

QUERIES FROM BIDDERS AND UIDAI RESPONSE

S.No	Section No.	Clause No.	Page No. in Section	Existing Provision in the Clause	Clarification Sought	Response of UIDAI
1	Section I	Clause 3	Pg 6 of 67	1. The Proposal must be accompanied by a EMD (Earnest Money Deposit)/ Bid Security of Rs.15,00,000 (Rupees Fifteen Lakh only).	Should the DD for the EMD be also in favor of "PAO, UIDAI" and payable at Delhi? Please confirm.	Yes
2	Section I	Clause 3	Pg 6 of 67	1. The Proposal must be accompanied by a EMD (Earnest Money Deposit)/ Bid Security of Rs.15,00,000 (Rupees Fifteen Lakh only).	Also with reference to clause 9.3 (pg 12 of 67), we understand that the bid security (i.e. EMD) in the form of a BG should be valid for 225 days (180 days + 45 days) post Sep 26. Please confirm if this is correct.	Yes
3	Section II	Clause 4.1	Pg 10 of 67	The queries must also be submitted in Microsoft Excel in a CD/DVD in the following format	Given the tight time-line and in the interest of timeliness, we would request that UIDAI accept submission of clarifications via email instead of CD/DVD.	Accepted. But hard copy of the same, duly signed by the authorised signatory, should be submitted
4	Section II	Clause 8.2	Pg 11 of 67	b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company	We shall have the proposal signed by our business heads -- who are the designated authorized signatory of the company. Do we still need to submit a certificate attesting the same? Please confirm.	Please refer to clause 8.1 of this section which is self explanatory.
5	Section II	Clause 10.1	Pg 12 of 67	Bids shall remain valid for 180 days after the date of opening of Technical Proposals prescribed by the Purchaser. A Technical Proposal valid for a shorter period may be rejected by the Purchaser as non-responsive.	Does this RFP imply that the firm has to block people till UIDAI completes the evaluation and announces its decision?	Yes
6	Section II	Clause 10.1	Pg 12 of 67	Bids shall remain valid for 180 days after the date of opening of Technical Proposals prescribed by the Purchaser. A Technical Proposal valid for a shorter period may be rejected by the Purchaser as non-responsive.	How long does UIDAI expect the evaluation to take place?	UIDAI expects to complete the evaluation as early as possible.
7	Section II	Clause 10.1	Pg 12 of 67	Bids shall remain valid for 180 days after the date of opening of Technical Proposals prescribed by the Purchaser. A Technical Proposal valid for a shorter period may be rejected by the Purchaser as non-responsive.	Please clarify the time-line by which UIDAI expects to make the decision so we know implication of blocking the identified people?	Please refer to reply against query at S. No.6.

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8	Section II	Clause 10.1	Pg 12 of 67	Bids shall remain valid for 180 days after the date of opening of Technical Proposals prescribed by the Purchaser. A Technical Proposal valid for a shorter period may be rejected by the Purchaser as non-responsive.	How does UIDAI propose to handle the scenario in case a subset of people whose CV are shared, get allocated to other projects before UIDAI completes the evaluation criteria. Can UIDAI complete the evaluation in a defined time-bound manner?	Please refer to reply against query at S. No.6. Further, the bidder should ensure the availability of the people whose CVs are shared in the event of selection.
9	Section II	Clause 24.3	Pg 15 of 67	The Bidder's Team getting the highest total score for a location, will be selected for that particular location. Bidders are required to clearly indicate the separate teams for each location.	We understand that we can bid for the complete team in either (a) Delhi or (b) Bangalore and/or (c) both locations. Please confirm if the understanding is correct.	Yes, the understanding is correct.
10	Section II	Clause 24.3	Pg 15 of 67	The Bidder's Team getting the highest total score for a location, will be selected for that particular location. Bidders are required to clearly indicate the separate teams for each location.	Are we required to share sample indicative profiles? Or is UIDAI asking for named-resources?	UIDAI is looking for named resources.
11	Section II	Clause 24.5	Pg 18 of 67	Thereafter, only such candidates who are found to possess the requisite professional and educational qualification prescribed for that category will be interviewed and/or tested by a Selection Board constituted by the Purchaser for this purpose	Please confirm if the interview will be held via telephone and/or video-con. If the interviews are held in person, will UIDAI re-imburse the travel on actuals?	Interview(s), if any, will be held in person.All expenditure in this regard has to be borne by the Bidder.
12	Section II	Clause 27.1	Pg 18 of 67	Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.	This clause is open-ended. Does the clause mean that the identified people need to be blocked for a potential 180 days - the bid validity period? Instead, we request if UIDAI can complete the evaluation in a defined time-bound manner?	Please refer to replies against query at S.No.6 and 8.
13	Section II	Clause 27.1	Pg 18 of 67	Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.	How does UIDAI propose to handle the scenario in case a subset of people whose CV are shared, get allocated to other projects before UIDAI completes the evaluation criteria. Can UIDAI complete the evaluation in a defined time-bound manner?	Please refer to replies against query at S.No.6 and 8.
14	Section III	Clause 8.4	Pg 23 of 67	Upon receipt of such notice, the Software Solution Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser within which, the Purchaser shall appoint its own personnel.	We understand that UIDAI shall pay the firm for the time it continues to perform the work, and not be expected to work "gratis". Please confirm.	Yes

S.No	Section No.	Clause No.	Page No. in Section	Existing Provision in the Clause	Clarification Sought	Response of UIDAI
15	Section III	Clause 10.4.2	Pg 27 of 67	The Software Solution Provider shall bear all travel and other costs incurred in deploying the personnel.	Can UIDAI reimburse the travel costs at actuals and/or within a defined limit. This will help re-imburse basic relocation costs particularly when done on short notice.	Clause remains unchanged.
16	Section III	Clause 11.3	Pg 27 of 67	No extra payments shall be made for working on extended hours / Saturdays/ Sundays/ Holidays to meet the committed/required time schedules.	By nature, T&M means payment for a defined time of work. And, this is typically for about 40 hours per week. We request that UIDAI to amend this clause and define it so it is fair per industry norms and unambiguous. E.g. UIDAI should cap the number of hours per person per week or per month.	Clause remains unchanged.
17	Section III	Clause 11.5	Pg 27 of 67	Payments, in respect of all personnel deployed by the Software Solution Provider, shall be made to the Software Solution Provider, subject to deduction if any, on a quarterly basis (for every 3 months) by the Purchaser.	Please clarify if the payment shall be made within 30-days of submission of invoices.	Payment will be processed within a reasonable time subject to the submission of the invoices and supporting documents by the Software Solution Provider.
18	Section III	Clause 11.5	Pg 27 of 67	Payments, in respect of all personnel deployed by the Software Solution Provider, shall be made to the Software Solution Provider, subject to deduction if any, on a quarterly basis (for every 3 months) by the Purchaser.	We request UIDAI to re-consider this to a monthly cycle instead of 3-month cycle.	Clause remains unchanged.
19	Section III	Clause 13.6	Pg 29 of 67	In case, mutual Agreement under Clause 13.4 above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Software Solution Provider in the interest of the work, shall continue providing Services as defined under this Agreement/ Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Agreement/ Contract.	We request UIDAI to time-bound the decision making process so as to address adverse financial implications to the firm.	No clarification has been sought. However, the clause is self-explanatory.

S.No	Section No.	Clause No.	Page No. in Section	Existing Provision in the Clause	Clarification Sought	Response of UIDAI
20	Section III	Clause 18.3	Pg 32 of 67	Any expenses on official travel, Boarding and lodging, to be undertaken by the Software Solution Provider for the Purchaser's work as directed by the Purchaser, will be borne by the Purchaser as per actual subject to furnishing of the supporting documents by the Software Solution Provider.	Please clarify the work location - is it out of UIDAI premises or out of the firm's premises?	UIDAI premises or the location decided by the UIDAI
21	Section III	Clause 18.3	Pg 32 of 67	Any expenses on official travel, Boarding and lodging, to be undertaken by the Software Solution Provider for the Purchaser's work as directed by the Purchaser, will be borne by the Purchaser as per actual subject to furnishing of the supporting documents by the Software Solution Provider.	Please clarify if UIDAI shall provide for workstations/laptop, software, licenses, conference rooms, etc.	The query is not relevant in the context of this clause. However, workstation/desktop will be provided at UIDAI premises .
22	Section III	Clause 22.4.1	Pg 35 of 67	At the time of expiry of Contract period, as per the Contract, between the Software Solution Provider and the Purchaser, the Software Solution Provider shall ensure a complete knowledge transfer by their deployed Personnel to the Purchaser's new Personnel replacing them, over a minimum period of 2 (Two) weeks.	We understand that UIDAI shall pay the firm for the KT and not be expected to work "gratis". Please confirm.	No additional payment, whatsoever, shall be made for the knowledge transfer during the period of contract. However, if the knowledge transfer happens after the expiry of contract, in such eventuality the purchaser may consider grant of extension of the period of contract on case to case basis.
23	Section III	Clause 22.5.4	Pg 36 of 67	Liquidates damages	Given the state of the industry and the crunch for talent, we set recommend min of 6 weeks lead-time to staff positions. Given the niche skills needed for UIDAI, we request UIDAI to re-consider the 2-week and 3-week period.	Clause remains unchanged.
24	Section III	Clause 26.2	Pg 39 of 67	The Software Solution Provider shall provide the Purchaser with a warranty of the new application software for a period of 6 month after the roll out at the location of the Purchaser. Scope of warranty will be restricted to rectification of defects only. Any changes or enhancements required in the application shall be payable separately through 'Change Orders'.	In case of T&M contracts, by its nature, people are paid for the work. Hence, warranty or maintenance or enhancements are covered by the team that performs the work. We request UIDAI to amend this accordingly so it not "gratis" for 6-months.	Clause remains unchanged.

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25	Section V	Clause 8.3	Pg 57 - 59 of 67		The scope of work is very generic and provides for job description only; and no specifics on the nature of work and/or activities. Can UIDAI share insights into the nature of work that the team would be expected to perform at Delhi and Bangalore?	The job-descriptions have been provided in the RFP. As regards specific nature of work/activities, the same will be shared with the selected bidder.
26	Section V	Clause 8.3	Pg 57 - 59 of 67		(i) Will the work done at Delhi and Bangalore be similar or completely different? (ii) Is there a need to coordinate done by the teams across Delhi and Bangalore?	(i) May or may not be different (ii) The teams will work under the directions of the concerned officers of UIDAI at the respective location.
27	3	3.1 to 3.6	P-21, 3	Intellectual Property Rights (3. 1 TO 3.6)	The Said RFP is for Hiring manpower, which would work under ageis of UIDAI . In this respect, we feel all/some of these these clause may not have relevance to this RFP. We request you to kindly reconsider these clauses	clause remains unchanged.
28	5	5.2	P-22, (5)	Dispute Resolution		
				5.2. Any dispute or difference whatsoever arising between the parties (the Purchaser and the Software Solution Provider) to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which cannot be resolved through the process specified in Clause 5.1 above shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996, and any subsequent amendments thereon	Would UIDAI consider Three party arbitration as defined in Indian Arbitration and Conciliation Act, 1996, and any subsequent amendments thereon. viz both the parties shall appoint one arbitrator each and two arbitrators shall appoint the presiding arbitrator. The decision of the arbitral tribunal shall be final and binding on the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be New Delhi, India." . We feel point 5.3 and 5.4 are repaitive	Clause remains unchanged.
29	7	7.1	P-23, (7.1)	7.1. The Software Solution Provider shall not in the ordinary course be permitted to appoint any Delegate (s)/ Sub Contractor (s)	Kindly Clarify whether sub-contracting is allowed or not ? If yes under what circumstances/conditions permission would be provided by UIDAI for sub-contracting ?	Sub contracting is not allowed

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	8	8.4	P-23, 8.4	Where the Purchaser is of the view that no further extension of the term be granted to the Software Solution Provider, the Purchaser shall notify the Software Solution Provider of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Software Solution Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser within which, the Purchaser shall appoint its own personnel.	We want clarity as why the software solution provider shall perform beyond the term of the contract without any extension? if UIDAI if not willing to extend the term shall make the necessary arrangements for the appointment of its own personnel or pay to the software solution provider till they find their own personnel. We request UIDIA to reconsider this clause	The purchaser may consider grant of extension in such eventuality on case to case basis
30	9	9.1	p-24, (9.1)	Termination of agreement	We request UIDAI to consider 3 months notice period as this would enable proper handing over and transfer of technology if any?	Clause remains unchanged.
31	9	9.2.5	p-24, (9.2.5)	9.2.5. Where it comes to the Purchaser's attention that the Software Solution Provider is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of this Agreement/ Contract or has without authority acted in violation of the Terms and Conditions of this Agreement/ Contract and has committed breach of Terms of the Agreement/ Contract in best judgment of the Purchaser	We would request you to kindly clarify which could be probable such situation/s ? Which could lead to said Conflict of Interest. What are those conflict of interests situation ?	The clause is self explanatory.

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32	9	9.5.2	P-25	In the event of termination of this Agreement/ Contract, pursuant to Clause 9.1 to 9.4 above, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Software Solution Provider shall be obliged to comply with. In the event of termination of the Agreement/ Contract pursuant to Clause 9.2 , the Purchaser shall have the right to carry out the unexecuted portion of the work through selecting other Software Solution Provider at the risk and expense of the defaulting Software Solution Provider.	We request that clause be modified In the event of termination of this Agreement/ Contract, pursuant to Clause 9.1 to 9.4 above, Purchaser shall be entitled to ask any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Software Solution Provider shall be obliged to comply with. In the event of termination of the Agreement/ Contract pursuant to Clause 9.2 , the Purchaser shall have the right to carry out the unexecuted portion of the work through selecting other Software Solution Provider at the risk and expense of the defaulting Software Solution Provider.	Clause remains unchanged.
33	9	9.5.6	P-26 (9.5.6)	Nothing herein shall restrict the right of the Purchaser to invoke the Performance Security furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.	We request that UIDAI should discuss and notify the matter with bidder prior to taking such step ?	Clause remains unchanged.
34	10	10.1.2	P-26 (10.1.2)	10.1.1. Personnel deployed by the Software Solution Provider should EXCLUSIVELY and ONLY be involved in the functions of the Software Development Team of the Purchaser as defined in this Agreement/ Contract and should NOT be under any circumstances be involved or working for any other projects/ assignments, whether of the Software Solution Provider or any other Central/ State Government Departments/ Any other Organization, during the currency of this Agreement/ Contract with the Purchaser.	We understand that software professional would work at UIDAI premises only ? Please clarify . This clause suggest that the software professional may work form their officies	The clarification sought is not relevant to this clause. Please also refer to the reply against query at S. No.20.

S.No	Section No.	Clause No.	Page No. in Section	Existing Provision in the Clause	Clarification Sought	Response of UIDAI
35	11	11.3	P-27	Payment Terms : No extra payments shall be made for working on extended hours / Saturdays/ Sundays/ Holidays to meet the committed/required time schedules	We request UIDAI to reconsider this clause and have compensation provision for extra work put in by team over and above working day (Mon-Friday), hours of UIDAI.	Please refer to reply against query at S. No. 16 above.
36	19	19.1	P-33	No Idle Time Charges : 19.1. No idle time charges, whatsoever, shall be payable by the Purchaser	We Request, That in case Software team sitting idle for the reason attritable to UIDAI then Bidder should be compensated for the time/duration team is to sit idle	Clause remains unchanged.
37	22	22.5.4	P-36	Deployment Schedule		
				Deployment of Complete Software Development Team < two weeks	We request that minimum 4 weeks should be given for deployment of the team. The LD should be imposed on portion for the person not deployed within the team and. We request that the Maximum LD in either case should be restricted to 5% Man month rate which has not been deployed	Clause remains unchanged
				Replacement of personnel at UIDAI on request by UIDAI		
				Maximum 3 Weeks from the date of intimation by UIDAI, including 1 Week hand over time	We request that Ld should be restricted to 3% over all and not kept open ended as mentioend in RFP 3% of the value of man month rate applicable to the replacement personnel for each week of	Clause remains unchanged.
				Replacement time of personnel in case the replacement is initiated by the Software Solution Provider	Maximum 3-4 weeks should be give in place of 2 weeks followed up with Minimum 1 week of handholding. Furhter, We request that Ld should be restricted to 3% over all and not kept open ended as mentioend in RFP 3% of the value of man month rate applicable to the replacement personnel for each week of	Clause remains unchanged.
38	22	22.6	P-37	22.1. Liquidated Damages		

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				Liquidated Damages shall be a percentage of the monthly payment due to the Software Solution Provider and the deduction on account of Liquidated Damages as given shall be applicable for every week of delay beyond the deployment time as stipulated in Clause 22.5.4 . The Liquidated Damages percentages applicable for violation of Service Levels are specified in the table above	We request that the Maximum LD for the contract in either case should be restricted 5% of Contract Value. We request UIDAI to consider the same	Clause remains unchanged
39	23	23.1	P-38	<p>Limitation of liability - 23.1 Except in case of gross negligence or willful misconduct on the part of Software Solution Provider or on the part of any person acting on behalf of Software Solution Provider in carrying out the Services, with respect to the damage caused by Software Solution Provider to the Purchaser's property, Software Solution Provider shall not be liable to Purchaser for any direct loss or damage that exceeds:</p> <p>a. twice the total payments under this Agreement/ Contract made to the Software Solution Provider hereunder; or</p> <p>b. the proceeds the Software Solution Provider may be entitled to receive from any insurance maintained by the Software Solution Provider to cover such a liability, whichever of (a) or (b) is higher.</p>	We request that the following limitation of liability Clause be considered :Notwithstanding anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility. Vendor'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 Vendor's non-performance is caused by Customer's mission to act, delay, wrongful action, failure to provide inputs, or failure to perform its obligations under this Agreement."	Clause remains unchanged

S.No	Section No.	Clause No.	Page No. in Section	Existing Provision in the Clause	Clarification Sought	Response of UIDAI
40	26	26.1	P-39	The Software Solution Provider shall provide the Purchaser with a warranty of the new application software for a period of 6 month after the roll out at the location of the Purchaser. Scope of warranty will be restricted to rectification of defects only. Any changes or enhancements required in the application shall be payable separately through 'Change Orders'	Since bidder is providing manpower? We request UIDAI to clarify payment for the warranty period would be released quarterly only . We assume during warranty also bidders team would be deployed at UIDAI Delhi and Bangalore ? Please clarify	Clause is self explanatory and remains unchanged.
41	28	28.3	P-40	Indemnity - The Software Solution Provider shall, at its own expense, defend or, at its option, settle any claim, suit, or action brought against Purchaser by third parties (other than liability fault of Purchaser) for infringement or misappropriation of a third party's copyright, national or international patent, or trade secret right by any software provided by Software Solution Provider to Purchaser under this Agreement/ Contract, and shall pay any damages or settlement assessed against Purchaser under such a clai	We assume the the bidder team would be working under UIDAI program management. In view of this We feel this clause should be deleted ?	Clause remains unchanged

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42	28	28.4	P-40	<p>28.1 The Software Solution Provider shall have sole control and authority over the defense or settlement of such a claim, suit or action, including the right, at its sole discretion, to</p> <p>(i) procure for the Purchaser the right to use the infringing software;</p> <p>(ii) replace the infringing software with non-infringing, functionally equivalent software;</p> <p>(iii) suitably modify the infringing software;</p> <p>(iv) accept return of the infringing software and refund any fees paid by Purchaser to Software Solution Provider but unearned with respect to the infringing software</p>	<p>We assume the the bidder team would be working under UIDAI program management. In view of this We feel this clause should be deleted ?</p>	Clause remains unchanged.
43	30	30.3	P-42	<p>30.3 Survival</p> <p>The provisions of the clauses of this Agreement/ Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Agreement/ Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Software Solution Provider of its release from those obligations</p>	<p>We request to consider that confidentiality obligations shall survive for a period of 3 years after the termination or expiration of an agreement)</p>	Clause remains unchanged.
44	32	32.1	P-42	<p>Insurance - 32.1 Employer's liability and workers' compensation insurance in respect of the Personnel of the Software Solution Provider, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate, shall be taken and borne by the Software Solution Provider.</p>	<p>We need more clarity on this clause. In case travel in on account of the projec t would UIDIA bear the cost ?</p>	Clause remains unchanged.

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45	33	33.1	P-43	The Software Solution Provider shall, if ordered in writing by the Purchaser/ its Representative, temporarily suspend the works or any part thereof for such specified/ ordered period and time. The Software Solution Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of such temporary suspension of the Works as aforesaid. The Purchaser may consider suitable compensation to the Software Solution Provider on case to case basis, to the extent of work completed, subject to fulfillment of other conditions of this Agreement/ Contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Software Solution Provider, if written request for the same is made and that the suspension was not consequent to any default or failure on the part of the Software Solution Provider. In case the suspension of works, is not consequent to any default or failure on the part of the Software Solution Provider, and lasts for a period of more than 2 months, the Software Solution Provider shall have the option to request the Purchaser to terminate	We request that in case , if the suspension lasts for more than 7 days then , UIDAI shall pay to the Software Solution Provider the amount for the personnel deployed at the UIDAI site as compensation at the rates provided in commercial quote for the period exceeding 7 days. if written request for the same is made (the extension shall be granted automatically without any request by Software Solution Provider)	The clause is self explanatory and remains unchanged.
46	Section IV	Tech form 4.5	P -49	Number of Resources (manpower) Offered by the Bidder	UIDAI has asked for Specific manpower under each category ? We need clarify as what is meant by the column "Number of Resources (manpower) Offered by the Bidder" ?	The bidder has to indicate under Column 5 the number of resources (manpower) offered against the requirement reflected in Column 3.

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47	Section IV	Tech form 4.5	P -50	Number of Resources (manpower) Offered by the Bidder	UIDAI has asked for Specific manpower under each category ? We need clarify as what is meant by the column "Number of Resources (manpower) Offered by the Bidder" ?	The bidder has to indicate under Column 5 the number of resources (manpower) offered against the requirement reflected in Column 3.
48		Appendic A & C	P-62 and P-66	EMD Format and PBG format	We request that the following clause may kindly be considered for inclusion in the format as it ia mandatory clause which banker insist for inclusion Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____. (Indicate the date of expiry of bank guarantee)	Yes, accepted
					Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of the Purchaser under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of Purchaser under this Guarantee shall be valid and shall not cease until we have satisfied that claim.	

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49	General				We request that the following clause be included in agreement	
					No amendment to this agreement is valid unless signed by a persons duly authorized by the parties"	A new Clause 30.10 is inserted after Clause 30.9 in Section III - General Terms and Conditions of the Contract to read as under :- " 30.10 <u>Contract Amendments</u> Subject to Clause 7, no variation in or modification of the terms of the contract shall be made except by a written amendment signed by the parties.