

REQUEST FOR PROPOSALS
FOR
BPO for Aadhaar Update
Corrigendum - III

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

Ref. No. F.No.4(4)/57/161/2012/RoB

1. Corrigendum I, Schedule for RFP, Page 2

S.No.	Activity	Date
1.	Date of issue of the RFP	6 th Feb., 2014
2.	Pre-Bid conference (15.00 hrs)	13 th Feb., 2014
3.	Last date for submission of written Queries	17:00 hrs on 14 th Feb., 2014
4.	Date for issue of clarifications	21 st Feb., 2014
5.	Last date for submission of bids (15.00 hrs.)	28 th Feb., 2014
6.	Opening of pre-qualification bid (16.00 hrs.)	28 th Feb., 2014
7.	Technical Evaluation Starts	7 th March, 2014
8.	Declaration of Final result of Technical Evaluation (15:00 hrs.)	Shall be communicated later
9	Opening of Financial offers (15.30 hrs.)	Shall be communicated to the qualified bidders on later date

Amendment

S.No.	Activity	Date
1.	Date of issue of the RFP	6 th Feb., 2014
2.	Pre-Bid conference (15.00 hrs)	13 th Feb., 2014
3.	Last date for submission of written Queries	17:00 hrs on 14 th Feb., 2014
4.	Date for issue of clarifications	21 st Feb., 2014
5.	Last date for submission of bids (15.00 hrs.)	7 th March, 2014
6.	Opening of pre-qualification bid (16.00 hrs.)	7 th March, 2014
7.	Technical Evaluation Starts	14 th March, 2014
8.	Declaration of Final result of Technical Evaluation (15:00 hrs.)	Shall be communicated later
9	Opening of Financial offers (15.30 hrs.)	Shall be communicated to the qualified bidders on later date

2. RFP Document, Section II, Part-I, point (h) of Definitions, Page 5

RPF Clause

- (h) "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:

(i) is by its nature confidential or by the circumstances in which it is disclosed confidential and/or

(ii) 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.

Amendment

(h) "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:

(i) is by its nature confidential or by the circumstances in which it is disclosed confidential and/or

(ii) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

but does not include information:

(i) which is or becomes public knowledge other than by a breach of this Contract; or

(ii) is already known to or was in the possession of recipient party prior to disclosure under this Agreement; or

(iii) is disclosed to the recipient Party from a third party, which party is not bound by any obligation of confidentiality; or

(iv) is or has been independently developed by the recipient Party without using the Confidential Information; or

(v) is disclosed with the prior consent of the disclosing party; or

(vi) is required to be disclosed in accordance with Court order or any other statutory or regulatory authority.

3. RFP Document, Section III, Part-I, Clause 1.3, second para, Page 26.

RPF Clause

The detailed steps involved in the SSUP request and physical mail request is detailed in Annexure V

Amendment

This line stands deleted

4. RFP Document, Section III, Part-I, Clause 1.3, Table (The following table gives an overview of the activities that will be required to be undertaken by the IA.), Page 26.

RPF Clause

Self –Service mode	Process step & current Actor	Activities to be done by IA(Y/N)
Update Portal	1. Creation of Request- Resident	Not required
	2. Selection of BPO for processing of request#	Not required
	3. Review of the request/Call to resident to confirm request- Verifier	Yes
	4. Approval of the request – Approver	Yes
	5. Settle divergent view by Verifier and - Reviewer	Yes
Mail	1. Prepare the paper request	Not required
	2. Mail the request to selected agency#	Not required
	3. Receipt of request	Yes
	4. Creation of request in system and upload of documents	Yes
	5. Review of the request/Call to resident to confirm request- Verifier	Yes
	6. Approval of the request – Approver	Yes
	7. Settle divergent view by Verifier and Reviewer- Reviewer	Yes
	8. Generate DMS reports and submit documents to DMS. Reconcile number of pages of documents submitted with DMS.	Yes

The selection of the agency shall be the prerogative of the resident. UIDAI will endeavor to provide the average days for processing the request by the IA, to help the resident make an informed choice.

Amendment

Self –Service mode	Process step & current Actor	Activities to be done by IA(Y/N)
Update Portal	1. Creation of Request- Resident	Not required
	2. Selection of BPO for processing of request#	Not required
	3. Review of the request/Call to resident to confirm request- Verifier	Yes
	4. Approval of the request – Approver	Yes
	5. Settle divergent view by Verifier and Approver- Reviewer	Yes
Mail	1. Prepare the paper request	Not required
	2. Mail the request to selected agency#	Not required
	3. Receipt of request	Yes
	4. Creation of request in system and upload of documents	Yes
	5. Review of the request/Call to resident to confirm request- Verifier	Yes

Self –Service mode	Process step & current Actor	Activities to be done by IA(Y/N)
	6. Approval of the request – Approver	Yes
	7. Settle divergent view by Verifier and Approver- Reviewer	Yes
	8. Generate DMS reports and submit documents to DMS. Reconcile number of pages of documents submitted with DMS.	Yes

The selection of the agency shall be the prerogative of the resident. UIDAI will endeavor to provide the average days for processing the request by the IA, to help the resident make an informed choice.

5. RFP Document, Section III, Part-II, Note below the Table (Following Table details the expected service performance levels from the IA) Page 30.
RPF Clause

Note:

1. The SLAs will be monitored on a quarterly basis.
2. If the Penalty exceeds 25% of the fees in two consecutive quarters or two out of three consecutive quarters, UIDAI will reserve the right to terminate the contract.
3. UIDAI recognizes that the performance of the IA depends upon the system stability of SSUP system. Hence, it would provide the following concession to the IA.

S.No.	System Uptime performance	Concession in penalty
1	>90%	Nil
2.	80-90%	10 % of applicable penalty
3	60-80%	20% of applicable penalty
4	50-60%	50% of applicable penalty
5	<50%	100 % of applicable penalty

Amendment

Note:

1. The SLAs will be monitored on a Monthly basis.
2. If there is more than 15% increase in monthly volume then SLA will not be applicable for the incremental volume above the threshold. The increase shall be calculated for each language separately.
3. If the Penalty exceeds 25% of the fees in two consecutive quarters or two out of three consecutive quarters, UIDAI will reserve the right to terminate the contract.
4. UIDAI recognizes that the performance of the IA depends upon the system stability of SSUP system. Hence, it would provide the following concession to the IA.

S.No.	System Uptime performance	Concession in penalty
1	>90%	Nil

S.No.	System Uptime performance	Concession in penalty
2.	80-90%	10 % of applicable penalty
3	60-80%	20% of applicable penalty
4	50-60%	50% of applicable penalty
5	<50%	100 % of applicable penalty

6. RFP Document, Section IV, Part-I, Clause 2.8: Suspension, Page 36

RPF Clause

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.

Amendment

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.

7. RFP Document, Section IV, Part-I, Clause 2.9.5, Page 38 and 39.

RPF Clause

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 (d), (g), (i), k(i) to K(iii) and I 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;
- (b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j), 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.

Amendment

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 (d), (g), (i), (j) and I 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;

(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), k(i) to k(iii), 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.

8. RFP Document, Section IV, Part-I, Clause 6.1(c), Page 43.

RPF Clause

(c) The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider

Amendment

(c) The Purchaser shall make the payment within 30 days of receiving the invoice from the Service Provider

9. RFP Document, Section IV, Part-I, Clause 6.3(a), Page 43.

RPF Clause

(a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Quarterly basis'.

Amendment

(a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Monthly basis'.

10. RFP Document, Section IV, Part-II, Clause 6.3(4), Page 48.

RPF Clause

(4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice.

Amendment

(4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice.

11. RFP Document, Section IV, Part-II, Clause 8.2(a), Page 49.

RPF Clause

The Purchaser and/or any Department of Govt. of India.

Amendment

Ministry of Law, Government of India.

12. RFP Document, Section V, Annexure I, Form 9, Page 62.

RPF Clause

Form 9: Acceptance of Terms and Condition of the RFP

Amendment

Form 8: Acceptance of Terms and Condition of the RFP

13. RFP Document, Section-V, Annexure- II, sixth para, Page-63

RPF Clause

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per Connect Minute inclusive of all statutory taxes (hereinafter "the Contract Price").

Amendment

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per update request processed inclusive of all statutory taxes (hereinafter "the Contract Price").