

Response to the queries received during Pre-Bid conference held on 04-10-2010 for selecting Enrolment Agency for Tripura UID Project

Sno	Agency name	Section/ Clause-no	Page No	Existing Clause in the Eol	Clarification Sought	Response
1.	WIPRO LTD	4.1.1	17	4.1.1 Procure Biometric Devices as per UIDAI Specifications	<p>Please provide the specifications of bio-metric devices.</p> <p>Also provide the list of agencies whose devices have been certified by the UIDAI appointed agencies</p>	The details of certified bio metric devices are available at the UIDAI website. This may be referred to.
2.	WIPRO LTD	4.1.2.	17-21	4.1.2 Setting up of Enrolment Stations and Enrolment Centers	<p>Please provide the specifications approved by UIDAI for –</p> <ul style="list-style-type: none"> a) Laptop/Desktop b) UPS c) Laser Printer d) Anti Virus/Anti Spyware e) Iris capturing device f) Fingerprint Capturing Device g) Digital Camera 	The client software application user manual is to provide the specific details about the hardware and the manual is available at the UIDAI website.
3.	WIPRO LTD	4.1.2.	17-21	4.1.2 Setting up of Enrolment Stations and Enrolment Centers	<p>Premises for installing the enrolment booth - will it be identified by the register or enrolment agency</p> <ul style="list-style-type: none"> a) In case of any rent or other commercials who will borne the same b) Electricity bill - who will borne the same c) Specification of the Premises. Please provide details for the same 	Generally the Gram Panchayat offices and nearby public buildings will be used as enrolment booth and will be made available to the EA free of cost. No rent will be charged for electricity supply provided from the Panchayat office. However, the agency will have to make arrangement for standby generator set at their own costs so that the process of enrolment is not interrupted. Any additional facility if envisaged will be arranged by the EA.

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4.	WIPRO LTD	4.1.2.b	18	Setting up of Enrolment Centre	<p>Who would provide the premise for setting up the enrolment centre.</p> <p>Will there be any cost/rent charged to Enrolment Agency for the premise for setting up of enrolment centre?</p> <p>Who would provide the generators? If yes, is it mandatory to have a genset for each enrolment centre?</p> <p>Who would provide the lighting, fans at the enrolment centre?</p> <p>Who would provide the electricity at the enrolment centre or will Enrolment agency be charged for electricity consumption of enrolment centre.</p> <p>Who would carry out the activity of publicity to residents for getting them enrolled, Local Authorities, Introducers?</p> <p>Who would provide for the photocopier at the enrolment centre?</p>	<p>Refer to response at serial no.3 above.</p> <p>It is in the interest of enrolment agency to have a standby generator set.</p> <p>Light, fans, etc are expected to be available at the public buildings, however if needed EA will arrange.</p> <p>Refer to response at serial no.3 above.</p> <p>Please see response at sl. No.15 and 16 below.</p> <p>EA has to provide photocopier at the enrolment centre.</p>
5.	WIPRO LTD	4.1.4	23	Step 1b: Collect demographic data after due verification as prescribed by Registrar The State Government proposes to collect additional information (called KYR+),	Who would provide the software for capturing the KYR+ data of the resident?	The enrolment agency will be provided the software for capturing KYR+ data by UIDAI.

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				wherever available or applicable, during enrolment process. The KYR+ data and guidelines for capture of the details given in Annexure IV.		
6.	WIPRO LTD	4.1.5	27	4.1.5 Send Enrolment Data to Registrar	Please provide the complete set of instructions from UIDAI for sending enrolment data to Registrar.	The "First Mile" process, prescribe the set of instructions for sending enrolment data to Registrar. These are available at the UIDAI website.
7.	WIPRO LTD	4.1.6	27	4.1.6 Privacy & Security	<p>Enrolment Agency cannot be held responsible for the loss of data (Privacy & Security) of residents as –</p> <p>a) The application has been provided by UIDAI with the requisite security, encryption measures</p> <p>b) data can be stolen during data transfer using network security</p> <p>c) Data is also being handed over to Deptt of Post for transfer to the CIDR.</p> <p>Therefore, as you see the data is changing hands during the different phases of data capture, there the complete responsibility of data privacy & security cannot rest on Enrolment Agency but has to be shared by different agencies, who are involved in the process.</p>	UIDAI has taken enough precaution while designing the client enrolment software so that the data security is not compromised during its transfer. However, the EA has to ensure its security when it is in EA's possession.
8.	WIPRO LTD	4.3	28	4.3 Service Levels	There are various factors which shall drive the residents to seek UID number – publicity, govt scheme etc. Even if these activities are being done properly but the target resident	EA is expected to make all efforts as per the terms and conditions and set up adequate number of booths with requisite manpower and equipment of certified quality. It is expected that with these

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					<p>% is not achieved, penalty will be imposed on EA without being defaulter in this case.</p> <p>Moreover the penalty should be levied on the unfinished % coverage of the resident rather than even on the work which has been completed.</p>	<p>genuine efforts, performance may not be on the lower side. With this the EA is expected to meet the desired SLA.</p>
9.	WIPRO LTD	4.3	28	4.3 Service Levels	<p>There is a target population (to be covered) defined for all 24 districts in Jharkhand and there is a SLA for covering % population for each of these districts. Who will ensure the population resident shall actually come for enrollments.</p> <p>Also explain the process that will be followed by the Registrar.</p>	<p>Registrar and the EA will take up mobilization drive jointly to ensure that all the population come forward for registration. The Register of Ordinary Residents maintained at Gram Panchayats as well as Urban Local Bodies level will be used as the basis to enroll the residents. It is proposed that within a time frame of 10-15 days one Gram Panchayat is fully covered and for this purpose adequate number of stations depending upon the population size will have to be set up. Government officials of Panchayat Department, Rural Development Department as well as other grassroot level functionaries will be involved in mobilizing the people for this purpose.</p>
10.	WIPRO LTD	4.6	32	4.6 Payment to the Enrolment Agency	<p>How will it be known to the EA about the successful no of UID generation by UIDAI?</p>	<p>UIDAI will maintain MIS for monitoring the performance of enrolment agency including the successful number of UIDAI generation on real time basis. These details will be available on the UIDAI website for the reference of Registrar as well as EA.</p>

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11.	WIPRO LTD		20	i. An enrolment center shall be manned by a supervisor and technical personnel in addition to the operators at the enrolling stations. A ratio of 5:1 operators to supervisors as well as operators to technical staff subject to a minimum of one technical staff per one enrolment centre should be maintained by the Enrolment Agency.	Can Technical and the enrolment booth supervisor be the same person?	It is expected that the Booth Supervisor has to be available at each enrolment centre whereas one Technical Supervisor for 2-3 centres may be deployed. However, in extreme situation Technical Supervisor may also function as Booth Supervisor subject to the condition that he has got certificate to function in both capacity.
12.	WIPRO LTD			Demographic data	Demographic data for target population will be provided by registrar/UID a) This will be provided to EA with no charges/cost. Pls confirm b) Registrar/UID will be ensuring the time adherence & sufficiency for making this data available to EA with required turn-around time. Pls confirm	Registrar will be providing all the data maintained in the RoR at the Gram Panchayats and the Urban Local Bodies level. In addition, KYR+ data maintained by the Gram Panchayats and the relevant Government Departments will also be made available. However, EA will have to collect some of the data from the residents during enrolment process. The data available with the Registrar will be provided free of cost.
13.	WIPRO LTD				While current expected schedule for equipment delivery is 45 days, how can enrollment process be started within only 30 days after been appointed? There will be mismatch of lead time. Pls clarify	After the completion of tender process, reasonable time gap is provided to start the actual work. In addition, only T2 and F2 level agencies have been asked to quote the rates and it is expected that they are in a position to mobilize equipment and manpower in advance. So the time frame provided is reasonable.
14.	WIPRO				Service window of the enrolment	Normally the process is expected

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	LTD				is expected to be 9:00am to 5:00pm or any other indicative. Please clarify	to take place during 9 a.m to 5 p.m. but the timings are flexible and EA may make local arrangement in consultation with the local Panchayat. Registrar will provide necessary support in this regard.
15.	WIPRO LTD		20		Only banner is mentioned which need to be placed in front of the enrolment center but a) Size of the banner content etc is not defined. Pls provide the details for the same b) Other hording and banner materials or direction boards are not mentioned will it be the responsibility of register. Pls confirm	Creating awareness and installation of publicity material will be the joint responsibility of EA and the Registrar. The material for installation will be provided by the Registrar.
16.	WIPRO LTD	4.1.4	23	4.1.4 Conduct Enrolment Operations as per Standard Processes specified by UIDAI/Registrar	Please clarify who would be responsible for creating awareness / campaigns / advertisement to the public or residents for getting themselves enrolled	Registrar and EA will be jointly responsible for creating awareness and mobilising the residents for enrolment. The printed materials, hoardings, etc. will be provided by the Registrar. In addition, Village and Block level functionaries will also be mobilized. Simultaneously, EA will have to mobilize its own machinery and the whole process will be carried out jointly.
17.	WIPRO LTD				Please clarify who would be responsible for providing housekeeping / toilet for the residents during enrollment process	The existing facility available at public places will be utilized for this purpose.
18.	WIPRO LTD	4.1.2.	17	4.1.2 Setting up of Enrolment Stations and Enrolment Centers	Please share the number of mobile enrollment vehicle or setup used during the Pilot phase of the project per district /	There was no pilot phase in Tripura.

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					register basis and criteria used to decide the mobile enrollment vehicle	
19	WIPRO LTD	12	3.7	The Bidder may be subject to local taxes (such as: value added or sales tax, duties, fees, levies) on amounts payable by the Purchaser under the Contract. Bidders shall include such taxes in the financial bid.	Any increase in the rates of applicable taxes or impact of new taxes becoming applicable after the submission of commercial bid shall be absorbed by the Customer	The whole exercise is expected to be over by 31 st March, 2011 and during this period no increase in taxes is expected. However, EA is expected to submit quote inclusive of all taxes.
20	WIPRO LTD	28	4.3	Penalty	Aggregate penalty for any given month to be capped to 5% of the gross charges for the month	The terms and conditions as mentioned in RFQ will remain unchanged.
21	WIPRO LTD	86	2.9.1.j	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 Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated	Purchaser shall involve Supplier while deciding any third party for the procurement of such services and consider Supplier's reasonable suggestions for the same. In other words Purchaser shall not take the decision regarding the selection of vendors in lieu of Supplier unilaterally under the given circumstances leading to termination under clause 2.9.1 (j). The maximum amount that the supplier shall be as per this clause shall be restricted to 10% of the contract value.	The terms and conditions as mentioned in RFQ will remain unchanged.
22	WIPRO LTD	88	2.9.5.b	If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c) and (f) to (i), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract	Sub clause to be removed. All amounts due to Supplier upto the effective date of termination shall be immediately payable	The terms and conditions as mentioned in RFQ will remain unchanged.

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23	WIPRO LTD	90	3.5	Ref RFQ	1. Request to limit such audit right to 1 year post termination or expiry instead of 5 years. 2. UIDAI shall not have the right to access or inspect, examine, audit and take copies of any fees, price, payroll-related details, cost, charges or any other financial information or any records or documents relating to the make-up of the Supplier's internal overhead calculations, revenues, their relationship to the fees/charges any financial cost model, calculation of fees/charges or to the Supplier's profitability or other such financial data.	The terms and conditions as mentioned in RFQ will remain unchanged.
24	WIPRO LTD	90	3.6	The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract	Request that the clause be removed as Supplier may use some of the services from its preferred partners while still being responsible of the overall project delivery	The terms and conditions as mentioned in RFQ will remain unchanged.
25	WIPRO LTD	93	6.3	Ref RFQ	Payment shall be released within 15 days of Supplier's sharing relevant inputs/details for finalisation of the no of enrolment completed or milestone achievement	Payment will be made on monthly basis by the Registrar and effort will be made to release the payment within fifteen days after the completion of the calendar month.
26	WIPRO LTD	95	9	Ref RFQ	9.2: Cap to be changed to 5% of the contract price 9.3.C: Clause to be removed	The terms and conditions as mentioned in RFQ will remain unchanged.
27	WIPRO LTD	95	10	Ref RFQ	Request to modify (e) as follows: "(e) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any penalties or liabilities arising out of claims filed by regulatory authorities for non-compliance	The terms and conditions as mentioned in RFQ will remain unchanged.

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					with applicable laws situation arising out of this clause while providing its services under the Project."	
28	WIPRO LTD	97	12.1 (v)	The Supplier 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 Supplier.	Request to make this mutual: "Each Party shall at all times indemnify and keep indemnified the other Party 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 indemnifying Party."	The terms and conditions as mentioned in RFQ will remain unchanged.
29	WIPRO LTD	100	6.3	Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice	Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 15 days of submission of invoice	The terms and conditions as mentioned in RFQ will remain unchanged. However, efforts will be made to release payment within fifteen days after the completion of the calendar month.
30	WIPRO LTD	New Clause	New Clause	To be added	Supplier's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Supplier's non-performance is caused by Company's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.	The terms and conditions as mentioned in RFQ will remain unchanged.

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31	WIPRO LTD	New Clause	New Clause	To be added	Purchaser shall be responsible for timely site readiness. Purchaser agrees that Supplier shall not be in any manner liable for any delay arising out of Purchaser's failure to make the site ready within the stipulated period.	The purchaser will provide the site wherever possible on As on where on basis.

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32	WEBEL TECHNOLOGY LIMITED	7.1	13	The work plan is asked by the winning bidder.	Will work plan be asked after work is awarded for the schedule? Please Clarify	EA will submit the work plan after the award of the work.
33		Annex - V	17 Cl. 4.1.2 & Pg 74	The table indicates the plan for two years.	While the project plan is scheduled for 4 months.	Please refer to response at serial no.41.
34		A.3	18	List of Introducers loaded on laptop	By when the list of introducers will be provided?	In Tripura the RoR will be the base document for the enrolment. However, for other residents Registrar will provide list of introducers before the start of enrolment process.
35		A.10	18	Testing of equipment at all enrolment stations	Please clarify what is meant by testing of equipment at all enrollment stations and who will carry out the testing.	The testing of equipment at all enrolment stations will be carried out by the technical staff engaged by the enrolment agency.
		A.14	19	GPS Receiver (USB/built in)	Why do we need a GPS receiver? Please clarify.	GPS Receiver is in the optional list of equipment to support the future efforts of client normal software. However, for enrolment process in Tripura, the GPS Receiver is not mandatory.

36		A.18	19	The pre-enrolment data from the Registrars,if used, is available for import on laptops	Who will provide this data, by when and from where it is to be collected? Please clarify.	Please refer response at serial 12 above.
37	ILFS	3	3		There is very little time provided for the submission of bids. This shall not provide the bidders with sufficient time to carry out due diligence and understand the proposed district profiles and thereby work out proper cost estimates. This may further lead to proposition of financial quotes with skewed cost estimates which may not be in the interest of the project. It is therefore requested that the timelines for submission may be extended by at least one week.	The terms and conditions of RFQ remain unchanged.
38	ILFS	2	5		A) Is the Register of Ordinary Residents (ROR) digitised? B) If yes, then what is the volume of digitization that has been completed? C) What is the RDBMS that has been used in ROR digitisation? D) How latest is this ROR? When was it last updated? E) Is it mandatory to use the ROR?	No. It is in paper form. Since RoR contains the list of all residents and is updated regularly, it is in our interest to use this as base document to achieve 100% enrolment.
39	ILFS	7.2 & 7.3	13		a)7.3 says that the contract will be signed in15 days of issuance of Lol and 7.3 says that the work will commence within 30 days of signing of agreement-Does that mean that the bidder will get 45 days to start the work after issuance of Lol? It is requested that a period of at least 45-60 days should be permitted to commence work as the OEMs who will deliver specialized biometric hardware required for enrollment are promising a window of 6-8 weeks for delivery of hardware. b) Further, in the service level matrix in 4.3 on pg 29 you have asked for deployment of stations within 20 days of issuance of Lol/plan approval. The statement is contradictory in light of the above clauses.	(a) EA is expected to sign the agreement immediately to be able to execute the work in time. (b) EA is expected to do parallel processing and mobilize the equipment and manpower pending approval of the work plan. The work plan should be finalized at the earliest opportunity and based on the work plan enrolment stations need to be set up such that the work is completed in the prescribed time frame.

					Request you to amend the same as suggested above.	
40	ILFS	4.1	17		A) Who will provide the KYR+ software - UIDAI or Registrar? B) Who will provide the technical support for the software? C) Will there be any change in KYR+ that has been proposed in Annexure IV?	(a) UIDAI (b) EA will provide the technical support. (c) There could be changes without affecting the volume of work and that too prior to starting the work.
41	ILFS	4.1.2	17		Annexure V requires stations deployment for 2 years. However, it is mentioned in Clause 4.5 on pg 31 that the project duration is just 4 months. Further in clause 4.1.6 on page 27 a requirement of 425 stations has been mentioned. The above statements are contradictory to each other. Please clarify -A) the duration of project B) the number of stations required accordingly.	The expected duration of the project is 15 th November, 2010 to 31 st March, 2011. Minimum 425 stations are expected to be set up for this purpose. In the table given in Annexure-V, there is a mistake and in place of "first year average monthly station" "stationery station" should be read. In place of "second year average monthly station" "expected number of mobile station" should be read.

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42	IL&FS	4.3	28		a) It is requested that the service level related to number of enrollment stations should be removed as it is entirely bidders responsibility to complete the task	(a) In order to complete the exercise in the prescribed time frame minimum 425 enrolment stations are essential. EA is free to set up more enrolment stations

					<p>in time and as per schedule. The choice of number of stations to be deployed at any given point of time should be left to the bidder. This actually will result into double penalization for the same work.</p> <p>b)Further, the penalties are found to be on the higher side, it is requested that the same should be reduced</p>	<p>but reduction in enrolment stations is not permitted.</p> <p>(b) Penalty as proposed remains unchanged.</p>
43		4.8, 4	59		<p>A) Where and to whom will the collected consent forms be transferred/submitted? B) Please specify how the document management will be done? Whether the Government will require hard copies of documents or would like to store it digitally either in online and offline form? C) If it is digital storing who will provide document management software? D) Will the Government pay separately for digitization activity as this is a humongous task in itself?</p>	<p>The forms will be indexed by the EA before transferring it to the Registrar or his authorized representative.</p>
44		6.3, a	93		<p>What would be the Payment Milestone for the selected bidder to raise its invoice? There is nothing specified in Appendix C. It is suggested that the monthly invoicing should be permitted so that the bidders do not accrue the cost of interest which will ultimately be transferr to the Registrar in the price quoted</p>	<p>Payment will be made on monthly basis</p>
45		9.3, c	95		<p>It is requested that either the penalties of any form should be specified in advance or the clause should be removed as it is ambiguous in nature and does not allow the bidder to do a proper risk assessment</p>	<p>At the time of signing the contract, the quantum of penalty will be indicated.</p>

46		6.3, 3	100		What will be the milestone sign-offs and who will sign it off?	This will be elaborated at the time of signing the agreement.
47		6.3, 4	100		The period of 60 days is too high. It invariably effects the cost of investment made by the bidder. It is requested that the payment should be released within 15 days of submission of invoice	Please refer to response at serial 29 & 44 above.
48		General	NA		How much time it'll take for UID to be generated after the submission of enrolment data ?	Normally 7-10 days may be needed to generate UID.
49		General	NA		What are the SLA's on generation of UID after submission of data & whether any delay on account of UID generation will be reimbursed to the bidder for the delay caused in the release of payment to the bidder?	It is expected that UID will be generated within 7-10 days of transmission of data by the EA and no further delay is expected.
50		General	NA		Who'll verify that the UID generated are of the same enrolled data?	The de-duplication process in generating UID will ensure that no duplicate UID is generated of the same enrolled data.
51		General	NA		How will the bidder come to know how many UIDs have been generated out of the data submitted by him and how many of enrollments have not been accepted? Please outline the process in detail	Please refer to response at sl. no. 10

