**UIDAI- RFP FOR EMPANELMENT OF CONSULTANTS FOR STATE RESIDENT DATA HUB (SRDH)**

***Pre-bid Queries and Clarifications***

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| Sl. No. | **Volume** | **Section No.** | **Para No.** | **Page No.** | **Name of the Bidder** | **Statement of Clarifications/ Deviations** | **Remarks/Bidder Question** | **Clarification issued by UIDAI** |
| 1. | -- | General | General | -- | WIPRO |  | If UIDAI has already conducted any requirement gathering exercise and prepared any tentative list of FRS for SRDH framework | No, SSP is expected to do this. Consultant has to do review at all stages of Requirement gathering & FRS/SRS analysis and drive it to proper direction. |
| 2. | -- | General | General | -- | WIPRO |  | If the Scope of Work for the SSP has been identified. Will the SSP for SRDH be selected from the UIDAI empanelled SSPs. | Scope of work for SSP has been identified and is in form of different RFP. SSP will be selected from UIDAI’s empanelled SSP in tier I. |
| 3. | -- | General | General | -- | WIPRO | If bid preparation for SSP need to be done by the Consultants |  | Bid document for SSP is being prepared by UIDAI. |
| 4. | -- | General | General | -- | WIPRO | It is mentioned that requirement gathering and analysis is part of the scope of the consultants. But there is no mention of SRS development. However, draft FRS/SRS is mentioned as a milestone. | 1. Please clarify if initial requirement gathering is part of the scope of work for consultant.  2. Please clarify if SRS development is expected from the consultant.  3. At what stage of the SDLC (of the project) will SSP come on board i.e. at initiation, system concept development, planning, requirement analysis, design or beyond?  4. Has UIDAI decided on the project governance framework involving the consulting resources and the SSP?  5. Please elaborate on the deliverables of the SSP which needs to be reviewed by the Consultants. | 1 &2. No, It is under scope of SSP. Consultant has to do review at all stages of Requirement gathering & FRS/SRS analysis and drive it to proper direction.  3.SSP will come onboard from the beginning of SDLC.  4. Application team/PMU of UIDAI will coordinate and monitor the project implementation.  5. SSP’s deliverables will be typically all stages of SDLC. And these need to be reviewed by consultant. |
| 5. | -- | General | General | -- | WIPRO |  | 1.If the consultants are expected to do the requirement gathering, develop FRS/SRS and GUI design etc who will review these deliverables?  2. Please elaborate on the method to be followed by UIDAI for acceptance of the milestone deliverable/certifying the completion of the task for release of payment. | 1. SSP is expected to do requirement gathering. Consultant has to review at all stages of Requirement gathering & requirement analysis , GUI design review and drive it to proper direction.  2. UIDAI will do acceptance of milestone deliverables for release of payments. |
| 6. | -- | General | General | -- | WIPRO | The scope of work is multi-dimensional which requires expertise from different areas of IT. For quality work on the engagement, it is suggested that consultants specialized in a particular area is engaged appropriately. | Therefore it is suggested that following resources are also engaged by UIDAI: a. System Architect b. Database Design & Data Warehousing Expert c. Security Expert | a. b. & c. SSP is expected to deploy all necessary resources required for development of SRDH. Consultant is expected to review and provide feedback for improvement. |
| 7. | -- | General | General | -- | WIPRO | 1. Bid Management for SSP should be extended by 1 month as the process might involve responses for bidder queries, corrigendum, evaluation of proposals, negotiations and contract finalization with selected SSP.  2. 1 month extension is requested for requirement gathering, analysis and finalization of SRS and GUI design    3. Since PoC exercise and completion is dependent on the PoC Strategy and UAT acceptance, UAT and PoC timelines needs to be different.  4. T+6 may be a very short time for the development of SRDH framework which includes selection of SSP, application development and PoC. It is suggested that timelines are rationalized similarly. |  | 1. Such extension will be considered at the time of bid process. Additional time consumed in such matters will not amount to delay on Consultants part.  2. SSP is expected to do requirement gathering. Consultant has to do review at all stages of Requirement gathering & requirement analysis , GUI design review and drive it to proper direction.  3. Please refer corrigendum dated 19.8.2011  4. Selection process for SSP has already been started by UIDAI. Time lines are rational. UIDAI do not feel to extend them at this stage. |
| 8. | I | 2 | 2.1 | 5 | PWC | Kindly elaborate if SRDH at State level be a State subject while UIDAI will provide necessary guidance through development of common standards &rule**OR**will UIDAIdrive implementation of SRDH across all States/ UTs? |  | SRDH will be owned by States, UIDAI will only facilitate Pilot of SRDH in 3 States and implementation across all States will be by respective States/UTs. |
| 9. | I | 2 | 2.1 | 5 | E&Y | The RFP specifies employing two resources for the defined scope of work amounting to twelve man months (1 consultant and 1 principal consultant). Having gone through the scope and based on its experience, EY estimates that the project would require three consultants amounting to eighteen man months (2 consultants and1 Principal consultant) for the scope of work defined | Hence we would request changing the number of resources from 2 (1 consultant & 1 principal consultant) to 3 ( 2 consultants & 1 principal consultant) | It is felt that numbers of consulting resources for this project are adequate. However PMU/ Applications team will assist and supplement the requirement. |
| 10. | I | 2 | 2.1 | 6 | PWC | The Terms of Reference section asks for resource qualification to be “BachelorsDegree in Engineering from a premier institute or Master Degree in Management/Technology from a reputed institute” *while* Form Tech-3 asksfor Engineering Graduate/ Post Graduate+MBA. | It is requested that the educational qualifications for both resources be changed to (Engineering Graduate) or (Graduate+ MBA). | Not accepted. Qualifications of resources is as per RFE and their will not be dilution in it. Qualification is Engineering Graduate/Post Graduate + MBA |
| 11. | I | 2 | 2.1 | 6 | WIPRO | 1. Please elaborate on what type of support is expected. 2. How many states have been identified for the pilot? |  | 1. Refer para 2.1 of Vol-I, roles and responsibilities are quite elaborate.  2. Pilot will be in 3 states. |
| 12 | I | 2 | 2.1 | 6 | WIPRO | At least 2 years of IT experience, in a developer, project manager, architect or business analyst role.” | Please confirm. | Refer section 2.1, this is desirable not mandatory. |
| 13 | I | 3 | 1.5 | 10 | PWC | The pre-bid is on 4th August 2011 and final date for submission is 8th August 2011 which gives bidders limited time to respond post issue of corrigendum by UIDAI. | Thus, it is requested to extend the last date of submission to 12th August 2011. | Refer corrigendum dated 19.8.2011. |
| 14 | I | 3 | 1.5 | 10 | WIPRO | Date of Submission: 8th Aug 2011 | Kindly extend deadline for submission by 2 weeks from date of issuance of pre bid query. | Refer corrigendum dated 19.8.2011. |
| 15 | I | 3 | 3.4 | 13-14 | PWC | The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 4).  The following section only has three points (a) – (c) and not(a) – (d). | Kindly confirm | May be read as (a) – (c) in place of (a) – (d). Refer corrigendum dated 19.8.2011. |
| 16 | I | 3 | 3.4 | 14 | PWC | Point (c) states that CVs of the **Professional staff** signed by the respective professional staff and by the authorized representative of the Professional Staff (Form TECH-4 Sec 4) | if signatures of only the Authorized representative will be acceptable or will scanned signatures of professional staff be acceptable. | Accepted. Signature of Authorized representative and/ or professional staff will be required. Refer corrigendum dated 19.8.2011. |
| 17 | I | 3 | 3.6 | 21 | E&Y | Further, the payment of the resources is **linked to third party performance** since the payments to the consultants are against the consultants’ deliverables that are in turn dependent on the software vendor’s deliverables. For example, deliverables like ‘Review design and final DDS submission’ and ‘Review of Software Framework’ are dependent on the software solution provider’s delivery. In other words, there is **dependency of the consultant on the delivery of software vendor.** | **We request that a system for periodic payment of once every two months be introduced such that it is independent of the third party performance.** | Consultant cannot dissociate themselves from Software Development. It is expected from them to drive, review and monitor entire SDLC process and hence the payments are linked to deliverables of the project. |
| 18 | I |  | 3.6 DATA SHEET | 21 | WIPRO | TOR nowhere mentions Bid Management of SSP in Scope. Kindly elaborate if the bid management if part of scope includes RFP development, SSP proposal evaluation and recommendation on selection of SSP to UIDAI. |  | Though the bid process of SSP is under progress, Selected Consultant is expected to assist the UIDAI in bid management as soon as they are onboard. SSP proposal evaluation and recommendation is a part of scope of work. |
| 19 | I | 3 | 3.6 | 21 | ACCENTURE | The effort required (number of personnel, roles and tenure) has been determined within the RFP. Meeting schedules Deliverables/ milestones by the team would require appropriate and adequate support from UIDAI. In that context, a clause indicating that “the pre-fixed person month rates would be paid when delays have been pre-identified and agreed upon as not due to any fault or lack of effort of the bidder team” needs to be added to the contract. |  | Consultant is expected to drive entire process of SDLC. Consultant will not work in isolation and cannot dissociate itself from the progress and time lines of project. |
| 20 | I | TECH 7 FORM | 11 | 33 | WIPRO | In case we are engaged by the UIDAI as Consultant Agency, we shall provide any assistance/cooperation required by UIDAI, UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service. | Please elaborate what kind of assistance being envisaged. | Refer Section 2 Para 2.1 of Vol-I. Assistance in respect of Roles and Responsibilities has been defined in this section. |
| 21 | II | 1 | 1.6 | 5 | ACCENTURE | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as mutually agreed between the Parties. | The Bidder seeks to propose that any such decision should be taken jointly after consultation. | Refer para2.1 of section 2 of Vol-I |
| 22 | I | **Form Tech 7** | Para 2 | 32 | E&Y | We request that out of pocket expenses to be paid for at 15% of the fee of the resource, without additional clauses, as per the empanelment request and the pre-bid clarification. |  | The Clause remains unchanged. |
| 23 | 1 | 3 | 5.1 | 22 | PWC | For sub-criteria for CV evaluation, it is suggested that the criteria for scoring be shared to enable consultants to propose best resources e.g. No. of years of consulting exp; 1-3 yrs: 5 marks, 3-6yrs: 8 marks etc. |  | The sub criteria will be decided by CEC. |
| 24 | I | PART II Data Sheet | 5.1 | 22 | PWC | **As part of Criteria of Evaluation Sl. No.3 it is mentioned:**  Understanding of Scope of work, Approach and Methodology to be demonstrated by team of Principal Consultant and Consultant  However the same is not mentioned as part of Technical Proposal forms as per Section 4. Technical Proposal - Standard Forms page 24 | Kindly confirm if Approach and Methodology are to be included as a separate Tech Form | Approach and Methodology are not to be included as separate Tech Form. Demonstration by team of Principal Consultant and Consultant on understanding of Scope of work, Approach and Methodology is to be done in the form of Presentations/Interaction with the CEC, date and time for which will be intimated all bidders. |
| 25 | I | 4 | Tech – 6 | 31 | PWC | It is requested that, based on deliberations with our legal team, the clause may be modified as follows:  The bidding entity under this proposal is Price Waterhouse CoopersPrivate Ltd ("PwCPL" or "we"). I, XXXXX, Executive Directorof PwCPL hereby declare that after using commercially reasonable conflict checking procedures, nothing has come to ourattention which would cause us to reasonably believe there is an identifiable conflict of interest for PwCPL, in providing the services to the Unique Identification Authority of India in terms of para 1.13 of the section 3 of the tender dated [Insert date]. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected /terminated by the Purchaser which shall be binding on us. |  | The Clause remains unchanged. |
| 26 | I | 4 | Tech 7 | 31 | PWC | It is requested that para 4,5 and 6 of Form Tech 7 may be allowed to be modified as follows:  4. “The bidding entity for this proposal is PricewaterhouseCoopersPvt. Ltd. ("PwCPL" or "we"). I, XXXXX, Executive Director of PwCPL hereby declare that to the best of our knowledge and information available with us, we are not under any written declaration of  ineligibility for corrupt and fraudulent practices, as issued by the Tendering Authority, namely\_\_\_\_\_\_\_\_\_\_.  5. The bidding entity is PricewaterhouseCoopers Pvt. Ltd. (PwCPL).I, XX, Executive Director of PwCPL hereby declare that to the best of our knowledge and information available with us we have currently not been informed in writing by any Central/ State/ UT Government about any blacklisting and we continue to service governments and governmental agencies. "  6. The bidding entity is Pricewater houseCoopers Pvt. Ltd. (PwCPL).  I, XXXXX, Executive Director of PwCPL hereby declare that to the best of our knowledge and information available with us, we have currently not been informed in writing by any Central/ State/ UTGovernment about any fraudulent or corrupt activity and we continue to service governments and governmental agencies. |  | The Clause remains unchanged. |
| 27 | II | 2 | 2.9.1(G) (termination by the Purchaser) | 13 | ACCENTURE | If the Consultant fails to provide the quality services as per the agreed specifications envisaged under this Contract. The purchaser / UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The purchaser / UIDAI may decide to give one chance to the Consultant to improve the quality of the services | The Bidder seeks to propose that the quality of services should be benchmarked against the agreed specification | It is not possible to benchmark each and every parameter of quality of service. However a quality work is expected from Consultants. Inputs to be taken from Vendors on Quality related metrics. |
| 28 | II | 2 | Cl.2.9.1(m) (Termination by the Purchaser) | 13 | ACCENTURE | The Bidder seeks to propose that the liability of the Consultant should only arise after the loss or damages suffered by the Purchaser are proven to be caused by the breach of the Consultant. |  | The Clause remains unchanged. |
| 29 | II | 2 | Cl.2.9.5(a) (Payment upon termination) | 14-15 | ACCENTURE | a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i),,k and l or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination; The Consultant should also be entitled to receive termination charges, ramp down costs, demobilization charges and expenses incurredas result of termination | The Bidder seeks to be compensated for the expenditures incurred by the Consultant in the event the termination of the contract is not attributable to the Consultant. | The Clause remains unchanged. |
| 30 | II | 2 | Cl.2.9.5 (b) (Payment upon termination) | 15 | ACCENTURE | If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h) and (j). the Consultant shall entitled to receive any agreed payments upon termination of the contract for the Services rendered successfully upto the effective date of Termination.. Applicable under such circumstances, upon termination, the Purchaser may also impose damages as per the provisions of Clause GC 9 of this agreement. The Consultant will be required to pay any such proven damages to purchaser proven damages to Purchaser. | The Bidder agrees to be liable for any proven damages to the Purchaser. The Bidder further seeks receive payment for the services successfully rendered. | The Clause remains unchanged. |
| 31 | II | 3 | [Cl.3.9 (a) & (b)]  Rights of use | 18 | ACCENTURE | All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Consultant. The Consultant agrees to grant to the Purchaser a perpetual, nontransferable, non-exclusive, paid-up right and license to use, copy, modify and prepare derivative works of the deliverables, for purposes of Purchaser’s internal business only. **The Bidder further seeks deletion of Cl.3.9(b)** | The Bidder seeks to propose that the Consultant be allowed to retain ownership of all plans, drawing, designs or any other IPR in order to enable the Consultant to make future business use of the IPR. Any such use shall be subject to the confidentiality obligation undertaken by the Consultant. | Not Agreed. IPR will rest with UIDAI only. However consultant can request rights of use for other similar govt. Project after having written permission from UIDAI. |
| 32 | II | 9 | Liquidated Damages (Cl.9.1) | 24 | ACCENTURE |  | The Bidder seeks deletion of this clause as LDs should only apply for delay in rendering services of services which is directly attributable to the Consultant | The Clause remains unchanged. It is clarified that Consultant is expected to drive entire process of SDLC. Consultant will not work in isolation and can not dissociate itself from the progress and time lines of project. |
| 33 | II | 10 | Adherence to Safety Procedures, Rules, Regulations, &Restrictions (Cl 10.1) | 25 | ACCENTURE | The Consultant shall comply with the provisions of all laws including labour laws, rules, regulations and notifications which are applicable to the business of the Consultant issued there under from time to time. All safety and labour laws enforced by statutory agencies and to the extent applicable in the performance of Services shall be applicable in the performance of this Contract and the Consultant shall abide by these laws. | The Bidder seeks the addition of the following qualifications. | Modification suggested is not Agreed. However it is implied that the applicability will be to the extent business of Consultant. |
| 34 | II | 10 | Cl.10.1 (e) | 26 | ACCENTURE |  | The Bidder seeks deletion of this clause as this clause is very vague and ambiguous. | The Clause remains unchanged. |
| 35 | II | 11 | Limitation of Liability Clause 11.1(a) & (b) | 26 | ACCENTURE |  | The Bidder seeks blanket exclusion of indirect and consequential losses or damages for both Parties. Further the Bidder seeks for the following changes in Clause 11.1 (b). | The Clause remains unchanged. |
| 36 | II | 12 | Miscellaneous Provisions Cl. 12.1 (iv) | 27 | ACCENTURE | The Consultant shall at all times indemnify and keep indemnified the Purchaser against all third party claims/damages etc. for any infringement of any copyright or trade secrets with respect to the services provided by the Consultant under the Project. | The Bidder agrees to indemnify the client against any third party claim for infringement of copyright or trade secrets. | The Clause remains unchanged. |
| 37 | II | 12 | Miscellaneous Provisions Cl. 12.1 (v) | 27 | ACCENTURE | The Consultant shall at all times indemnify and keep indemnified the Purchaser against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by such third party resulting from or by any negligent action, wilful omission of the Consultant. | The Bidder seeks that the obligation to indemnify for any bodily injury or property damage be limited for any negligent act or wilful omission of the Consultant. | The Clause remains unchanged. |
| 38 | II | 12 | Miscellaneous Provisions Cl. 12.1 (vi) | 27 | ACCENTURE | The Consultant shall at all times be liable to the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like. | The bidder seeks deletion of this clause. The Bidder accepts the liability towards the purchaser on a liability basis. | The Clause remains unchanged. |
| 39 | II | 6 | 6.1.4  **RFE for Consultants and SSPs** | 20 | E&Y | According to the request for empanelment (RFE) for consultants, travel costs and other direct material costs are to be covered at the rate of 15% of the total fee of the resource. Additionally, as a response to EY’s pre- bid query to the empanelment request, UIDAI had clarified that “The Out of Pocket Expenses and Service Tax components would be over and above the Man month rate mentioned in the Form”.  The current RFP for selection of consultants (B) defines a different set of clauses according to which the expenses would be paid for project related travel and accommodation outside NCR only. The payments will be based on actual, and shall be subject to approval by the competent authority at UIDAI. | Our company’s price bid was according to the initial request for empanelment (RFE) of consultants (A) | The scope of work may require intensive travel to states where pilot will be conducted. Therefore limiting the OPE to 15% may not be workable. |