is clear.
92	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 9. LIQUIDATED DAMAGES	55	9.1. 1. The LD will be calculated on the basis of the total contract value calculated at the beginning of agreement with each Service Provider as per the SLA mentioned in this RFP. 9.2. The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.	Total Liquidated Damages should not exceed the 3 % of the total quarterly payment. Please amend.	Clause is clear.
93	SECTION-IV General and Special Conditions of Contract	PART-I General Conditions of Contract 11. LIMITATION OF LIABILITY	57	11.1. Limitation of Liability The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided	In total liability should not be more than 5% of contract value. Please amend accordingly.	Clause is clear.
94	SECTION-V ANNEXURES AND APPENDICES	ANNEXURE I FORMS FOR BIDDING Form 2- Past Experience in	66	Please provide copies of Work Order and Certificate of Completion for completed projects from client for the completed projects. In case of Ongoing projects the bidder to submit Work Order and Certificate of satisfactory ongoing service delivery for projects from client.	Please also allow the bidders to submit the certificate from the Company Secretary.	Clause is clear.
95	SECTION-V ANNEXURES AND APPENDICES ANNEXURE I - FORMS FOR BIDDING	Form 2 - Past Experience in similar projects	66		Few of the details are confidential to the project and hence please remove the requirement of sharing the below mentioned details Man-month effort involved Capital Expenditure involved (by the govt.)	Clause is clear
96	D: UIDAI Information Security Guidelines for Third party (SERVICE PROVIDER)	III. Access Control and VI. Operations Security	84	2. SERVICE PROVIDER operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords; and 6. No printers shall be allowed in the location;	On one hand it is mentioned in the RFP that "SERVICE PROVIDER operators shall access all desktops / laptops/ workstations and printer " and on the otherhand it is mentioned that "No printers shall be allowed in the location" Please clarify.	Please refer Annexure.
97		Signoffs			UIDAI should provide all signoffs for intermediate deliverables within 3 days of submission.	Please refer Annexure.
98		Acceptance			a) The acceptance of the center along with the associated software should be done within 3 days of the bidder asking for acceptance. b) The Revenue stream from the transactions from a particular center will start after 3 days of the request for the acceptance of the center by the bidder	Please refer Annexure.
99		Generic			a) We understand that all the updation/enrolment activities will be carried out through these new 55 centers by 2 service providers. Please confirm. b) Kindly confirm that all other existing centers (Public Sector Banks, Post Offices, other enrolment/udpation centers etc.) will be closed and will not carry these activities further. c) If the other existing centers will coexist then what is the estimated volume available for these proposed ASKs.	The existing Aadhaar enrolment / update center wil coexist.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
100		Generic			There is no clause for Exit Management in the RFP. It is recommended to include the clause.	Please refer Annexure.
101		Generic			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.	Not agreed. Please refer Scope of Work.
102		Generic			Credit Period is nowhere given in RFP. 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	Clause is clear. Please refer Section IV, 6.1 Payment for Services
103	Section I: Invitation to Bid and Introduction	Clause 5 of Part I	4	Bidder who has downloaded the RFP from the UIDAI website https://uidai.gov.in/uid-tenders.html or Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with UIDAI.	Please amend as follows: "Bidder who has downloaded the RFP from the UIDAI website https://uidai.gov.in/uid-tenders.html or Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with UIDAI "	Clause is clear.
104	Section-II: ITB/Section IV: GCC	Def: Part-I: General/Clause 1.1 of GCC	11 and 37	c) "ASK" means the successful bidder(s) who has (ve) to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the ASK for the purposes of the Contract.	Please amend as follows: c) "ASK" means the successful bidder(s) who has (ve) to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees engaged by the Bidder for performing the services, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the ASK for the purposes of the Contract.	Please refer Annexure.
105	Section-II: ITB/Section IV: GCC	Def: Part-I: General / Clause 1.1 of GCC	11 and 37	g) "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.	Please amend as follows: g) "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential and/or which is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract <u>or is obtained from another source without restriction, is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality, is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information and is required to be provided under any law, or process of law duly executed</u>	Clause is clear.
106	Section-II: ITB/Section IV: GCC	Def: Part-I: General/ Clause 1.1 of GCC	12 and 38) "Standard Contract" means the Annexure-II of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.	Please amend as follows: v) "Standard Contract" means the Annexure-II of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
107	Section-II: ITB	General: Part-I: General	13	<p>1.9. The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract. 1.10. Extension of the contract: The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the Service Provider and solely at the discretion of the purchaser. 1.11. Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.</p>	<p>Please amend as follows: 1.9. The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract. 1.10. Extension of the contract: The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the Service Provider <u>as per the agreed scope and solely at the discretion of the purchaser with mutual consent of both the parties at mutually agreed rates, terms and conditions.</u> 1.11. Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, by prior written notice of 90 days to the Bidder reserves the right to terminate the contract. <u>In such case, UIDAI shall pay the following amounts to the Bidder: a) The Contract Price, properly attributable to the parts of the system/project executed by the Bidder as of the date of termination including also the work in progress, up to the date of termination. The term "work in progress" shall include but not limited to the value of deliverables/Product meant for delivery to UIDIA (i) for which service delivery process was initiated by the Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the Bidder on its vendors, prior to the date of notice of termination. b) The cost of satisfying all other obligations, commitments and claims that the Bidder may in good faith have undertaken with third parties in connection with the contract. c) The cost of all the material, hardware, equipment's, and manpower etc., purchased and/or employed by the Bidder for performing its obligations under the Contract. d) The cost of removing all Bidder's Equipment from the site, repatriate the Bidder's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind. e) The cost of meeting any other obligations towards UIDAI due to such termination.</u></p>	Clause is clear.
108	Section-II: ITB	4.1: Earnest Money Deposit: Part-I: General	14	<p>v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract.</p>	<p>Please amend as follows: v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract <u>declaration of the successful bidder</u></p>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
109	Section-II: ITB	5: Forfeiture of EMD : Part-I: General	14	The EMD shall be forfeited by the Purchaser in the following events: i. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof ii. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. iii. If the Bidder tries to influence the evaluation process. iv. If the Bidder/s selected as „Service Provider chose to withdraw the Bid before the finalization process. v. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified	Please amend as follows: The EMD shall be forfeited by the Purchaser in the following events: i. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof ii. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. iii. If the Bidder tries to influence the evaluation process iv. If the Bidder/s selected as „Service Provider chose to withdraw the Bid before the finalization process. v. If the successful bidder fails to sign the <u>mutually agreed</u> contract or the performance guarantee is not submitted within the time specified	Clause is clear.
110	Section-II: ITB	12: Award of Contract : Part-I: General	16	12.2 The Bidders will sign the contract as per the standard Contract form in Annexure II within 15 days of issuance of the letter of intent.	Please amend as follows: 12.2 The Bidders will sign the contract as per the standard Contract form <u>mutually agreed terms and conditions in Annexure II</u> within 15 <u>21</u> days of issuance of the letter of intent.	Clause is clear.
111	Section-II: ITB	12: Award of Contract : Part-I: General	16	UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period	Please amend as follows: UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period <u>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Agreement.</u>	Clause is clear.
112	Section-III: Scope of Work, Deliverables and SLAs	Clause 2: Overview of Scope of Work	26-30	2.4 Annexure VI provides the model lay-out for an ASK, the infrastructure should have a provision for expansion in future. This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work.2.16 Newspaper stand (alongside waiting area) fixed with 3 newspapers & 3 magazines (1 English, 1 Hindi, 1 local language).	Please amend as follows: 2.4 Annexure VI provides the model lay-out for an ASK, the infrastructure should have a provision for expansion in future. <u>In case of infrastructure expansion in future, UIDAI shall bear the cost of such expansion.</u> This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work. 2.16 Newspaper stand (alongside waiting area) fixed with 3 newspapers & 3 magazines (1 English, 1 Hindi, 1 local language).	Clause is clear.
113	Section-III: Scope of Work, Deliverables and SLAs	Clause 2: Overview of Scope of Work	26-30	2.4 Annexure VI provides the model lay-out for an ASK, the infrastructure should have a provision for expansion in future. This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work.2.16 Newspaper stand (alongside waiting area) fixed with 3 newspapers & 3 magazines (1 English, 1 Hindi, 1 local language).	Who will bear the cost of newspaper and magazines?	All cost has to be borne by the Service Provider.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
114	Section-III: Scope of Work, Deliverables and SLAs	Clause 3: Description of Services: ONLINE APPOINTMENT MANAGEMENT SYSTEM (AMS):	31	The Service Provider shall develop, deploy and manage an Online Appointment Management System (AMS) and integrate it with UIDAI System. The AMS will be hosted in UIDAI Data Centre. The AMS once developed will undergo security and other tests by UIDAI. The ownership of the AMS (including software) will remain with the UIDAI.	Please amend as follows: The Service Provider shall develop, deploy and manage an Online Appointment Management System (AMS) and integrate it with UIDAI System. The AMS will be hosted in UIDAI Data Centre. The AMS once developed will undergo security and other tests by UIDAI. The ownership of the AMS (including software) will remain with the UIDAI Bidder.	Clause is clear.
115	Section-III: Scope of Work, Deliverables and SLAs	Part II: Service Level Agreement	36	Penalties are provided for non-compliance with certain SLAs	Please amend as follows: Penalties are provided for non-compliance with certain SLAs <u>The overall penalty under all provisions of the contract shall not exceed 5% of contract value. The penalties shall be applicable provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to UIDAI and/or its other vendors or due to residents or due to reasons of Force Majeure</u>	Please refer Annexure.
116	Section –IV: Part I: General Conditions of Contract	Clause 1.9.2: Measures to be taken by the Purchaser	40	a. The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation; b. The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.	Please amend as follows: a. The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation; b. The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
117	Section –IV: Part I: General Conditions of Contract	Clause 2.2: Termination of Contract for failure to become effective	41	a. If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI b. Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract	Please amend as follows: a. If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI b. Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, <u>by prior written notice of 90 days to the Bidder</u> reserves the right to terminate the contract. <u>In such case, UIDAI shall pay the following amounts to the Bidder:</u> <u>a) The Contract Price, properly attributable to the parts of the system/project executed by the Bidder as of the date of termination including also the work in progress, up to the date of termination. The term "work in progress" shall include but not limited to the value of deliverables/Product meant for delivery to UIDIA (i) for which service delivery process was initiated by the Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the Bidder on its vendors, prior to the date of notice of termination.</u> <u>b) The cost of satisfying all other obligations, commitments and claims that the Bidder may in good faith have undertaken with third parties in connection with the contract.</u> <u>c) The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Bidder for performing its obligations under the Contract.</u> <u>d) The cost of removing all Bidder's Equipment from the site, repatriate the Bidder's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind.</u> <u>e) The cost of meeting any other obligations towards UIDAI due to such termination.</u>	Clause is clear.
118	Section –IV: Part I: General Conditions of Contract	Clause 2.4: Expiration of Contract	42	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance and on such terms and conditions as may be specified by the Purchaser.	Please amend as follows: Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance <u>as per the agreed scope and with mutual consent at mutually agreed rates, terms and conditions</u> and on such terms and conditions as may be specified by the Purchaser	Clause is clear.
119	Section –IV: Part I: General Conditions of Contract	Clause 2.6: Modifications or Variations	42	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. For any modification or variation, firstly written consent of the Purchaser is required.	Please amend as follows: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. For any modification or variation, firstly written consent of the Purchaser is required. <u>If any modification or variation in Scope of Work causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.</u>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
120	Section –IV: Part I: General Conditions of Contract	Clause 2.7.2: No Breach of Contract	43	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.	Please amend as follows: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.	Clause is clear.
121	Section –IV: Part I: General Conditions of Contract	Clause 2.7.3: Measures to be taken	43	a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either: (i) mobilize,; or (ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.	Please amend as follows: a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either: (i) mobilize,; or (ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8. <u>g. If the event of Force Majeure continues for a period more than 30 days, then either party shall be entitled to terminate this Agreement at any time thereafter by notice in writing to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.</u>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
122	Section –IV: Part I: General Conditions of Contract	Clause 2.8: Suspension	43-44	The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider 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 Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount.	Please amend as follows: The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder <u>(except the payment for the services already delivered by the Service Provider)</u> if the Service Provider 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 Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount. <u>The suspension would be applicable provided the failure is for the reasons which are solely and entirely attributable to the Service Provider and not due to reasons attributable to UIDAI and/or its other vendors or due to reasons of Force Majeure</u>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
123	Section –IV: Part I: General Conditions of Contract	Clause 2.9.1: Termination by the Purchaser	43-44	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (n) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days" written notice of termination to the Service Provider: a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing. b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days. d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser. e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser. f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser 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 Service Provider to improve the quality of the services. g. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason. h. If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof. i. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. j. In the event of Service Provider is found : i. Sub-contracting of work/services without the prior written approval of UIDAI. ii. Provided incorrect information to UIDAI. iii. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose. k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. l. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated. m. If the Service Provider is found to have committed acts leading to breach of privacy, or not implemented the appropriate controls required for proper security of data. n. If the Service Provider discloses any confidential information provided during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith. Upon termination of the Services under this Clause, UIDAI shall not be held liable for any kind of loss incurred to the other party</p>	<p>Please amend as follows: The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (n) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days" written notice of termination to the Service Provider: a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing. b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty <u>thirty (30 60)</u> days. d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser. e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser. f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser 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 Service Provider to improve the quality of the services. g. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason. h. If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof. i. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. j. In the event of Service Provider is found : i. Sub-contracting of work/services without the prior written approval of UIDAI. ii. Provided incorrect information to UIDAI. iii. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose. k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. l. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1 <u>except in case of point (k)</u>, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, <u>such additional costs shall not exceed 5% of the cost of undelivered services.</u> † The Service Provider shall continue performance of the Contract to the extent not terminated. m. If the Service Provider is found to have committed acts leading to breach of privacy, or not implemented the appropriate controls required for proper security of data. n. If the Service Provider discloses any confidential information provided during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith. Upon termination of the Services under this Clause, UIDAI shall not be held liable for any kind of loss incurred to the other party</p>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
124	Section –IV: Part I: General Conditions of Contract	Clause 2.9.3: Cessation of Rights and Obligations	45-46	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii) the Service Provider"s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.	Please amend as follows: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof for a period of 3 years ; (iii) the Service Provider"s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
125	Section –IV: Part I: General Conditions of Contract	Clause 2.9.5: Payment upon Termination	46	Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider: a. If the Contract is terminated pursuant to Clause GC 2.9.1 (c), (g), (i), j(i) to j(iii), l, (m) and (n) or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination; b. If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (d), (e), (f) and (h) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.	Please amend as follows: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider: a. If the Contract is terminated pursuant to Clause GC 2.9.1 <u>except in case of point (k) (e), (g), (i), j(i) to j(iii), l, (m) and (n)</u> or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services <u>satisfactorily</u> performed prior to the effective date of termination; b. If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (d), (e), (f) and (h) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date. <u>In case of termination by Purchaser under clause 2.9.1 (k), the Purchaser shall pay the following amounts to the Service Provider: a) The Contract Price, properly attributable to the parts of the system/project executed by the Bidder as of the date of termination including also the work in progress, up to the date of termination. The term “work in progress” shall include but not limited to the value of deliverables/Product meant for delivery to UIDIA (i) for which service delivery process was initiated by the Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the Bidder on its vendors, prior to the date of notice of termination. b) The cost of satisfying all other obligations, commitments and claims that the Bidder may in good faith have undertaken with third parties in connection with the contract. c) The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Bidder for performing its obligations under the Contract. d) The cost of removing all Bidder’s Equipment from the site, repatriate the Bidder’s and its Subcontractors’ personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind. e) The cost of meeting any other obligations towards UIDAI due to such termination.</u>	Clause is clear.
126	Section –IV: Part I: General Conditions of Contract	Clause 2.10: Extension of Contract	46-47	The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension shall be at the discretion of UIDAI. The revision in unit cost shall be applicable after two years of contract.....	Please amend as follows: The contract may be extended by two periods of one year each, subject to <u>satisfactory performance as per the agreed scope. The contract may be extended with mutual consent of both the parties at mutually decided rates, terms and conditions.</u> extension shall be at the discretion of UIDAI.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
127	Section –IV: Part I: General Conditions of Contract	Clause 3.4: General Confidentiality	48	Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	Please amend as follows: Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. <u>The Purchaser should also maintain the confidentiality of the information, data, documents etc shared by the Service Provider to Purchaser. Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure. This restriction does not limit the right to use confidential information if it: Is obtained from another source without restriction. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; becomes generally known to the public without violation of this Proposal; is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information; is required to be provided under any law, or process of law duly executed.</u>	Clause is clear.
128	Section –IV: Part I: General Conditions of Contract	Clause 3.6: Accounting, Inspection and Auditing	48	a. The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, 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 thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to 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 or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be. b. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider’s premises and/ or locations, facilities, or point of delivery of services performed under this contract. c. The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.	Please amend as follows: a. The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, 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 thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to 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 or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be. <u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Service Provider which shall not be less than 10 days. The Purchaser shall not have access to the proprietary data of, or relating to, any other customer of Service Provider, or a third party or Service Provider’s cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Service Provider’s ability to perform the services in accordance with the service levels, unless the Purchaser relieves Service Provider from meeting the applicable service levels. The Purchaser shall ensure that their internal/external auditors maintain confidentiality of the audit and/or its proceedings. Further any audit hereunder should not be conducted by the Service Provider’s competitor or for reestablishment of price and/or scope of work.</u> b. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider’s premises and/ or locations, facilities, or point of delivery of services performed under this contract. c. The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.	Clause is clear.
129	Section –IV: Part I: General Conditions of Contract	Clause 3.7: Sub-Contracting	48-49	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.	Please amend as follows: The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval <u>which approval shall not be unreasonable withheld or delayed by the Purchaser.</u>	Please refer Annexure.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
130	Section –IV: Part I: General Conditions of Contract	Clause 3.10: Safety & Security of Data, Premises, Location/ site	49	<p>a. The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided. b. The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract. c. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser. d. The Service Provider shall follow the Security Guidelines issued by UIDAI. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, and other relevant Acts and amendments thereof. e. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p>	<p>Please amend as follows: a. The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided b. The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract. <u>However, Purchaser agrees that the Service Provider shall have the right to list Purchaser name in its marketing material and use Purchaser logo with respect to such listing and for reference purposes.</u> c. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser. d. The Service Provider shall follow the Security Guidelines issued by UIDAI. The Service Provider would be governed by the <u>current applicable</u> provisions of the Law of the Land, including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, and other relevant Acts and amendments thereof. <u>In case of increase in scope of work due to change or amendment in applicable laws including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, and other relevant Acts, the cost for such increase in scope of work shall be paid or reimbursed by the Purchaser.</u> e. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
131	Section –IV: Part I: General Conditions of Contract	Clause 3.12: Intellectual Property Rights	49-50	<p>The intellectual property rights to all the software (including AMS etc.), source codes, outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser. Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others" intellectual property.</p>	<p>Please amend as follows: The intellectual property rights to all the software (including AMS etc.), source codes, outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the <u>Service Provider</u>. <u>Purchaser</u>. <u>Service Provider's Proprietary Software and Pre-Existing IP:- The Purchaser acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Service Provider's proprietary software or tools. If Service Provider and Purchaser mutually agree that the Service Provider provides to Purchaser any proprietary software or tools of Service Provider or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Service Provider or of a third party.</u> Further, Purchaser acknowledges that in performing Services under this Agreement Service Provider may use Service Provider's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Service Provider prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Service Provider Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Service Provider shall continue to retain all the ownership, the rights title and interests to all Service Provider Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Supplier from using Service Provider Pre-Existing IP in any manner. To the extent that any Service Provider Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Service Provider hereby grants to Purchaser a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Service Provider Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Purchaser to (a) separate Service Provider Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Service Provider Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Service Provider in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Service Provider Pre-Existing IP. Residuary Rights. 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 this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Service Provider shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Purchaser, for any other customer of the Service Provider (including without limitation any affiliate, competitor or potential competitor of the Puchaser. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others" intellectual property</p>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
132	Section –IV: Part I: General Conditions of Contract /SCC	Clause 6.1: Payment for Services	52/60-61	c. The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider.	Please amend as follows: c. The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider. <u>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Service Provider also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by the Purchaser and any such withholding by the Service Provider shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the Service Provider within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by the Purchaser.</u>	Clause is clear.
133	Section –IV: Part I: General Conditions of Contract	Clause 6.3: Terms of Payment	52/60-61	c. In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment, after rectification of the issue 5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work / service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.	Please amend as follows: c. In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15 5% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment, after rectification of the issue 5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work / service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.	Clause is clear.
134	Section –IV: Part I: General Conditions of Contract	Clause 7.2: Operation of the Contract	53	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.	Please amend as follows: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but if failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.	Clause is clear.
135	Section –IV: Part I: General Conditions of Contract	Clause 8,2: Arbitration	53-54	a. In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of Sole arbitrator, to be appointed by the Purchaser	Please amend as follows: a. In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 Such disputes shall be referred to an Arbitral Tribunal consisting of Sole arbitrator, to be appointed by <u>Delhi International Arbitration Centre (DAC)</u> , the Purchaser	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
136	Section –IV: Part I: General Conditions of Contract	Clause 9: Liquidated Damages	55	9.1 The LD will be calculated on the basis of the total contract value calculated at the beginning of agreement with each Service Provider as per the SLA mentioned in this RFP. 9.2 The amount of liquidated damages for services under this Contract shall not exceed the Contract Price 9.3 The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA.	Please amend as follows: 9.1 The LD will be calculated on the basis of the total contract value <u>of the undelivered services calculated at the beginning of agreement with each Service Provider</u> as per the SLA mentioned in this RFP. 9.2 The amount of liquidated damages for services under this Contract shall not exceed <u>10% of the Contract Price value of the undelivered services</u> . 9.3 The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA. <u>The overall LD and Penalty shall not exceed 10% of the contract value. The liquidated damages shall be applicable provided the delay or failure is for the reasons which are solely and entirely attributable to the Service Provider and not due to reasons attributable to UIDAI and/or its other vendors or due to residents or due to reasons of Force Majeure</u>	Please refer Annexure.
137	Section –IV: Part I: General Conditions of Contract	Clause 10.1: Adherence to Safety Procedures, Rules, Regulations & Restrictions	55-56	a. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws. b. Access to the „sites“ and Purchaser“s other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities and attendance carried out by each of its personnel. c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. d. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including The Aadhaar Act, 2016, Aadhaar Regulations 2016 and Information Technology Act, 2000 (and amendments thereof) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. If Service Provider contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed there under, as applicable to the services rendered under the contract, Service Provider shall be liable to applicable penal provisions prescribed therein. e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project	a. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws. <u>In case of increase in minimum wages by the respective states/center, the Contract price shall be adjusted keeping in view the increased minimum wages.</u> b. Access to the „sites“ and Purchaser“s other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities and attendance carried out by each of its personnel. c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. d. The Service Provider shall take all measures to ensure compliance with <u>current</u> applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including The Aadhaar Act, 2016, Aadhaar Regulations 2016 and Information Technology Act, 2000 (and amendments thereof) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. If Service Provider contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed there under, as applicable to the services rendered under the contract, Service Provider shall be liable to applicable penal provisions prescribed therein. e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
138	Section –IV: Part I: General Conditions of Contract	Clause 11: Limitation of Liability	57	<p>Except in case of gross negligence or willful misconduct: a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and Confidentiality obligations; and b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement. c. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.</p>	<p>Please amend as follows: Except in case of gross negligence or willful misconduct: a. Neither party shall be liable to the other party for any indirect, <u>punitive, special, exemplary, incidental</u> or consequential loss or damage, loss of use, <u>loss of data</u>, or loss of profits or interest costs, <u>provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and Confidentiality obligations</u>; and b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount <u>paid to Service Provider by the Purchaser in the preceding six months under that applicable work that gives rise to such liability (as of the date the liability arose), specified in the Contract Price</u> provided that this limitation shall not apply to <u>willful misconduct</u> the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement. c. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract. <u>Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Service Provider 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 Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice of the Purchaser and subject to mutual agreement with the Purchaser, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u></p>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
139	Section –IV: Part I: General Conditions of Contract	Clause 12: Miscellaneous Provisions	57-58	a. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. b. The Service Provider shall notify the Purchaser of any material change in their status, in particular where such change would impact on performance of obligations under this Contract. c. The Service Provider 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. d. The Service Provider 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 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 Service Provider. The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of work at the time of signing of the contract. e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like. f. All claims regarding indemnity shall survive the termination or expiry of the Contract. g. All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc. h. The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser.	Please amend as follows: a. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. b. The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. c. The Service Provider 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. <u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder. In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights. Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights. The Service Provider 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 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 Service Provider. The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of work at the time of signing of the contract. e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like. f. All claims regarding indemnity shall survive for a period of 3 years after the termination or expiry of the Contract. g. All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc. h. The Service Provider <u>Either Party</u> shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser-Other Party.</u>	Clause is clear.
140	Section –IV: Part II: Special Conditions of Contract	Clause 3.5	60	The risks and the coverage shall be as follows: (a) Third Party liability insurance, with a minimum coverage of the value of the contract	What all is expected to be covered under this third party liability insurance? Please elaborate.	Please refer Annexure.
141	Form 3	Technical Proposal Cover Letter	67-68	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.	Please amend as follows: <u>Subject to the deviations submitted along with the bid proposal</u> WA We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
142	Form 4	Commercial Proposal Cover Letter	69-70	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.	Please amend as follows: <u>Subject to the deviations submitted along with the bid proposal,</u> We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.	Clause is clear.
143	Form 6	Acceptance of Terms and Condition of the RFP	72	We have read and agree for unconditional acceptance of all the terms and conditions set out in the RFP document.	Please amend as follows: We have read and agree for unconditional acceptance of all the terms and conditions set out in the RFP document, <u>subject to the deviations submitted along with the bid proposal</u>	Clause is clear.
144	Annexure-II	Standard Contract Form	73-74	AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per record inclusive of all related cost and taxes (hereinafter "the Contract Price"). And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that all the conditions of the RFP, including those on allocation and re-allocation of volume of work, will be binding on us. 4. Term: The contract with Empaneled Agencies shall be applicable initially for a period of 3 (Three) Years from date of signing on contract. Subject to Satisfactory completion of work by the Service Provider, the contract may be extended by two more years, on year to year basis as required by the Purchaser based on mutual agreement by the Parties	Please amend as follows: AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per record inclusive of all related cost and <u>exclusive of all taxes</u> (hereinafter "the Contract Price"). And in pursuance of having accepted the said bid the parties have agreed to enter into this <u>mutually agreed</u> agreement. We understand that all the conditions of the RFP, including those on allocation and re-allocation of volume of work, will be binding on us. 4. Term: The contract with Empaneled Agencies shall be applicable initially for a period of 3 (Three) Years from date of signing on contract. Subject to <u>Satisfactory</u> completion of work by the Service Provider <u>as per the agreed scope</u> , the contract may be extended by two more years, on year to year basis as required by the Purchaser <u>with mutual consent of both the parties</u> based on mutual agreement by the Parties	Clause is clear.
145	Annexure-IV	Bank Guarantee for EMD	77-78	EMD format is given	Please amend as follows: <u>Please add: The EMD shall be forfeited by the Purchaser in the following events: i. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof ii. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. iii. If the Bidder/s selected as „Service Provider chose to withdraw the Bid before the finalization process. iv. If the successful bidder fails to sign the mutually agreed contract or the performance guarantee is not submitted within the time specified</u>	Clause is clear.
146	D	UIDAI Information Security Guidelines for Third party (SERVICE PROVIDER)	80-87	II: Asset Management 1. All assets used by the SERVICE PROVIDER (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation. V. Physical and Environmental Security 14. All SERVICE PROVIDER office locations processing UIDAI information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest and other forms of manmade/ natural threats;	Please amend as follows: V. Physical and Environmental Security 1. All assets used by the SERVICE PROVIDER (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation. V. Physical and Environmental Security 14. All SERVICE PROVIDER office locations processing UIDAI information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest and other forms of <u>and other</u> manmade/ natural threats;	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
147	F	Pre Bid/ Pre Contract Integrity Pact	88-94	<p>Section 3 - Disqualification from tender process and exclusion from future contracts If the Bidder, before contract award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason. (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years. Section 9 - Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.</p>	<p>Please amend as follows: Section 3 - Disqualification from tender process and exclusion from future contracts If the Bidder, before contract award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason. (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years. Section 9 - Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 12 <u>3</u> months after the last payment under the respective contract, and for all other Bidders 6 <u>1</u> months after the contract has been awarded.</p>	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
148	Annexure-X	Non-Disclosure Agreement	104-106	<p>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 through-out the contract period and will survive the contract period in case we are selected as a successful bidder.3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees: a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein; b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original; c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.8. The Bidder agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Bidder's breach of this Agreement.10. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.</p>	<p>Please amend as follows: 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 through-out the contract period and will survive <u>for 3 years after the expiry or termination of the contract period</u> in case we are selected as a successful bidder.<u>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.</u>3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees: a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein; b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original; c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.8. The Bidder agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Bidder's breach of this Agreement.10. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive <u>for a period of 3 years after</u> the termination or expiration of this Agreement.</p>	Clause is clear.
149	SECTION-I	Date of submission	5	Bid Submission End Date	We request that bidsubmission date should be extended for minimum 6-8 weeks from the date of release of queries	Please refer Annexure.
150	Point No.7,		5	Based on queries and suggestions received from prospective bidders, if required, UIDAI may amend the RFP/issue corrigendum. Bidders are advised to visit again UIDAI website https://uidai.gov.in/uid-tenders.html and CPPP website https://eprocure.gov.in/eprocure/app at least 2 days prior to closing date of submission of RFP for any corrigendum / addendum/ amendment	We request UIDAI to provide at least 2 weeks time for preparation of bid response after releasing of any corrigendum	Please refer Annexure.
151	Point No.9,		5	Critical Date Sheet - Bid Submission End Date : 12 NOV 2018 (4.00PM)	We request UIDAI to extend Bid Submission date by at least 4 weeks time because November first two weeks are closed due to festivity season	Please refer Annexure.
152	SECTION-III & 2.22.9		27	Quality & Uniformity of interiors for ASK (The interiors at each ASK shall be done up as per a uniform color pattern to give the same look and feel across the country)	Specifications sheet should be shared for uniformity of look & feel with minimum standard of quality for furniture and fixtures.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
153	SECTION-III		27	Infrastructure for ASK	We request UIDAI to clearly share a List of items (BOM in Tabular format) required in ASK centre	Clause is clear.
154	SECTION-III		27	Infrastructure for ASK	Minimum connectivity and security requirements should be clearly defined.	Please refer Annexure.
155	6.3. Terms of Payment		52	Payment terms	We suggest UIDAI should consider following Payment terms which can be divided into two parts: 1. CAPEX - 80% payment against supply of Hardware and other infrastructure Balance 20% against installation. 2. OPEX - Operation Management charges to be paid monthly basis. This may help reduce transaction cost.	Clause is clear.
156	6.3. Terms of Payment		52	Payment terms - Retention on fees by Service provider	We suggest that Service provider should be allowed to collect & retain fees for demographic. New enrolment, biometric is free of cost service for beneficiary so UIDAI can settle bills on monthly basis with half yearly reconciliation	Clause is clear.
157	2.9. Termination		44	Termination clause / EXIT mgmt plan	Risk mitigation for Service provider for Infrastructure investment & initial mobilization of project is very important and termination of contract should be allowed with minimum 1 year notice OR UIDAI should suggest method for transfer of ownership to new service provider with commercial settlement, depreciation cost. EXIT mgmt plan is attached for reference.	Please refer Annexure.
158	Section -III		27	Minimum area for ASK	UIDAI should specify minimum area in sq ft for ASK and should specify area on single floor or it can be on two floors .	Please refer Annexure.
159	ANNEXURE: VII		97	Parallel deployment by 2 services providers in every city (Minimum distance between any two ASK shall be at least 5 km)	We request you to clarify - Location Preference criteria for Service Provider .	UIDAI decision will be final.
160	2.4		28	Approval of UIDAI for each location of ASK	We request UIDAI to clarify parameters (minimum Expectation) for selection of site and adherence to stiff timelines for execution of project. We will also request UIDAI to clearly mention that site once approved will be final for project duration.	Clause is clear.
161	2.2.23		30	Value Added Services	We request UIDAI for allow for Provision for Advertisements/Banners	Service Provider may run IEC campaign with specific approval from UIDAI.
162	2.2.23		30	Value Added Services	We request you to include new service introduce by UIDAI on cost decided in ASK centre like i. Check status of UID ii. Retrieve lost UID/EID iii. Virtual ID generator iv. Aadhaar paperless local eKYC download service .	Please refer Annexure.
163	2.2.23		30	Value Added Services	We request UIDAI to allow services related to UIDAI ecosystem - which can be planned in coordination with UIDAI by service provider at during execution of project.	Clause is clear.
164	2		20	Physical inspection of the existing facilities of Bidders in relevant services conducted by UIDAI personals	Request UIDAI to share checklist for physical inspection to be checked at the time of visit of UIDAI personal	Please refer Annexure.
165	2.1.1.3 (i)		29	Queue mgmt - Transaction per hour	Please clarify on queue mgmt system or counter capacity to handle at least 100/50 transactions per hour per counter for Model A and Model B respectively.	Please refer Annexure.
166	2.22.8		30	Depending upon the demand from Aadhaar applicants and after getting approval from UIDAI, Service Provider may be allowed to keep counters at the ASK open beyond office working hours and on holidays for catering to Residents. The extended opening hours and days will have to be decided in advance and in concurrence with UIDAI.	We request UIDAI to allow working for extended hours with provision for appropriate capacity during night hours and holidays.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
167	15		84	Complete facility shall be under CCTV coverage and SERVICE PROVIDER will create facilities for its central monitoring including by UIDAI officials over internet.	We request UIDAI to include Video and Image analytics software integrated with CCTV system and web portal for auto alerts based on predefined alerts.	Clause is clear.
168	PART-II: ELIGIBILITY CRITERIA:Point 2		17	Net Worth - The Bidder should have had a net worth of Rs. 50 Crores as on 31 March 2018	We recommend higher network considering project will require huge capacity building and infrastructure investment (CAPEX). The Net worth should be minimum 100 cr	Clause is clear.
169	PART-II: ELIGIBILITY CRITERIA:Point 3		17	Annual Turnover - The Bidder should have had a minimum annual turnover of Rs. 250 Crores from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in each year during the last 3 financial years from above related Operations (2015-16, 2016-17, 2017-18)	Annual Turnover - The Bidder should have had a minimum annual turnover of Rs. 250 Crores from Biometric enrolment, citizen centric services, eGov project, Public Service Delivery in each year during the last 3 financial years from above related Operations (2015-16, 2016-17, 2017-18)	Please refer Annexure.
170	PART-II: ELIGIBILITY CRITERIA:Point 6		18	Manpower - The bidder shall have at least 500 full time employee on their roles as on date from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery type of projects	Manpower - The bidder shall have at least 500 full time employee on their roles as on date engaged in similar citizen centric projects, public service delivery project with scope of Biometric enrolment, Kiosk management, technical manpower deployment & project management.	Please refer Annexure.
171	B. Geographical Presence of the Bidder		20	No. of States/UTs in which own and exclusive Public Service Setup/ Registered/ Branch Offices are present	Public service point in minimum 5 state level projects with deployment of manpower & infrastructure at district level should be considered.	Clause is clear.
172	11		57	LIMITATION OF LIABILITY	If any operator or person, engaged in the project by the Service Provider, does any act in contravention of the prescribed process, rules regulations, uses, misuses, or tampers with the data/information relating to Aadhaar number holder or discovering any information thereof, shall be personally liable for all the consequences arising out of his/her act. Service provider shall make every operator/person aware about this.	Clause is clear.
173				Suggestion - Security for transfer of data from ASK to UIDAI servers	We request internet connection to be secure using MPLS connection with VPN.	Please refer Annexure.
174				Suggestion	We suggest UIDAI to consider agencies who have prior experience in aadhaar enrolment activity.	Clause is clear.
175				Suggestion	Preference for service provider which has handled secure document generation at public service points should be given.	Clause is clear.
176			32	Suggestion	We request UIDAI to clarify on budget allocation for IEC / Promotional activities being planned by UIDAI	Clause is clear.
177				Need more clarity & minimum support structure - Matrix of Project Management Team	Any such project engagement will need capacity building and manpower deployment. <ul style="list-style-type: none"> o Grievance management system. o PMU team structure o Central Help desk 	Clause is clear.
178	14. Non Exclusivity	16	14. Non Exclusivity	UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period.	We request UIDAI to kindly issue clarification on this clause - the work under this RFP will be allotted to 2 selected Service providers only and never to anyone else.	Please refer Annexure.
179	Section V	Form 2 - Past Experience in similar projects	Page 66	Form 2 - Past Experience in similar projects	UTIITSL request you to please clarify the definition of Similar projects wrt this RFP?	Please refer Annexure.
180	Section II	Pre-qualification Criteria	Page 17	The Bidder should have had a minimum annual turnover of Rs. 250 Crores from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services Public Service Delivery in each year during the last 3 financial years from above related Operations (2015-16, 2016-17, 2017-18)	UTIITSL request you to relax this clause to "The Bidder should have had a minimum average annual turnover of Rs. 250 Crores during the last 3 financial years (2015-16, 2016-17, 2017-18)"	Please refer Annexure.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
181	Section II	Pre-qualification Criteria	Page 17	from Point 1 to 7 , bidder need to fill Form 1 and Form 2	Form 1 and Form 2 mentioned at every criteria? Pls clarify	Please refer Annexure.
182	Section II	point 6 Manpower	Page 18	The bidder shall have at least 500 full time employee on their roles as on date from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery type of projects	UTIITSL request you to please relax this point to "The bidder shall have at least 400 full time employee on their roles as on date from all the departments."	Please refer Annexure.
183	Section II	TECHNICAL EVALUATION / MARKING	Page 20	The Average annual turnover from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in any of the last 3 financial years (i) 250-500 Crore 10 Marks (ii) 500-1000 Crore 15 Marks (iii) Above 1000 Crore 20 Marks	UTIITSL request you to relax this criteria to "The Average annual turnover from IT & ITeServices in the last 3 financial years" Scoring bracket for the turnover should be revised, to (i) 250-500 Crore 15 Marks (ii) 500-1000 Crore and above 20 Marks	Please refer Annexure.
184	Section II	Bidder's Capability and Developmental Approach	Page 20	Bidder should have capacity to develop and manage Transactional public service delivery portal i.e. appointment portal, payment gateway integration and citizen centric service	Form 3 contains only technical cover letter, please provide the required format for this clause, For this clause maximum marks are 5 (2 marks for each project) . For this, scoring may be proportional to the number of projects.	Please refer Annexure.
185		Generic Query	Page 67		Form 3A and 3B are missing	Please refer Annexure.
186	Section II	Part II Technical Evaluation/Marking Point C - Bidder's Capability and Developmental Approach	Page 20	Number of projects in Development of Transactional public service delivery portal (excluding the project information provided for Eligibility Criterion para (6))	Please, clarify Para (6) that has been referred here. Also, Form 3 that has been asked as a document proof is not relevant to the required criteria. Please, check and confirm.	Please refer Annexure.
187	Section III	Part II- Service Level Agreement	Page 36	1. SLA for Establishment of Aadhaar Sewa kendra. 2. SLA for Operation at Aadhaar Sewa Kendra 3. SLA related to AMS	Request you to kindly revise Parameter(timelines) for establishment of ASK phase 1 50% to 6 months and for phase 1 100% to 12 months. Also, would request you to revise parameter for Design, development, testing & deployment of AMS to 6 months	Please refer Annexure.
188	Section -IV	1.9.3 Commissions & Fees	Page 40	a. Purchaser will require the successful Service Provider to disclose any commissions & fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to theselection process of execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.	UTIITSL request you to please elaborate this point.	Clause is clear
189	Section -IV	6. Payments to the Service Provider	Page 52	6.3 Terms of Payment	Request you to kindly consider payments to be paid on monthly basis instead of quarterly basis.	Please refer Annexure.
191	Section II	Form 2 Past Experience in similar projects	Page 66		Request you to kindly consider copies of Agreement/ work order/ LOI as document proof for simmlar work experience.	Please refer Annexure.
192	Generic Query				Please, clarify how the no. of ASK's would be divided amongst the selected agencies	Clause is clear.
193	Section V	ANNEXURE: VII - List of cities and respective number of ASKS	Page 97	Minimum distance between any two ASK shall be at least 5 km	UTIITSL request you tp please remove this clause.	Clause is clear.

Sr. No.	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
194	Section V	General Query	Page 74	Term: The contract with Empaneled Agencies shall be applicable initially for a period of 3 (Three) Years from date of signing on contract. Subject to Satisfactory completion of work by the Service Provider, the contract may be extended by two more years, on year to year basis as required by the Purchaser based on mutual agreement by the Parties.	Increase the duration of this project for the project viability and for the ROI of the agency setting up ASK, presently it is 3 yrs extendable to 2 more years (1 year at a time). UTIITSL request you to increase the duration of this project to 5 years and extendable to 2 more years i.e. for 7 years as total duration of this project	Clause is clear.
195	Section III	DESCRIPTION OF SERVICES ONLINE APPOINTMENT MANAGEMENT SYSTEM (AMS):	Page 31	AMS will be developed by L1 and L2 both?	Pls clarify where this AMS will be hosted will there be any integration among AMS and UIDAI App? If so how it will be done?	Clause is clear.
196		General Query		Exit Management Clause	UTIITSL request you to please incorporate the Exit management clause as it is not been included in the present RFP.	Please refer Annexure.
197		General Query		Hardware, IT infrastructure and other items required for this project	provide standards for the hardware so that not much variation in the pricing and to check quality	Please refer Annexure.
198		General Query		Area required for setting up ASKs for Model A and Model B	Minimum area specification for setting up ASK for Model A and Model B to be provided by UIDAI	Please refer Annexure.
199		General Query			UTIITSL request you to please extend the timelines for the submission for this project by at least 6 weeks from the date of clarification, considering the complexities for this project	Please refer Annexure.
200		General Query			UTIITSL request you to please provide details of what type of support will be provided by UIDAI in promotion / Marketing of these ASKs	Clause is clear.

Sr. No	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification															
201	II	Point 5 of Pre-Qualification Criteria	17	Quality Parameters Bidder should be ISO 9001, ISO 27001 & ISO/IEC 20000 certified Company	We request that requirement of ISO/ IEC 20000 may please be removed.	Please refer Annexure.															
202	II	Point C-i of Technical Evaluation/ Marking	21	Number of projects in Development of Transactional public service delivery portal (excluding the project information provided for Eligibility Criterion para 6) (2 marks per project)	I. Per project marks have been given as 2, however the total marks have been restricted to 5. We understand that bidder having more than project will get full 5 marks. Please confirm II. Further Please clarify the phrase put in bracket i.e. „(excluding the project information provided for Eligibility Criterion para 6)“ III. Further we request that some weightage should be given to the bidder having experience in handling similar highly information sensitive project in India or abroad.	Please refer Annexure.															
203	II	Point C-ii of Technical Evaluation/ Marking	21	Max Marks 5 Maximum No. of Online Payment transactions/Citizen Centric Transactions Above 1.5 crore 10 Marks 1 – 1.5 crore 7 Marks 50 Lakh- 1 crore 5 Marks 25 Lakhs – 50 Lakhs 3 Marks	Single project with such high annual transaction numbers are very few in India. We request that the word 'annually' may please be removed and consolidated/ cumulative transactions of the project may be accepted.	Please refer Annexure.															
204	II	Part IV -3	24	Evaluation of Commercial bids a. The Commercial Bids of the “Technically Qualified Bidders” only will be opened. b. It is envisaged to engage 2 (two) „Service Provider” for the work. c. Evaluation of commercial bid will be done on following manner. d. One successful Aadhaar Enrolment/Update shall mean Aadhaar number being generated or update being done in CIDR against the Enrolment ID or Update Request Number.	1. As per Commercial bid (excel format) uploaded on e-Procurement site, rates for the following activities have been asked :- i. <u>Rate for per successful Aadhaar Generation</u> ii. <u>Rate for per successful Aadhaar Update</u> However as per format at page 24, it is :- i. <u>Rate for per successful Aadhaar Enrolment/Biometric Updates</u> ii. <u>Rate for per successful Aadhaar Demographic Update</u>	Please refer Annexure. Weightage calculation is for the purpose of commercial evaluation. The payment shall be made according to the discovered unit cost.															
				<table border="1"> <thead> <tr> <th>S.No.</th> <th>All activities related to below mentioned service/ item</th> <th>Unit Cost (in Rs.) (exclusive of all taxes)</th> <th>Total Weightage</th> <th>Evaluation Criteria</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Rate for per successful Aadhaar Enrolment/Bio metric</td> <td>A1=(Unit Cost)</td> <td>20%</td> <td>B1=A1*20%</td> </tr> <tr> <td>2</td> <td>Rate for per successful Aadhaar Demographic Update</td> <td>A2=(Unit Cost)</td> <td>80%</td> <td>B2=A2*80%</td> </tr> </tbody> </table>	S.No.	All activities related to below mentioned service/ item	Unit Cost (in Rs.) (exclusive of all taxes)	Total Weightage	Evaluation Criteria	1	Rate for per successful Aadhaar Enrolment/Bio metric	A1=(Unit Cost)	20%	B1=A1*20%	2	Rate for per successful Aadhaar Demographic Update	A2=(Unit Cost)	80%	B2=A2*80%	Please clarify this ambiguity as Update interprets Biometric Update as well as Demographic update.	
S.No.	All activities related to below mentioned service/ item	Unit Cost (in Rs.) (exclusive of all taxes)	Total Weightage	Evaluation Criteria																	
1	Rate for per successful Aadhaar Enrolment/Bio metric	A1=(Unit Cost)	20%	B1=A1*20%																	
2	Rate for per successful Aadhaar Demographic Update	A2=(Unit Cost)	80%	B2=A2*80%																	

Sr. No	Section No.	Clause	Page number in Section	Existing Provision in the Clause				Clarification Sought	Response / Clarification
					Total				
								2. Further, we understand from the sub clausd. that this weightage calculation shall be used for the purpose of commercial evaluation only and payment shall be made according to quoted Unit Cost price as per our financial bid.	
								Please clarify.	
205	I	Point 4 Of Table Part III	9	5) A standard BoQ.xls format has been provided with the Tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.				Format provided as part of Tender document is named as BOQ_410025.xls . Please confirm whether the same format is to be used or it is subject to change so far?	Please refer Annexure.
206	II	(g) of Definition	12	"Service Provider" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.				1. Whether second service provider will perform its services in different cities or in the same cities where Selected Bidder will provide its services to UIDAI?	Both Service Providers shall provide services in all the cities.
207	II	1.9	13	The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract				We understand that as ASK/Service Provider is responsible for complete setting up of ASK including but not limited to space acquisition, site preparation, online Aadhaar appointment management system (AMS) and installation of investment, there is huge investment to be incurred by the ASK for performance of the Services. More so, there will be huge manpower deployed by ASK for this Project. Hence three years contract period is too short and will not be feasible for ASK. Hence we recommend that the Contract should be for a longer duration. Further, It is requested that contract period should start after the 120 days from signing of contact i.e. Infrastructure Setup Time Given as per Timeline at page 59-60 of the RFP.	Clause is clear.
208	II	2.1	13	Extension of the contract: The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the Service Provider and solely at the discretion of the purchaser				Renewal period specification is required.	Clause is clear.
209	II	1.11	13	Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.				We suggest that the termination of the Contract by UIDAI should be only with a prior reasonable notice period to the Service Provider.	Please refer Annexure.
210	II	7	15	Performance Bank Guarantee				Please specify within what time period UIDAI will return the Performance Bank Guarantee to ASK upon expiry or earlier termination of the Contract?	UIDAI shall return the PBG after expiry of the contract and completion of exit process.

Sr. No	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
				Performance Bank Guarantee would be returned after successful completion of tasks assigned to ASK and after adjusting/ recovering any dues recoverable/ payable from/ by the Bidder on any account under the contract.	We suggest UIDAI should forthwith return the Performance Bank Guarantee after adjustments of the valid dues payable by ASK to UIDAI upon expiry or termination of the Contract.	
211	II	Part II	17	The Bidder should have had a minimum annual turnover of Rs. 250 Crores	We request that standalone turnover of the bidder should	Clause is clear.
		Eligibility Criteria		from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training	only be considered and any consolidated turnover of Group	
212	II	4	25	Contract Finalization and Award The work to be done for each bidder may increase or decrease during the contract period.	Keeping future increase/ decrease of work open may result into viability issue for the Service Provider. Hence we request that work increase/ decrease may be capped to 25% of the total contract value.	Please refer Annexure.
213	II	Part IV	26	Note: The revision in unit cost shall be applicable after two years of contract. After initial two years there will be an increment of 5% per year in the discovered rates.	As per our understanding of this clause, service provider will get 10% increase at the start of 3 rd year i.e. 5% each for previous 2 years. Please clarify. Please confirm whether the same increase i.e. 5% per year shall be applicable in case of any contract extension?	Clause is clear.
214	II	2	27	Overview of Scope of Work ASKs will act as the core facility for catering to all front-end activities related to Aadhaar Enrolment, Update and other miscellaneous Aadhaar services.	Please clarify, what type of miscellaneous Aadhaar services expected to do by service provider. Please share quantitative data for these services.	Please refer Annexure.
215	II	2	27	2.4 Annexure VI provides the model lay-out for an ASK, the infrastructure should have a provision for expansion in future. This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work.	In order to have operational planning & better estimation for bid pricing, please provide the location wise total Area (in sq. ft.) along with further internal break-up such as :- <ul style="list-style-type: none"> · Counter area · Screening Area · Help desk & portal desk area · Area to be air-conditioned · Toilet specifications (e.g. separate for Male/Female etc.) · Verification desk · IT Server room etc. · Specifications of the material to be used. It will also help to avoid any inflation/ deflation of bidding price due to any inbuilt ambiguity which may ultimately impact the overall project in future.	Please refer Annexure.
216	III	2	27	2.5 The cities/ locations as per the applicable Model A or Model B, where ASKs have to be set up are indicated in Annexure VII. Broadly the ASKs will be required to be set up in a centrally situated commercial area which is easily accessible to public and has ample parking space. However exact site of ASK will have to be jointly finalized by Service Provider and UIDAI.	Please provide some sort of location credentials in order to incorporate cost impact accordingly as cities like Mumbai have long geographical length and breadth as well as varying rentals.	Clause is clear.
217	III	2	27	2.1 Service Provider will be responsible for complete setting up of ASK including but not limited to space acquisition, site preparation, Online Aadhaar Appointment Management System (AMS) and installation of every piece of requisite infrastructure. UIDAI shall only be providing the software required for resident enrolment and update.	I. UIDAI to specify the nature and the kind of software to be provided by UIDAI to ASK for performance of services? II. Will the software be supplied by UIDAI to ASK at UIDAI's cost?	Clause is clear

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				required for resident enrolment and update.	III. Whether UIDAI will repair or replace such software provided to ASK at UIDAI's costs in case of any defect or repairs are required to be done for the said software? This will be required because ASK will not be able to deliver within stipulated time period if the software provided by UIDAI is defective and SLA will be affected.	
218	III	2	27	Establishing and running Aadhaar Seva Kendras:	We request that location wise detailed bill of material for all IT & non-IT infrastructure may please be provided along	Clause is clear. Please refer Annexure.
219	III	2.9	29	UIDAI has issued over 122 crore Aadhaar against estimated population of 133 crore. Assuming that every person will require at least one update (address or facial photograph or Name or mobile) once in 5 years total requirement of update per year will be about 26.6 crore. In addition about 2 crore children will be born every year and other 4 Crore children shall be attaining the age of 5 and 15 years each and will require to update their biometric. Hence every year requirement of update will be 32.6 crore. Considering 240 working days in a year, per day update requirement comes to about 13.5 lakh.	We request that expected transactions on these proposed centres may be shared for our planning & estimation.	Clause is clear.
220	III	2.11.7	29	One Enrolment/Update Kit setup as per UIDAI specification for each counter at ASK.	Please share the latest specifications of the "Enrolment/Update Kit Setup" in order to avoid any confusion	Please refer Annexure.
221	III	2.11.9	30	Two LED Televisions placed strategically at the waiting area to provide a Token Status to residents.	We understand that of two LED televisions is minimum requirement and Service Provider is free to put more than 2 TVs for better quality service. Please confirm.	Yes
222	III	2.15	30	Pre-printed feedback forms at the exit near the token collection counter	It is recommended to have Feedback collected through Tabs placed strategically at the Exit. Residents can give their feedback on these tabs by clicking a rating from 1-5 on their experience. The option to leave feedback as well as receive a call back can also be provided.	Clause is clear.
223	III	2.17	30	Adequate parking facility for Aadhaar applicants	In major cities, the parking would be a problem, so we request to not to mandate this clause. Please consider & remove this	Please refer Annexure.
224	III	2.21.10	30	SP to provide facility for printing of e-Aadhaar at the rate of Rs 30 per Aadhaar	We understand that this is over & above the service fees quote in the financial bid and shall be directly collected from	Please refer Annexure.
225	III		31	The Service Provider shall develop, deploy and manage an Online Appointment Management System (AMS) and integrate it with UIDAI System. The AMS will be hosted in UIDAI Data Centre. The AMS once developed will undergo security and other tests by UIDAI. The ownership of the AMS (including software) will remain with the UIDAI.	Please clarify how & when the ownership need to be transferred and at what price?	Clause is clear.
226	III	2.8	31	The token management system shall be integrated with AMS. However, each ASK will also have the facility to book / reschedule online appointment for „online“ and „walk-in“ applicants.	Token management shall be triggered only after the applicant visits the centre. Can this work separately to the online Appointment system?	Both applications are integrated.
227	III	3.1	31	The Service Provider shall develop the Online Appointment Management	As per RFP, there will be two service providers and the	Clause is clear. Resident will have option to

Sr. No	Section No.	Clause	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
				System (AMS) which shall facilitate the resident for scheduling of online appointment for visiting an ASK for Aadhaar enrolment/update service.	proposed appointment system as well as payment gateway by both the bidder would also be different. So in such, case how citizen appointments will be managed. Whose portals will be used as both the service provider shall have ASKs in same city? Please clarify.	visit the portal / center of any of the SP.
228	III	3	31	The Service Provider shall develop, deploy and manage an Online Appointment Management System (AMS) and integrate it with UIDAI System. The AMS will be hosted in UIDAI Data Centre. The AMS once developed will undergo security and other tests by UIDAI. The ownership of the AMS (including software) will remain with the UIDAI.	Is it expected from service provider also to conduct application security assessment of AMS application by engaging third party independent security vendor to assure ourselves of the security of the system? Will UIDAI permit the same?	Clause is clear.
229	III	3.4	31	The appointment management system shall also consist of payment gateway for receiving the payment from the residents and facilitate the resident to cancel or reschedule the appointment.	Please clarify who will bear the transaction charges for payment?	Please refer Annexure.
230	III	3.5	31	The AMS shall also have provision of refund and grievance handling mechanisms for the resident. Refund timelines shall be followed as per Annexure IX	i. How is the refund managed functionally? If the applicant has already utilized the online service for scheduling and rescheduling and then cancels it, will be still be applicable for refund? ii. We request that cancelling/ rescheduling of appointment should be allowed only once after <u>appointment confirmation</u> iii. How does refund mechanism works in case of No Show?	Clause is clear.
231	III	3.6	31	The AMS shall also integrate with OTP service of UIDAI for OTP validation of the residents.	iv. Will the API for SMS Gateway and OTP Integration be provided by UIDAI? v. Since the timeline for implementation is 4 months from signing the contract, shall we get the API before the signing of the contract?	Integration details shall be provided to the successful bidder after signing of contract
232	III	3.5.2.8	32	The resident will have option of selecting online or cash payment method for the service selected. In case of online payment, resident shall get payment receipt after successful payment transaction for the service selected.	It is assumed that Payment will be taken and receipt will be generated by service provider system. Is there any receipt generated from UID system for rendering the services? If yes, how that needs to be linked to SP system?	The AMS shall have capability to handle all payment / cash receipt and other financial management.
233	III	4.2	33	SP shall ensure that there is always at least one full time Operation Manager who will also provide grievance redressal to residents. Operation Manager will handle all the grievance related to appointment booking/portal, Aadhaar enrolment/update process till the exit counter etc. which come under the domain of ASK operations.	Please clarify whether this Operation Manager need to hire each location or a centrally located one Operation Manager for overall management?	Clause is clear. Operation Manager shall be deployed at each ASK.
234	III	4.4	33	To be a Verifier/Operator/ Supervisor/Screeener/IT Personnel*/Cash Counter#, a person shall qualify following criteria: - The person shall be of age 18 years and above. - The person shall have a minimum education qualification of a graduate	We request that for Operator staff, educational qualification should be minimum 10+2 pass and have computer knowledge / local language knowledge as must.	Clause is clear.
235	III	4.4	34	4.4 To be a Verifier/Operator/ Supervisor/Screeener/IT Personnel*/Cash Counter#, a person shall qualify following criteria:	We request to remove this condition as it may restrict selection of potential candidates to come on board. We suggest that after taking them on board necessary training	Clause is clear.

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				To be an operator, person shall have obtained "Operator Certificate" from a Testing and Certification Agency appointed by UIDAI. Similarly, to be a supervisor, person shall have obtained "Supervisor Certificate" from a Testing and Certification Agency appointed by UIDAI.	should be provided.	
236	III	4.5	34	SP shall ensure that the minimum manpower requirements are fulfilled as per Annexure XI.	<p>Please clarify the following points:-</p> <p>i. What is difference between job responsibilities of Helpdesk Operator & Portal Desk? We suggest that portal desk jobs can be merged with Helpdesk.</p> <p>ii. There seems to be redundant of job by Screener & Verifier. As there is another check point of Workstation Operator, we suggest that one process of Screener can be eliminated.</p> <p>iii. Please share the role of UIDAI supervisor as why the same is required in addition to from ASK manager? Further, please clarify if UIDAI supervisor will be from UIDAI & if yes, who will bear the cost of the same?</p>	Clause is clear.
237	III	4.5	34	SP shall ensure that the minimum manpower requirements are fulfilled as per Annexure XI.	<p>Considering the sensitivity of the highly citizen centric project, we suggest that in place of manual paper based feedback forms, electronic feedback system should be used as not only it will help to collect the feedback in unbiased manner but will also help to compile the feedback data in a fast & secured manner.</p> <p>As requested earlier, Feedback Tablets should be affixed at the exit point of the ASK to collect the feedback from the citizens served.</p>	Clause is clear.
238	III	4.6	35	<p>5.4 The process of operation of ASK shall be as per below guidelines:</p> <p>i) Those residents who have done online payment shall directly move to the cash counter for Token receipt. This shall be given to the resident upon verification of payment receipt generated online or through SRN</p> <p>ii) Those residents who have not done online payment but have done online appointment booking, or are walk-in residents shall move to cash counter for making payment, receiving payment slip and Token receipt.</p>	<p>With regards to Point (iii) where it mentions residents shall move to screeners for pre verification after token receipt – It is recommended to have the token generation done at the pre verification zone.</p> <p>In case of point (i) – residents who have paid online, after getting screened can be issued token and move directly to waiting area for enrolment.</p> <p>In case of point (ii) – residents who have not paid online, after getting screened can be issued token and move to cash counter.</p> <p>It will also eliminate the refund process in case of any document shortcomings etc.</p>	Clause is clear.

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				iii) After Token receipt residents shall move to Screeners for pre-verification		
239	III	4.6	34	SP shall ensure to have pool of manpower in case of replacement of	Please clarify what should be the Pool size?	Clause is clear.
240	III	3. SLA related to AMS	36	Design, development, testing and deployment (Go Live) of AMS system	4 Months of signing contract.	
					i. Will the testing to be done by government officials?	
					ii. Will it be done at a central site or on-premise?	
					iii. Will it be done within 4 months of signing the contract or after 4 months?	
					For a complete state-of-art system, we propose to have a development timeline of minimum 4 months.	
241	III	Part II- Service Level Agreement	36	1. SLA for Establishment of Aadhaar Seva Kendra	The penalty levied by UIDAI is very high and is onerous upon ASK/Service Provider. Hence, request to reduce the penalty	Please refer Annexure.
242	IV	2.2	41	Termination of Contract for failure to become effective: If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI	It is suggested that this clause 2.2 shall be subject to Clause 2.9 of Section IV- Part I- General Terms and Conditions wherein a reasonable cure period is provided to the Service Provider to remedy such breach/default for performance of the Contract before forfeiture of performance guarantee by UIDAI.	Please refer Annexure.
243	IV	2.7.3 (e)	43	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.	It is suggested that if ASK/Service Provider is of the opinion that due to continuance of force majeure events for a certain period it will not be viable to perform the services and continue the Contract with UIDAI, in such an event ASK/Service Provider should have a right to terminate the Contract by giving a reasonable notice in writing to UIDAI.	Please refer Annexure.
244	IV	2.9.1(k)	45	If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract	Termination of the Contract by Purchaser/UIDAI for any reasons whatsoever by providing a prior notice of 30 days' notice period to terminate the service provider will cause business loss to service provider because of huge investment made by service provider in this Project and it may also have to face any claims and statutory liabilities on account of termination of the manpower deputed by it for the Project.	Please refer Annexure.

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					Hence, it is requested that UIDAI should not terminate the Contract without any reasons and if they wish to terminate the Contract (a) a lock period of reasonable time period should be included in the Contract wherein UIDAI cannot terminate the Contract without cause during lock in period. (b) Upon completion of the lock in period, UIDAI may terminate the Contract by giving a prior written notice of a reasonable time period to the service provider in this regard to enable service provider to smoothly close its operations for the project.	
					Further it is requested that Service Provider should also have right of termination for convenience by providing a reasonable prior written notice to UIDAI in respect of termination of the Contract.	
245	IV	2.9.1 (f)	44	If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser 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 Service Provider to improve the quality of the services.	Please clarify as to how the quality of the services will be determined by UIDAI.	Please refer Annexure.
246	IV	2.9.1 (n)	45	If the Service Provider discloses any confidential information provided during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith. Upon termination of the Services under this Clause, UIDAI shall not be held liable for any kind of loss incurred to the other party	We suggest that this clause should be a mutual for both the parties as both the parties will be sharing their confidential information to the other party during the Project.	Clause is clear.
247	IV	2.9.2 (a)	45	If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.	Request that the payment of outstanding dues payable by UIDAI to service provider should be paid within 15 days upon receipt of invoice by UIDAI. In case of any delay in making payments, then the UIDAI shall also pay a rate of interest of 1% p.m. on the outstanding amount from the due date till the same is paid to the service provider as any delay will have impact on cash flow of the project.	Clause is clear.
248	IV	2.9.4	46	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider 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.	Please allow cure period 90 days rather than taking immediate steps.	Please refer Annexure.
249	IV	2.9.5	46	Payment upon Termination:	We recommend that UIDAI shall make the payment of all	Clause is clear.

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					the outstanding dues payable to service provider immediately upon expiry or earlier termination of the Contract since the comply will be incurring huge expenses for the same and deputing manpower for the project.	
250	IV	3.6	48	<u>The Service Provider</u> (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, 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 thereof,	Please clarify which records need to be kept.	Clause is clear.
251	IV	3.6	48	shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to 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 or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.	Please clarify if Purchaser will appoint auditor? If yes, who will bear the cost of the same? Also please clarify the scope of the audit.	Clause is clear.
252	IV	6.1	52	a. The Service Provider shall be paid, as per the „discovered rate“ for carrying out/delivery of services as enumerated in Section-III. b. The amount payable shall be finalized after taking into account the Penalties and deductions as defined in Scope of work, if any applicable. c. The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider. d. The money collected from residents via appointment portal/ cash counter for the Aadhaar enrolment/update shall go to the Escrow account held by the UIDAI.	Please clarify the followings:- i. We understand that payment to the Service Provider shall be made directly by the UIDAI and there will be no routing of invoices/ payment through any other agency/ authority. Please confirm. ii. Please clarify who will open the Escrow Account and bear the associated of the same? iii. Please clarify who will arrange the Cash pickup & its deposition in UIDAI held escrow account and bear this cash management cost? iv. Please also share average expected transaction amount for each location.	Please refer Annexure.
253	IV	6.3 (a)	52	Terms of Payment:	i. AS per RFP, payment shall be released to the Service Provider after every three months which may have adverse impact on day to day cash flow. So we request that Project should be executed on “USER PAY MODEL” and Service Provider should be allowed to collect its transaction Fee directly from the Citizen at the time of rendering any service.	Please refer Annexure.

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					ii. In case if, it has to be a Purchaser Pay Model, we further request to release the payments on monthly basis instead of quarterly basis as service provider will have to make the payment on monthly basis to the staff deputed as well as for other obligations.	
				The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on „Quarterly basis”		
254	IV	6.3	52	In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment, after rectification of the issue	Request you to share the scenarios of critical UIDAI audit findings.	Clause is clear.
255	IV	6.3	52	The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on „Quarterly basis”	Please confirm whether the payment will be made centralized for all centres or separately for each ASK wise.	Clause is clear.
256	IV	6.3	52	The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on „Quarterly basis.	Please clarify, whether Service provider will raise single invoice for shortfall as well as actual transaction counts for the relevant period?	Clause is clear.
257	IV	8.2 (a)	53	<p>Arbitration:</p> <p>In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of Sole arbitrator, to be appointed by the Purchaser.</p>	We suggest that the Arbitrator should be appointed mutually appointed the parties as per the provisions of Arbitration and Conciliation Act, 1996 and its Rules.	Clause is clear.
258	IV	9	55	Liquidated Damages	<p>We understand from the RFP that for any breach on the part of service provider, UIDAI shall forfeit or deduct such charges from the performance bank guarantee. Hence, additional imposition of liquidated damages upon the service provider exposes the service provider to financial risk and hence request UIDAI to waive off the clause on liquidated damages in the RFP.</p> <p>We suggest that the maximum cap should be limited to payment made to service provider under the Contract in the immediately preceding three (3) months prior to the date of the incident.</p>	Clause is clear.
259	IV	11.1	57	<p>Limitation of Liability:</p>	We recommend that the liability of the service provider should be limited to payment made to service provider	Clause is clear.

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				The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement	under the Contract in the immediately preceding three (3) months prior to the date of the incident (when it first arose)giving rise to such liability and in any event the liability of service provider shall only arise if such liability is solely and directly attributable to the gross negligence or lapse on the part of service provider.	
260	IV	12.1.d	57	The Service Provider 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 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 Service Provider. The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of work at the time of signing of the contract.	We further request that an indemnity by UIDAI wherein UIDAI should agree to indemnify service provider indemnified against all claims in respect of any breach or default on the part of UIDAI to perform its obligations under the Contract including breach of IPR, confidentiality clause, anti-bribery clause etc.	Clause is clear.
261	V	Annexure	80	D: UIDAI Information Security Guidelines for Third party (SERVICE PROVIDER)	Will the application provided by UIDAI work on open network or restricted network? Our network is controlled and restricted. Please let us know if any port needs to be opened for operating the UID application?	The details shall be shared with the selected bidders.
262	V	D.II	80	All assets used by the SERVICE PROVIDER (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation.	Please clarify the base value of the 10% amount to be withheld.	Clause is clear.
263	V	IV. 11	82	The local security settings on all the systems shall be aligned and synced with the Active Directory Settings.	Does this mean we need to have /setup Active Directory ? Where would be the Domain Server (Active Directory) located?	Clause is clear.
264	V	V. 5 & VII. 9	83 & 86	Imaging devices such as mobile phones, laptops, cameras etc shall not be & Where the mobile device policy allows the use of privately owned	Both these clauses (at page 83 & page 86) seem to be contradictory. If mobile phones not permitted within facility, then how is the BYOD requirement applicable and vice versa? Please clarify.	Clause is clear.
265	V	SYSTEMS OPERATIONS SECURITY Point no 8	85	Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;	What is the duration for which event logs needs to be retained?	Clause is clear.
266	V	VII	86	Communications Security: The SFTP client server shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests to the SFTP client server;	The Setup of the SFTP Client Server will be done by the Successful Bidder or UIDAI?	Clause is clear.

Sr. No	Section No.	Clause	Page number in Section	Existing Provision in the Clause				Clarification Sought	Response / Clarification
267	V	Annexure VI	95	Seating Layout – Model A / B				Will there be Workstations for the Desks for form filling?	Clause is clear
268	V	Annexure VI	95	Reception, UIDAI official, Verifier, Operation Manager				Is Workstation required for Reception, UIDAI official, verifier and Operation Manager? Apart from Operators Who else would require Desktops / Laptops in a Centre?	Clause is clear.
269	V	Annexure-VII	97	Total ASK per service provider will therefore be 57.				Please share the methodology to allocate location within same city to both the service provider.	Clause is clear.
270	V	ANNEXURE: IX	99	Refund Scenarios				As per RFP, any amount collected from Citizen shall be parked in an Escrow Account held by UIDAI. Please confirm the process as how & who will refund the money to the citizens? Who will initiate the refund & on what basis?	Clause is clear.
271	V	ANNEXURE: X	100	Aadhaar Update Cost Calculation Scenarios in case of Shortfall in Aadhaar Enrolment/Updates				As per calculation given, any shortfall in all three scenarios shall be compensated on the rate of Demographic Updates	Clause is clear.
272	V	Annexure-XI	103	Manpower allocation				1) Please provide a list of location wise service counts for 2017-2018 in order for us to accurately calculate staffing and sizing required. 2) Please provide the approximate bifurcation of walk ins and appointment percentages of above counts.	Clause is clear.
273	V	Annexure-XII	104	Non-Disclosure Agreement				Request this NDA to be a mutual NDA as both the parties will be sharing their confidential information to the other party for the Project.	Clause is clear.
274	I	9	4	Bid Submission End Date	12 NOV 2018 (4.00PM)			Considering the magnitude & versatility of the project, we request that Bid Submission End date may please be extended by 4 week time.	Please refer Annexure.
275		NOT IN RFP		Call Centre				Is there any requirement for Call Centre? If yes how many seats are required?	Clause is clear.

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Ministry of Electronics and Information Technology, Govt. of India

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New Delhi - 110001

**SUB: Corrigendum III for "REQUEST FOR PROPOSAL FOR ESTABLISHING AND
RUNNING AADHAAR SEVA KENDRAS"**

Publish Date: 3th Oct, 2018, Open Tender No. – 2018_DIT_390883_1

Ref. No. F.No. 4(4)/57/369/ASK/2018/E&U

Based on various queries raised by prospective bidders, during the pre-bid meetings and queries received in writing, following clauses of the RFP have been amended/clarified/new clauses added:

S.no	Clause/Pg. No.	Amended Clause
1	Section - I Invitation to bid and Introduction , Part-1 Notice Inviting tender, clause 9- Critical Date Sheet Page-5	Amended critical date sheet is attached
2	Section - I Invitation to bid and Introduction , Part-III Instruction for online submission of bid, clause 4- Submission of bid Page-9	The following clause is amended Clause 4.5 Amended BOQ.xls is uploaded on the CPP portal
3	Section - II Introduction to bidders, Part-1 General, Definitions "c", Page-11	"ASK" means Aadhaar Seva Kendra
4	Section - II Introduction to bidders, Part-1 General, Clause 7 , Page-15	The following sub clause is added into the existing clause 7. For the purpose of calculation of PBG amount following methodology shall be followed: Number of working days in a month = 26 Total number of working days in 3 years = 36X26 = 936 Total number of enrolment / update workstations per service provider = 784 Average enrolment / update transactions = 30 enrolment / update per workstation Total enrolment / update transactions in 3 years per service provider = 936X784X30 = 2,20,14,720

		Amount for performance Bank Guarantee = 5% of [2,20,14,720 X discovered weighted rate (B3)]
5	Section - II Introduction to bidders, Part-1 General, Clause 14., Page-16	The following sub clause is added to clause 14 The existing Aadhaar enrolment/update centers being run by other registrars inter-alia banks, post offices, State Governments etc. shall continue to operate.
6	Section - II Introduction to bidders, Part-II Eligibility Criteria , Page-17	Amended Eligibility Criteria is attached.
7	Section - II Introduction to bidders, Part-II Technical Evaluation/ Marking , Page-20	Amended Technical evaluation/ Marking is attached.
8	Section - II Introduction to bidders, Part-IV Selection Process, 4. Contract Finalization and award, Page-25	The following sub clause is added to Clause 4. Contract Finalization and award UIDAI may give additional work order up to 25% to open ASK in any of the existing cities or any new city on same terms & conditions on mutual agreement at any point of time during tenure of contract.
9	Section - II Introduction to bidders, Part-V Online Bid preparation and document checklist, Clause 1.d,1.e; Page-26	The following sub clauses is amended d. Signed and Scanned copy of Form 1 and Form 2 e. Signed and Scanned Copy of Checklist specified in Section II PART-II: ELIGIBILITY CRITERIA: TABLE 1 and all the supporting document.
10	Section - II Introduction to bidders, Part-V Online Bid preparation and document checklist, Clause 2 a , Page-26	The following sub clause is amended a) Signed and Scanned Copy of all the Technical Forms (FORM1,FORM 2) provided in Section V and all the supporting documents specified in Section II TABLE 2 :TECHNICAL EVALUATION CRITERIA
11	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.4 Page-28	The following clause is amended Clause 2.4 Annexure VI provides the model layout for an ASK, the infrastructure shall have a provision for expansion in future. This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work. ASK may be established at any floor (One single floor) with proper accessibility for the resident including for elderly and physically challenged (as per Section III Scope of work, Deliverables and SLAs clause 2.19) Indicative area for Model A ASK shall be 2500-

		3000 square feet and Model B ASK shall be 1200-1500 square feet. Each counter shall have minimum 40 square feet area inside the ASK.
12	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.11.3 (i) Page-29	The following clause is amended Capacity to handle at least 100/50 transactions per hour for Model A and Model B ASK respectively.
13	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.11.5 Page-29	The following clause is amended Clause 2.11.5 One room for Server/ router/ network components along with one IT personnel for maintenance and upcoming of IT systems. Each ASK will require about 20 Mbps connectivity. However Service Provider may increase or decrease the required bandwidth as per its experience/requirement during the operation of ASK.
14	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.11.7 Page-29	The following sub clause is added to clause 2.11.7 Minimum indicative Specifications of Aadhaar Enrolment Kit is attached
15	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.17 Page-30	The following clause is amended Clause 2.17 Adequate parking facility for Aadhaar applicants. In case adequate parking is not available in the ASK, the ASK shall be accessible by public transport and public parking facility shall be available nearby.
16	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.22.10 Page-30	The following clause is amended Clause 2.22.10 SP to provide facility for printing of e-Aadhaar at the rate of Rs 30 per Aadhaar. This is an optional service which can be offered by the Service Provider and collect the amount from the resident directly. a) It has to be printed in color on A4 size page. b) The rate maybe revised by UIDAI at any point of time. c) The present rate of Rs. 30 is inclusive of GST.
17	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.23 Page-30	The following clause 2.23 is added: At the discretion of UIDAI Service Providers may be allowed in future to offer other UIDAI services such

		as VID generation, Auth/Update history etc at the rate in others terms and conditions as prescribed by UIDAI
18	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 2.24 Page-30	The following clause 2.24 is added: UIDAI Supervisor will be on the role of UIDAI
19	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 3. Description of Services, 3.5.2.12 Page-32	The following clause 3.5.2.12 is added: Any transaction service charge by payment gateway/bank shall be borne by the resident on actual basis. The cash handling at the ASKs and deposit into UIDAI account shall be done by the SP at its own cost.
20	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 2. Overview of Scope of Work, 3.9 Page-31	The following clauses is added after clause 3.9 Clause 3.10 During the course of operation of ASK, if there are any bugs or modification required, SP shall develop it free of cost in consultation with UIDAI. Clause 3.11 Necessary upkeep and maintenance of AMS shall be done by SP. Clause 3.12 The AMS shall be capable of generating various reports for successful operation and monitoring of the ASKs including calculation of SLA in respect of turnaround time (Clause 2), all payment/refund related information. Clause 3.13 In addition to the reports that are identified in the RFP, so far as a particular data is available in the AMS, the SP shall make changes in the AMS so that any required MIS is generated for successful operation of ASK, managing the contract and helping UIDAI in analysis and/or decision making. Clause 3.14 The AMS system shall have hierarchical login/access for UIDAI and Service Provider personnel for successful operation and monitoring of ASKs. Login shall also be provided to UIDAI contact centre agents for grievance handling.

21	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, 4. Requirement of Manpower at ASK, 4.4 Page-33	The following sub clause is added to clause 4.4 All the manpower deployed by Service Provider need to pass general certificate program as prescribed by UIDAI on demand. The cost for such certification shall be borne by SP.
22	SECTION-III SCOPE OF WORK, DELIVERABLES AND SLAs, Part - II Service Level Agreement Page-36	Amended Service Level Agreement is attached.
23	SECTION-IV General and Special Conditions of Contract, PART-I - General Conditions of Contract, 1. GENERAL PROVISIONS, definitions "c" Page - 37	"ASK" means Aadhaar Seva Kendra
24	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 2.9.1 Page-44	In paragraph (reproduced below): “The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (n) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days’ written notice of termination to the Service Provider: ...” “thirty (30) days” may be read as "ninety (90) days"
25	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 2.9.2 Page -45	In paragraph (reproduced below): “The Service Providers may terminate this Contract, by giving not less than thirty (30) days” written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2): ...” “thirty (30) days” may be read as "ninety (90) days"
26	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 3.5 Page -48	The following clause is amended Clause 3.5 1. Service Provider shall ensure security for all assets, deployed resources, records, cash, etc. at each ASK. 2. Service Provider shall ensure providing all required Insurance covers, including third party cover, for all the assets including hardware (IT and Non-IT) etc. available at each ASK against fire, theft, natural calamities, etc. Any insurance required as per Law shall be ensured by the Service Provider at its own cost. UIDAI will not be liable for any loss or damage of any asset. The cost of obtaining these insurance and its renewals shall be borne by Service Provider. 3. Service Provider shall borne the expenses for availing insurance against the cash at ASK

		4. The Service Provider shall be responsible for making good, any loss of property on account of any reason whatsoever including misappropriation/fraud/ mishandling etc. by the Service Provider or its resources.
27	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 3.7 Page -48	The following clause is amended Clause 3.7 Subcontracting is not allowed. Subcontracting may only be done for services of Housekeeping, physical security and facility for snacks & refreshment.
28	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 3.13 Page- 50	The following sub clause is added to clause 3.13 Name and contact details of the Independent External Monitor appointed by Central Vigilance Commission and nominated for this RFP are: 1. Shri Sadhu Ram Bansal, Ex-CMD, Corporation Bank (email:sr.bansal23@gmail.com) 2. Shri Padmanaban Vittal Das (IRS:1974) (Retd.), Ex-Member, CBEC (email: vital_143@hotmail.com)
29	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 6.1 Page -52	The following clause 6.1.e is added The cash collected at ASK shall be deposited by the Service Provider in the UIDAI Bank Account in the same day but not later than next bank working day.
30	SECTION-IV General & Special Conditions of Contract, Part-I General Conditions of Contract, 6.3 Page- 52	The following clause is amended Clause 6.3.a a. The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on "Monthly basis".
31	SECTION-V Annexure & Appendices, ANNEXURE -I - Forms for bidding, FORM- 1 and FORM 2, Page- 64 & 66	Amended FORM 1 and FORM 2 are attached.
32	SECTION-V Annexure & Appendices, ANNEXURE -II STANDARD CONTRACT FORM, Clause 4 , Page- 74	The word "Empanelled Agencies" may be read as "Service Providers"
33	SECTION-V Annexure & Appendices, ANNEXURE -V, Appendix D: 6. Operation security clause (6), Page - 84	The following clause is amended Clause 6. "No printers shall be allowed in the location" is deleted
34	SECTION-V Annexure & Appendices, Annexure - VIII - Process flow diagram, Page-98	The process flow diagram is modified and attached.

SECTION-II: Instructions to bidders
PART-II: ELIGIBILITY CRITERIA:

Pre-qualification Criteria					
S.no	Parameters	Requirement	Supporting Proofs/Documents	Compliance (Y/N)	
1.	Legal Entity/Registration of Company	Bidder shall be : (i) A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto (ii) Registered with the GST (iii) The company should be in operation from last Three years	(i) FORM 1 signed by Company Secretary (ii) Certificate of Incorporation (iii) GST registration Certificate		
2.	Net Worth	The Bidder should have had a net worth of Rs. 50 Crores as on 31 March 2018	(i) FORM 1 signed by Company Secretary (ii) Audited Balance Sheet for financial year 2017-18 and in case of audited financial statements for the financial year 2017-18 is not finalized, Certificate from Company Secretary/ / Chartered Accountant		
3.	Annual Turnover	The Bidder should have had an average	(i) FORM 1 signed by Company Secretary (ii) Audited Balance Sheet for		

		<p>annual turnover of Rs. 250 Crores from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery during the last 3 financial years from above related Operations (2015-16, 2016-17, 2017-18)</p>	<p>3 financial year and in case of audited financial statements for the financial year 2017-18 is not finalized, Certificate from Company Secretary/ Chartered Accountant</p>		
4.	Profitability	<p>The bidder firm should be profitable (based on profit before tax) in last 3 years</p>	<p>(i) FORM 1 signed by Company Secretary (ii) Audited financial statements for last three financial years and in case of audited financial statements for the financial 2017-18 year is not finalized, Certificate from Company Secretary/ Chartered Accountant</p>		
5.	Quality Parameters	<p>Bidder should be ISO 9001 and ISO 27001</p>	<p>(i) Valid ISO 9001 Certificate and ISO 27001 Certificate</p>		

6.	Manpower	<p>The bidder shall have at least 400 full time employee on their roles as on date from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery type of projects</p>	<p>(i) FORM 2 signed by Company Secretary (ii) Certificate on no. of full time employees certified by Authorized Signatory/ HR Head</p>		
7.	Single Entity	<p>The bidder should be single applicant and not a consortium</p>	<p>(i) FORM 1 signed by Company Secretary (ii) Self Declaration signed by Authorized signatory</p>		
8.	Not blacklisted	<p>“The bidder should not be blacklisted or debarred banned from participating or carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder,</p>	<p>Certificate from Authorized signatory</p>		

		in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.”			
9.	Income Tax Return	Should have filed income tax returns for the three financial years (2015-2016, 2016-2017 & 2017-2018).	Copy of IT Return duly acknowledged by Income Tax Department. In case IT return for the financial year 2017-18 is not filed, IT return for the financial year 2014-15 also to be provided.		
10.	Integrity Pact		Scanned copy of duly signed Integrity Pact by Authorized signatory		

PART III : TECHNICAL EVALUATION / MARKING				Max Marks
		Marks	Documents to be submitted	
A	Turnover and Physical Inspection			
1	The Average annual turnover from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in any of the last 3 financial years		(i) FORM 1 signed by Company Secretary (ii) Audited Balance Sheet for 3 financial year and in case of audited financial statements for the financial year	20

	(i) 250-500 Crores	10	2017-18 is not finalized, Certificate from Company Secretary/ Chartered Accountant	
	(ii) 500-1000 Crores	15		
	(iii) Above 1000 Crores	20		
2	Physical inspection of one of the public service delivery centers and central service facility/backend processing of Bidders for infrastructure, process flow, operations will be conducted by UIDAI personnel.			20
B	Geographical Presence of the Bidder			15
1	No. of States/UTs in which own and exclusive Public Service Setup/Registered/Branch Offices are present		FORM 1 signed by Company Secretary	
	(i) 5 - 10	5		
	(ii) 10-20	10		
	(iii) Above 20	15		
C	Bidder's Capability and Developmental Approach			15
	Bidder should have capacity to develop and manage Transactional public service delivery portal i.e. appointment portal, payment gateway integration and citizen centric service		(i) FORM 2 signed by Company Secretary (ii) Copy of Contract Agreement/ Certificate from Client/Certificate of Completion of project/Copy of Work Order	
	(i) Number of projects in Development of Transactional public service delivery portal (2 marks per project)	5		
	(ii) Number of Citizens/individuals served annually.			
	Above 10 Lakhs	10		
	5 Lakh- 10 Lakhs	8		
	2 Lakhs - 5 Lakhs	5		

D*	Bidder has to share the Approach and Methodology on the following parameters :-	Presentation in form of Doc/PDF/PPT.	30
	Understanding of the entire scope of work	5	
	Proposed Solution for AMS with timelines	5	
	Quality and Security Measures proposed to be deployed	5	
	Proposed sample layout design and infrastructure specifications of the ASK to be deployed.	5	
	Project plan and delivery schedule (Work Plan) on roll out strategy	5	
	Demo design of end to end process of one Aadhaar enrolment/update covering multiple scenarios	5	

Note:

- *These marks will be allocated based on bidders presentation to the evaluation committee and documents submitted as part of the bid.
- Supporting Documents as specified to be submitted in accordance with the Technical Evaluation Criteria above.
- The UIDAI reserves the right to visit any or all the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.
- **Bidder must score at least 60 or more marks in technical evaluation to be considered for further evaluation.**

SECTION-III: Scope of Work, Deliverables and SLAs

PART-II - Service Level Agreement

Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the Service Providers to UIDAI for the duration of this contract. All the penalties shall be calculated on pro-rata basis. UIDAI will provide approval on any of the proposal of Service Provider in accordance of the RFP within 7 working days from date of receipt of such proposal in writing to "Deputy Director (DD), E&U". Any delay beyond 7 working days by UIDAI shall not be counted for the purpose of calculating the penalty.

1. SLA for Establishment of Aadhaar Seva Kendra (ASK)

S.No.	Description	Parameter	Penalty
1.	Establishment of ASK Phase I – 50% of the total number of centers as mentioned in the Annexure VII	4 Months of signing contract.	Rs. 10,000/- per day per centre
2.	Establishment of ASK Phase II – 100% of the total number of centers as mentioned in the Annexure VII	8 Months of signing contract.	Rs. 10,000/- per day per centre

- The maximum Penalty under SLA for Establishment of Aadhaar Seva Kendra will be capped at Rs 12 Lakhs per ASK.
- At any given time, either of the phase- I or phase- II SLA will be applicable
- In case Service Provider is not able to establish all the ASK within 12 months from the date of signing of contract, UIDAI may at its discretion give the remaining ASK to any other Service Provider for establishing the ASK.

2. SLA for operations at Aadhaar Seva Kendra and quality of enrolment/update

S.No.	Description	Parameter	Penalty
1.	End-to-end turnaround time (from token generation at cash counter till token submission at exit counter) for resident to get the enrolment / update or other miscellaneous Aadhaar service done	60 minutes	20% of the rate for the particular service

2.	Demographic/Biometric error in enrolment/update <ul style="list-style-type: none"> • Gender/photo mismatch • Age/photo mismatch • Error in name • Error in address • Error in relationship • Photo not as per guidelines • Bad quality photo in exception photograph • Exception not visible in photo • Poor quality of scanned document • Demographic data mismatch from the scanned document • Other demographic/biometric error 	Per enrolment/update	Rs 25 per enrolment/update
3.	Gross/serious error in Demographic/Biometric capture during enrolment/update <ul style="list-style-type: none"> • Full fingerprints or full Iris incorrectly recorded as missing • Photo of photo within a biometric exception • Exception photo of different person • Exception photo of an object • Photo of photo (when photo is of other photograph or non-human) • Unparliamentarily/abusive language in resident demographic • Any other serious error in enrolment/update 	Per enrolment/update	Rs 10,000 per enrolment/update

- The maximum penalty under SLA for operations at Aadhaar Seva Kendra and quality of enrolment/update will be capped at 10% of total monthly payment to Service Provider by UIDAI of that corresponding month.
- There will be no carry forward of the penalty over to the next month.

3. SLA related to AMS

S.No.	Description	Parameter	Penalty
1.	Design, development, testing and deployment (Go Live) of AMS system	4 Months of signing contract.	Rs. 16,000 per day

- The maximum penalty under SLA related to AMS will be capped at Rs 20 Lakhs.

Form 1: Prequalification bid format- General information about the bidder

I. General Information				
S. No.	Particulars	Details to be Furnished		
I	Details of the Bidder (Company)			
	Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	
	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	

II Information about the Company										
S. No.	Name of Bidder	Status of the company (Public Ltd./Pvt. Ltd.)	Details of Incorporation of Company			Details of Commencement of Business				
			Date	ROC Ref. #		Date	ROC Ref. #			
III Financial Details as per Audited Balance										
S. No.	Name of Bidder	Turnover of the Company from the BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery				Net Worth of Company as on 31 st March, 2018	Profitability (Profit before Tax) for the financial year 2017-18			
		FY 2015-16	FY 2016-17	FY 2017-18	Average of last three FYs			FY 2015-16	FY 2016-17	FY 2017-18
IV	Geographical Presence									
	Name of States/UTs in which company owns exclusive Public Service Setup/Registered/Branch Offices are present									

Signature of Company Secretary

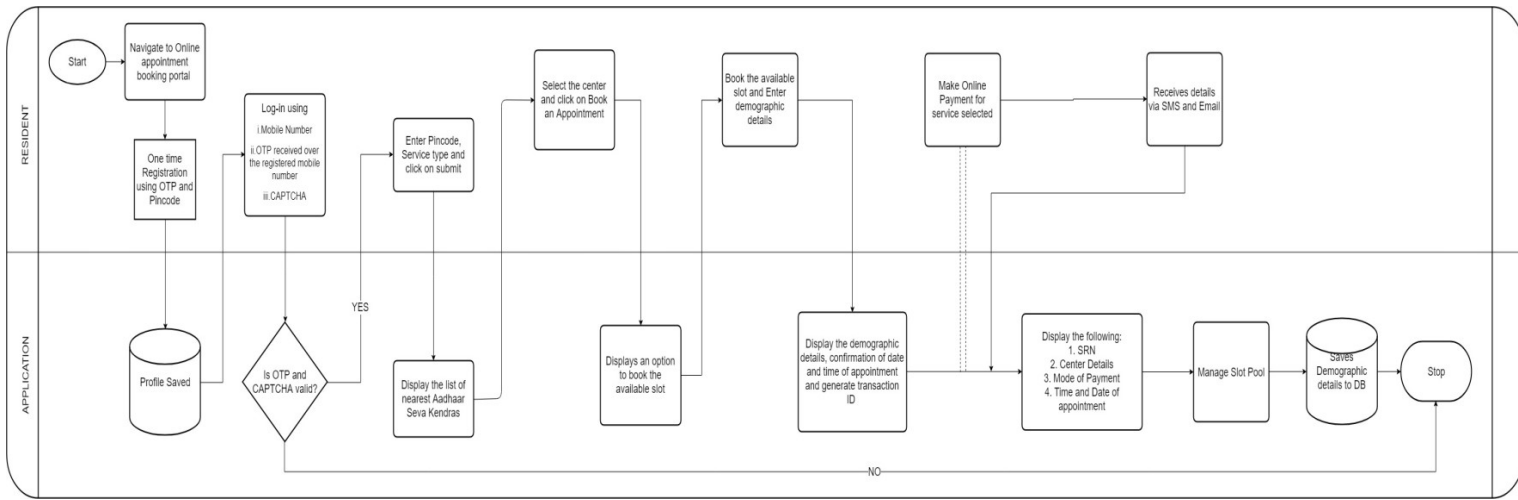
Form 2 - Bidder's Capability and Developmental Approach

S. No	Item	Details
General Information		
	Customer Name	
	Name of the Contact Person and Contact details for the project	
Project Details		
	Name of the project	
	Start Date/End Date	
	Current Status (work in progress, completed ¹)	
	Contract Tenure	
	No. of locations	
	Man-month effort involved	
Brief description of scope of project: Please provide the breakup of the schedule of activities and Service levels /efficiency achieved between various stages, if available		
Size of the project		
	Order Value of the project (in Rs. lakhs)	
	Details of locations of operation (States/UTs wise)	
	No. of Online Payment transactions/Citizen Centric Transactions handled under a single project annually	

- For each project separate Form 2 to be provided.

Signature of Company Secretary

Annexure VIII – Process flow diagram



Annexure – Aadhaar Enrolment Kit

Aadhaar enrolment kit consists of a set of hardware devices required to carry out successful Aadhaar enrolment& update. This set of devices comprises of following devices.

- I. Laptop/desktop
- II. Monitor
- III. Multifunction printer/scanner
- IV. White screen
- V. Focus Light
- VI. Surge Protector spike
- VII. Iris Scanner
- VIII. Camera
- IX. Slap scanner
- X. GPS Device

1. All these devices shall be as per UIDAI's specifications as given below. However, the bidder may arrange desktop/laptop and other accessories of higher specifications as per their own decision.
2. Biometric devices (Slap/Iris Scanner) shall be STQC certified.
3. Aadhaar Enrolment Kit comprising of specific make/model of device shall be UIDAI certified for its working with latest UIDAI's enrolment client (ECMP)

Minimum Indicative Specifications of Aadhaar Enrolment Equipment

Item S.1.1. – Laptop/Desktop

Specification	Details
Machine Form Factor	Laptop/Desktop
Model	From Top 5 vendors as per latest IDC report
CPU	2.8-GHz Quad Core
Display	Minimum 14" HD Anti-Glare (16:9)
Connectivity	Should have built-in support for Bluetooth 4.0, Wi-Fi (IEEE 802.11b/g/n) and Ethernet (10/1000 Base-T), bluetooth not required incase of laptop
MEMORY	8-GB DDR3 or higher, SDRAM @1066MHZ expandable up to 16-GB with 1DIMM SLOT FREE
Webcam	Built-in webcam with minimum High Definition 720p, not required in case of laptop
HDD	Minimum 500GB (or Higher) Hard Disk
Input / Output Ports	One HDMI

	One VGA, 2 incase of laptop
	Dedicated Minimum 5 USB 2.0 port*
	One Ethernet (RJ-45)
Battery Backup	4 CELL or 6 CELL LITHIUM/0.5KVA UPS with 30 min backup time
Chipset	Integrated with CPU or equivalent
Graphics	Integrated Graphics

Specification	Details
Keyboard	Full Sized (Minimum 84 Keys) Windows compatible Spill-resistant keyboard
Touchpad	Wide Touchpad below keyboard, Mouse in case of laptop
Preloaded OS	Windows 10 professional
Microphones	At least one built in Mic, not required in case of laptop
ACCESSORIES	Laptop carrying case/not incase of desktop
WARRANTY	3years comprehensive onsite-warranty. BATTERY AND POWER ADAPTER WOULD HAVE ONE YEAR WARRANTY
ANTI-VIRUS	For End Point Security

**In case the laptop has less than 5 USB 2.0 ports, then a USB Hub with multiple USBconnections (enabling 5 devices plug-in through USB port) should be provided at no extra cost*

Item S.1.2. – Monitor

Specification	Details
OEM	Among the "Leaders" Quadrant in the India region in any of the previous two Quarters as published in IDC / Gartner / Frost and Sullivan report for the PC / Laptop / Monitors.
Size	15-16 inch or higher
Type	LCD
Resolution	1024 x 768 or above

Item S.1.3. - Multi Functional Device (MFD)

Specification	Details
FUNCTION	PRINT COPY SCAN
DUTY CYCLE IN PAGES	8000 PAGES
PPM – BLACK (A4)	18 PPM
Model	From Top 5 vendors as per latest IDC report
RESOLUTION	600X600 DPI
MEDIA USED	Ink tank for low cost running

Specification	Details
CUSTOM MEDIA SIZE	UPTO LEGAL
STANDARD OPERATING SYSTEM SUPPORTED	Compatible with Windows 8, Windows 10 and earlier versions of Windows (XP, Vista) and Linux

SCAN RESOLUTION	600X600 DPI OPTICAL
BIT/COLOR DEPTH	24 BITS
COPY SPEED BLACK	18 CPM
COPY RESOLUTION	600 X 600 DPI

Item S.1.4. – White Screen

Specification	Details
Size	4 X 5 ft stand mountable / wall mountable
Accessories	Stand
Non-Reflecting	Yes
Opaque	Yes

Item S.1.5 – Focus Light

Specification	Details
Capacity	60W
Accessories	Stand, 2Mrts Wire and on/off Switch near the operator

Item S.1.6. – Surge Protector Spike

Specification	Details
General	6 nos. of 5A sockets (4 Indian style + 2 International Style), Fuse, on/off Switch and ISO mark

Item S.2.1. – Iris Device Specification

http://www.stqc.gov.in/sites/upload_files/stqc/files/BDCS-03-08.pdf

Specification	Stationary (mounted: wall, tripod or stand) ¹	Hand-held ²	Hand-held with alignment aid ³
Iris Diameter (In pixel)	> 210		
SpatialResolution Pixel Resolution	> 60% @ 4.0 Lp/mm > 16 Pixels/mm		
# of simultaneous captured	2		

¹Stationary: Any capture process where the device is stationary and the subject is required to position and rest himself/herself

² Hand-held: Operator operates and holds the camera and the subject is stationary. ³Alignment aid: Camera has mechanical fixture for alignment. Optical viewfinder is not considered alignment aid.

Specification	Stationary (mounted: tripod or stand) ¹	wa ll,	Hand-held ²	Hand-held alignment aid ³	wit h
eyes ⁴					
Viewfinder	External		Internal	External Internal	or
Capture distance	> 750 mm		> 50 mm	> 20 mm	
Capture volume (width/height/depth)	> 250x500x500mm		> 20x15x12mm	> 20x15x12mm	
Exposure time	< 15ms		< 33 ms	< 33 ms	
Imaging wavelength	700-900 nm				
Spectral Spread	Power in any 100nm band > 35% of total power				
Scan type	Progressive				

Image margins	Left & right: 0.50x iris diameter, Top & bottom: 0.25x iris diameter		
Pixel depth	> 8 bits/pixel		
Image evaluation frame rate	> 5 frames/sec, continuous image capture		
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)		
Sensor signal to noise ratio	> 36 DB		
Connectivity ⁵	USB 2, USB-IF certified Or Networked (TCP/IP)	USB 2, USB-IF certified	
Power	USB or independent PS		
Weight	NA	< 1 kg	< 1 kg
Dimension	<300 x 100 x 300 mm	< 220 x 200 x 100 mm	< 220 x 200 x 100 mm
Operating temperature	0-49C		
Humidity	10 – 90% non-condensing		
Durability/Shock	IP54		
Safety Standard	Exempt Group per IEC 62471:2006-07		
Standards	FCC Class A, RoHS		

⁴Considered simultaneous if second eye is captured within 2 seconds of first eye done without moving the device.

⁵ Total of only 1 USB port will be available for connectivity and power

Specification	Stationary	Hand-held ²	Hand-held with
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	(mounted: tripod or stand) ¹	wall,			alignment aid ³
Software AP	Compliant with latest UIDAI Device Capture API Specifications. Linux/Windows 64 bit VDM ready certified by UIDAI				

Item S.2.2 –Camera (http://www.stgc.gov.in/sites/upload_files/stgc/files/BDCS-03-08.pdf)

Specification	Details
Capture Mode	Plain live capture
Image Quality	Full Frontal (0x01) as per ISO/IEC 19794-5
Minimum Resolution	800 x 600
Capture Mode	Manual Capture with Auto Focus and Auto Lighting Adjustment
Sensor	>2 Mega Pixel Native
Connectivity ⁶	High Speed USB 2.0, USB-IF certified
Lens	Fixed, SLR
Power	Through USB/Independent PS/Lithium Ion preferred to AA/AAA batteries
Mount	Tripod
Operating Temperature	0 to 50 degree Celsius
Humidity	10 – 90%
Safety Standard	UL
Software API	Compliant with latest UIDAI Device Capture API Specifications

Durability / Shock	IP 54
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Note: Total of only 1 USB port shall be available for connectivity and power

Item S.2.3. – Finger Print Device Specification (http://www.stqc.gov.in/sites/upload_files/stqc/files/BDCS-03-08.pdf)

Specification	Details
Capture mode	Plain live scan capture
Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Standards for UID Applications V1.0)
Image evaluation frame rate	> 3 frames/sec, continuous image capture
Capture mode	Auto capture with built-in quality check (incorporates NIST

⁶ Total of only 1 USB port will be available for connectivity and power

Specification	Details
	quality considerations)
Capture area	> 76mm x 80mm
Connectivity ⁷	USB 2, USB-IF certified
Power	Through USB
Dimension (W X H X D)	< 160mm x 160mm x 160mm
Weight	Maximum 2.5 Kg.
Operating temperature	0 – 50 C
Humidity	10 – 90% non-condensing
Durability / Shock	IP 54

Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification requirements (IAFIS Appendix F certified).
Software API	Compliant with latest UIDAI Device Capture API Specifications Linux/Windows 64 bit VDM ready certified by UIDAI

Note: Total of only 1 USB port shall be available for connectivity and power

Item S.2.4. – GPS Device

Specification	Details
General	The GPS device should be certified by UIDAI as per GPS related OM 4(4)/57/122/2016/E&U-Pt Note: List of approved GPS vendors are available in the UIDAI website, www.uidai.gov.in
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop
Warranty	3 years Comprehensive on-site Warranty

⁷ Total of only 1 USB port will be available for connectivity and power

Critical Date Sheet:

Milestone	Dates
Bid Submission Start Date	29 OCT 2018 (3.00PM)
Bid Submission End Date	26 NOV 2018 (4.00PM)
Bid Opening Date	28 NOV 2018 (2.30PM)