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Unique Identification Authority of India
Govt. of India
9th Floor, Tower I, Jeevan Bharti Building,
Connaught Circus, New Delhi – 110001

AADHAAR

सत्यमेव जयते

No.: T-11014/02/2017-Tech

June, 2016

CORRIGENDUM

Reference is made to Tender notice no: T-11014/02/2017-Tech published on 16 May 2017 for "**Empanelment of agencies for conducting Information Security Assessment of AUA/KUA & ASA**" by Unique Identification Authority of India. The revisions/clarifications in respect of the ibid RFP are attached as **Annexure**.

-Sd-
Assistant Director General
(Information Security)

ANNEXURE

Empanelment of agencies for conducting Information Security Assessment of AUA/KUA & ASA

Sl. No.	RFP Clause No.	Description in RFP	Clarification Required	Revised Clause
1	No Clause	No Clause in the RFP	The limitation of liability upon bidder has not been documented. Under our standard policy which is consistent with industry practice, we would offer a liability limit up to The fees paid to us without any exclusions and exceptions. Further, bidder as professional advisor should not be liable for any indirect/consequential damages. we would need this to be clarified in The Contract.	Addendeum to the RFP: Liability limit of the bidder shall be up to the total cost/fees paid to the respective bidder.
2	No Clause in the RFP	No Clause in the RFP	We would need the Contract to specify that our deliverables are meant for Client's sole use and benefit; and that there would be no third party beneficiaries. Our deliverables should not be shared with third parties without our consent. Also, consistent with industry practice, we would look to the Client to keep us protected/reimbursed from third party claims arising out of the services, say claims which arise on us due to you sharing or deliverables with third parties. This is standard consulting/ Big 4 practice.	Addendeum to the RFP: Bidder's deliverables shall be meant for Client's sole use and benefit and that there would be no third party beneficiaries(other than UIDAI). Bidder's deliverables shall not be shared with third parties (other than UIDAI) without consent of the bidder.

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3	Clause No 5.2 (5.)	The empaneled firm/company shall indemnify the UIDAI of any infringement of third party rights be they under the Patents Act or the Intellectual Property Rights.	-bidder to indemnify the client against any claims arising due to infringement of 3rd party IPR. Basis our standard policies, this indemnity should be subject to final judicial determination - we shall indemnify Client from any losses, liabilities or damages owing to demands, suits, causes of action, costs or expenses paid by Client under a final judgement to the extent the same is determined to have resulted from any unaffiliated third party claim that the services provided by us infringe or misappropriate a copyright, patent, trademark, trade secret, or any other intellectual property or proprietary right of such third party. Also, this indemnity should be contingent upon bidder being allowed to control the defense and settlement of such claim. Moreover, this indemnity should not apply to infringements caused by modifications to the work performed by bidder that are not made by bidder or that result from the client provided designs, specifications or other information or from combination of such work with products or services not provided by bidder.	Any indemnity amounts will be subject to final determination by a competent court/arbitrator.
4	NO Clause in the RFP	No Clause in the RFP	A structured acceptance process should be incorporated in the Contract such that our draft deliverables are evaluated in A timely manner by Client. There is A need to expressly document that the number of rounds for the procedure for attaining acceptance and iterations thereof for bidders deliverables shall be limited to two rounds (the concept of deemed acceptance should also be built in) Thereafter, if the matter still remains unresolved, it shall be escalated to an empowered Steering Committee comprising of senior representatives from both sides.	No Change in the clause. The selected bidder may include this clause in their contract with AUAs.

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5	Clause 5.2 (2)	The empaneled firm/company shall not be entitled to make any claim, whatsoever, against the UIDAI under or by virtue of or arising out of the empanelment nor will the UIDAI entertain or consider any such claim for the jobs accepted post empanelment.	-The client seeks to disclaim all its liabilities under the contract. Client to please note that Section 73 of the Indian Contract Act provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach. Additionally, further, our position on this point reflects the risk/reward balance which is no different from the local industry practice being followed today by other advisors operating in similar space. Hence, given that this clause of the RFP is contrary to applicable law, we suggest that this clause in the RFP be omitted.	No Change in the clause. The selected bidder may include this clause in their contract with AUAs.
6	Clause No 3.6 (Point No VI), Annexure 6.6	As per Section III, Clause No 3.6, point no VI, it states that the technical bid should comprise of the signed and scanned copy of Qualification and Competence of Professional Staff (Annex 6.8).The annexure 6.8 on page no 43 specifies Qualification and Competence of Professional Staff (It says Principal Consultant, Senior Consultant, Consultant and Analyst).	What is the team size What would be the composition of the team?	Refer Section 4.7 of RFP
7	Clause No 3.24(1)	As per Section III, Clause No 3.24, point no 1(XII, XIII and XIV), The Bidder should have at least 100 full time Technically Qualified personnel on its rolls in the area of Information Technology on its payroll for the past three years. Signed and scanned copy of the certificate from the current statutory auditors of the bidder to be submitted	- The certificate certifying the full time Technically qualified consultants would be provided by Human Resources Team and not by the Statutory Auditors.	Clause No 3.24, point no 1(XII, XIII and XIV), The Bidder should have at least 100 full time Technically Qualified personnel on its rolls in the area of Information Technology on its payroll for the past three years. Signed and scanned copy of the certificate from the from the HR division of the bidder to be submitted
8	Clause 1.2.1	Important Dates	From the date of the release of the corrigendum, at least 3 weeks time would be required for submission of the bids	Last date and time for submission of bids : 11 July 2017 at 1500 Hrs • Opening of Technical Bids : 12 July at 1600 Hrs

9	1.3.1 Eligibility Criteria (vi)	Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification.	Request to add ISO Certificate 9001 or ISO 27001 or any other equivalent certfication.	Bidder should have ISO Certificate 9001 or IS 27001:2013 or any other equivalent or better quality certification.
10	1.3.1 Eligibility Criteria (xii)	The bidder should have at least 50 full time Technically Qualified Personnel on its rolls in the area of IT audits on its payroll for the past three years. Signed and Scanned Copy of Certificate from the current Statutory Auditors of the bidder to be submitted.	Please confirm if a self attested declaration on the Company letterhead by the authorised signatory can be provided for the same.	The bidder should have at least 50 full time Technically Qualified Personnel on its rolls in the area of IT audits on its payroll for the past three years. Signed and Scanned Copy of Certificate from the HR division on the Company letterhead of the bidder to be submitted.
11	1.3.1 Eligibility Criteria (xiii)	The bidder should have at least 50 full time Technically Qualified Personnel on its rolls in the area of IT audits on its payroll for the past three years. Signed and Scanned Copy of Certificate from the current Statutory Auditors of the bidder to be submitted.	Please confirm if a self attested declaration on the Company letterhead by the authorised signatory can be provided for the same.	The bidder should have at least 50 full time Technically Qualified Personnel on its rolls in the area of IT audits on its payroll for the past three years. Signed and Scanned Copy of Certificate from the HR division on the Company letterhead of the bidder to be submitted.
12	1.3.1 Eligibility Criteria (xiv)	The bidder must have a team of at least 25 professionals having valid professional certifications (CISA/CISSP/ISO27001/ITIL/ISO 20000). Signed and Scanned Copy of Certificate from the current Statutory Auditors of the bidder to be submitted.	Please confirm if a self attested declaration on the Company letterhead by the authorised signatory can be provided for the same.	The bidder must have a team of at least 25 professionals having valid professional certifications (CISA/CISSP/ISO27001/ITIL/ISO 20000). Signed and Scanned Copy of Certificate from the HR division on the Company letterhead of the bidder to be submitted.

13	Technical Evaluation (A2)	Previous experience from Audit for IT projects Bidder should demonstrate experience in Auditing for IT projects and provide three citations done during the last three years for the State/ Centre Government, PSUs and other Government Bodies in India. Proof of successful completion of engagements and remuneration pertaining to the Audit Services provided (Work Order/CompletionCertificate/ Client Certificate and citations) should be furnished. Remuneration in Rs Score 7 projects of INR 50 Lacs Or 9 projects of INR 35 lacs Or 14 projects of INR 25 Lacs = 10 5 projects of INR 50 Lacs Or 7 projects of INR 35 Lacs Or 12 projects of INR 25 Lacs = 6 3 project of INR 50 Lacs Or 5 projects of INR 35 Lacs Or 10 projects of INR 25 Lacs =2	Remuneration in Rs Score should be align as others 7 projects of INR 50 Lacs Or 9 projects of INR 35 lacs Or 14 projects of INR 25 Lacs = 10 5 projects of INR 50 Lacs Or 7 projects of INR 35 Lacs Or 12 projects of INR 25 Lacs = 8 3 project of INR 50 Lacs Or 5 projects of INR 35 Lacs Or 10 projects of INR 25 Lacs = 6	Revised Clause: Remuneration in Rs Score should be align as others 7 projects of INR 50 Lacs Or 9 projects of INR 35 lacs Or 14 projects of INR 25 Lacs = 10 5 projects of INR 50 Lacs Or 7 projects of INR 35 Lacs Or 12 projects of INR 25 Lacs = 7 3 project of INR 50 Lacs Or 5 projects of INR 35 Lacs Or 10 projects of INR 25 Lacs = 5
14	2 Technical Evaluation (A2)	Previous experience from Audit for IT projects Bidder should demonstrate experience in Auditing for IT projects and provide three citations done during the last three years for the State/ Centre Government, PSUs and other Government Bodies in India. Proof of successful completion of engagements and remuneration pertaining to the Audit Services provided (Work Order/Completion Certificate/ Client Certificate and citations) should befurnished.	Please confirm if a self attested declaration on the Company letterhead by the authorised signatory can be provided for the same	Previous experience from Audit for IT projects Bidder should demonstrate experience in Auditing for IT projects and provide three citations done during the last three years for the State/ Centre Government, PSUs and other Government Bodies in India. Proof of successful completion of engagements and remuneration pertaining to the Audit Services provided (Work Order/Completion Certificate/ Client Certificate and citations) on the Company letterhead by the authorised signatory should be furnished.

15	Section 1.3.1:	(vii) The bidder should have an annual average turnover of at least Rs.300 crore (Rupees Three hundred crores) in the previous three financial years (2013-14, 2014-15 and 2015-16)	Bidder is an SME in its 10th year of operations with an annual turnover in the range of INR 80-100 Cr the last three years	(vii) The bidder should have an annual average turnover of at least Rs.80 crore (Rupees Eighty crores) in the previous three financial years (2013-14, 2014-15 and 2015-16)
16	Section 1.3.1:	(viii) The bidder should have an annual turnover of at least Rs.100 crore (Rupees One Hundred crores) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT& Audit Services	Bidder is a pure play services company focusing towards IT Risk and Security but has an annual turnover of less than INR 100 Cr from IT & Audit Services	(viii) The bidder should have an annual turnover of at least Rs.50 crore (Rupees fifty crores) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT& Audit Services
17	Section 1.3.1:	(ix) The bidder should have an annual turnover of at least Rs. 50 crore (Rupees One Hundred crore) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT &Audit Services from State/ Centre Government, PSUs and other Government Bodies in India	Bidder has already worked with prestigious government organizations like Aadhar, UNDP and WIPO(US) but the annual turnover from government projects has been less than INR 50 Cr	(ix) The bidder should have an annual turnover of at least Rs. 30 crore (Rupees Thirty crore) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT &Audit Services from State/ Centre Government, PSUs and other Government Bodies in India
18	6	Per audit cost for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs	We understand that technology infrastructure for each AUA/KUA, ASA and Sub-AUA will not be similar therefore the effort required for each type of audit will be different. How can we arrive at a unit cost of AUA/KUA/ASA audit?	No Change in the clause. The bidder may visit any AUA to determine the quantum of work as every AUA has to fulfil minimum criteria to get empanelled with UIDAI. This may help the bidder to determine the cost involved.
19	6	Per audit cost for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs	Do we have to provide three quotes for AUA/KUA, ASA and Sub-AUA audits separately? We understand that not all organization will have all three types of service offerings and therefore quote would vary.	No Change in the clause. The bidder may visit any AUA to determine the quantum of work as every AUA/ASA/KUA has to fulfil minimum criteria to get empanelled with UIDAI. This may help the bidder to determine the cost involved. The bidder may provide the best possible prices.

20	5	AUA/ASA/Sub AUAs may then engage the empanelled firms for providing Audit Services in Information Security. It is expected that: I. AUA/ASA/Sub AUAs would specifically define the scope of engagement, which may include components beyond the defined scope in this RFE and call for a limited 'Request for Quotation' from amongst the empanelled firms/Companies.	Is it mandatory for AUA/KUA, ASA and Sub-AUA for a yearly security audit as per UIDAI requirement?	No Change in the clause. Yes, it is mandatory for AUA/KUA, ASA for a yearly security audit as per UIDAI requirement
21	4	Vulnerability assessment of the AUA/KUA/Sub-AUA/ASA infrastructure	Can we get more details of infrastructure in scope(e.g. number and type of databases/ operating system/ application) for a sample AUA/KUA, ASA and Sub-AUA. Further would be required to share separate quotes for each of type of organization?	No Change in the clause. The bidder may visit any AUA to determine the quantum of work as every AUA has to fulfil minimum criteria to get empanelled with UIDAI. This may help the bidder to determine the cost involved.
22	4	Configuration assessment of the AUA/KUA/Sub-AUA/ASA infrastructure	Can we get more details of infrastructure in scope(e.g. number and type of databases/ operating system/ application) for a sample AUA/KUA, ASA and Sub-AUA. Further would be required to share separate quotes for each of type of organization?	No Change in the clause. The bidder may visit any AUA to determine the quantum of work as every AUA has to fulfil minimum criteria to get empanelled with UIDAI. This may help the bidder to determine the cost involved.
23	4	Other security guidelines, notifications and requirements as prescribed by UIDAI from time to time	Are these guidelines, notifications and requirements available online for review? If so, please share the link (URL) where we can obtain the same.	Requisite information is available on UIDAI website.
24	4	UIDAI Information Security Policy for the AUA/KUA and ASA	Can we obtain/view the policy to have clarity on the scope of the review? If so, please share the link (URL) where we can obtain the same.	No Change in the clause. For scope purpose ISO 27001:2013 document may be referred. All policies are aligned to these standards.
25	4	Source code review of modules and application used for authentication and eKYC	Do we have a standard application for AUA/KUA, ASA and Sub-AUA or are different applications are in use by each AUA/KUA, ASA and Sub-AUA? If so, are they standard applications or in-house developed/ home grown applications?	No Change in the clause. All applications of specific AUAs/ASAs use standard API provided by UIDAI.

26	4	Audit Report should cover all the areas separately as mentioned in the scope along with checklist and should be submitted to assessee within a stipulated period (15 days).	Basis the clause, we understand that the 15 days mentioned here would be from final observation/ issue/finding log discussion?	No Change in the clause. The stipulated time w[illegible] be as per the contract signed between the bidder and AUA/ASA.
27	4	Carry out Surveillance/Follow up audit, investigations if necessary (On Demand Services)	Is there a separate project for the follow-up audit? Would the cost of the follow-up audit be included in "Per audit cost for conducting Information Security assessment of UIDAI ecosystem partners" cost. If so, can any of the other empanelled vendor perform the follow-up audit or is it mandatory to be performed by the same empanelled vendor who performed the initial audit?	No Change in the clause. Follow up audit may be treated as separate audit.
28	4	4.6. Deliverables • Determining the detailed scope of work for audit of AUA, KUA, Sub AUA and ASAs and preparation of checklist (to be approved by UIDAI) • Audit report (Technical & Process) of all the areas covering the objective, scope, efficiency and effectiveness.	Do we have to submit these deliverables to engaging agencies or to the UIDAI? Also would we be provided with a standard template for the deliverables?	No Change in the clause. The deliverables is to be submitted to engaging agencies which UIDAI may refer if required directly from respective agencies. The selected bidder may suggest their own template which will be finalized with UIDAI after discussion.
29	3	The top 50 % of the best evaluated bids will be considered for empanelment. The lowest price quoted from amongst the top 50% of the bids evaluated on QCBS shall be accepted as the tender rate for providing Audit services. All the shortlisted bidders will have to match the lowest tender rate for Audit Services and shall be declared as qualified for empanelment for carrying out periodic assessments of AUAs/ASAs of UIDAI. The TEC shall correct any computational errors in the Commercial bid and in case of dispute between the amounts expressed in words and figures, the former shall prevail.	Please share more clarity on the process. What are the tentative number of empanelment firms envisaged by UIDAI. We propose that all the technical qualified bidder should be empanelled .	No Change in the clause. The number of empanelment firms may be as many as possible.

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30	Clause 3.24, 1 (vi)	The bidder should have an annual average turnover of at least Rs.300 crore (Rupees Three hundred crores) in the previous three financial years (2013-14, 2014-15 and 2015-16). The bidder must submit copies of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder"s Company certifying the turnover of the Bidder in the last three financial years would be acceptable.		The bidder should have an annual average turnover of at least Rs.80 crore (Rupees Eighty crores) in the previous three financial years (2013-14, 2014-15 and 2015-16). The bidder must submit copies of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder"s Company certifying the turnover of the Bidder in the last three financial years would be acceptable.
31	Clause 3.24, 1 (vii)	The bidder should have an annual turnover of at least Rs.100 crore (Rupees One Hundred crores) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT &Audit Services. Certified statement from the current Statutory Auditors of the bidder to be submitted.		The bidder should have an annual turnover of at least Rs.50 crore (Rupees Fifty crores) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT &Audit Services. Certified statement from the current Statutory Auditors of the bidder to be submitted.
32	Clause 3.24, 1 (viii)	The bidder should have an annual turnover of at least Rs.50 crore (Rupees fifty crore) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT &Audit Services from State/ Centre Government, PSUs and other Government Bodies in India. Certified statement from the current Statutory Auditors of the bidder to be submitted.		The bidder should have an annual turnover of at least Rs.30 crore (Rupees thirty crore) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT & Audit Services from State/ Centre Government, PSUs and other Government Bodies in India. Certified statement from the current Statutory Auditors of the bidder to be submitted.

26	4	Audit Report should cover all the areas separately as mentioned in the scope along with checklist and should be submitted to assessee within a stipulated period (15 days).	Basis the clause, we understand that the 15 days mentioned here would be from final observation/ issue/finding log discussion?	No Change in the clause. The stipulated time w[illegible] be as per the contract signed between the bidder and AUA/ASA.
27	4	Carry out Surveillance/Follow up audit, investigations if necessary (On Demand Services)	Is there a separate project for the follow-up audit? Would the cost of the follow-up audit be included in "Per audit cost for conducting Information Security assessment of UIDAI ecosystem partners" cost. If so, can any of the other empanelled vendor perform the follow-up audit or is it mandatory to be performed by the same empanelled vendor who performed the initial audit?	No Change in the clause. Follow up audit may be treated as separate audit.
28	4	4.6. Deliverables • Determining the detailed scope of work for audit of AUA, KUA, Sub AUA and ASAs and preparation of checklist (to be approved by UIDAI) • Audit report (Technical & Process) of all the areas covering the objective, scope, efficiency and effectiveness.	Do we have to submit these deliverables to engaging agencies or to the UIDAI? Also would we be provided with a standard template for the deliverables?	No Change in the clause. The deliverables is to be submitted to engaging agencies which UIDAI may refer if required directly from respective agencies. The selected bidder may suggest their own template which will be finalized with UIDAI after discussion.
29	3	The top 50 % of the best evaluated bids will be considered for empanelment. The lowest price quoted from amongst the top 50% of the bids evaluated on QCBS shall be accepted as the tender rate for providing Audit services. All the shortlisted bidders will have to match the lowest tender rate for Audit Services and shall be declared as qualified for empanelment for carrying out periodic assessments of AUAs/ASAs of UIDAI. The TEC shall correct any computational errors in the Commercial bid and in case of dispute between the amounts expressed in words and figures, the former shall prevail.	Please share more clarity on the process. What are the tentative number of empanelment firms envisaged by UIDAI. We propose that all the technical qualified bidder should be empanelled .	No Change in the clause. The number of empanelment firms may be as many as possible.

33	Clause 3.24, 2(A1)	Average annual in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16 : 300-500 Crores - 2 marks 501-700 Crores - 3 marks 701-1000 Crores - 4 marks 1000+ Crores - 5 marks Average turnover from IT and Audit Services in India in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16: 100 Crores - 4 marks 101-150 Crores - 6 marks 151-300 Crores - 8 marks 300+ Crores - 10 marks Average turnover from IT and Audit Services in State/Centre Government, PSUs and other Government Bodies in India in the last three Financial Years (FY) – 13-14, FY 14-15, FY 15-16: 50 Crores - 2 marks 51-100 Crores - 3 marks 101-250 Crores - 4 marks 250+ Crores - 5 marks		Average annual in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16 : 80-200 Crores - 2 marks 201-700 Crores - 3 marks 701-1000 Crores - 4 marks 1000+ Crores - 5 marks Average turnover from IT and Audit Services in India in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16: 50 -100 Crores - 4 marks 101-150 Crores - 6 marks 151-300 Crores - 8 marks 300+ Crores - 10 marks Average turnover from IT and Audit Services in State/Centre Government, PSUs and other Government Bodies in India in the last three Financial Years (FY) – 13-14, FY 14-15, FY 15-16: 30- 50 Crores - 2 marks 51-100 Crores - 3 marks 101-250 Crores - 4 marks 250+ Crores - 5 marks