**F. No. HQ-22019/14/2023-LOG-HQ (Computer No.10576)**

**(Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith.)**

| **S. No.** | **Clause / Page No of RFP** | **Clause** | **Clarification Sought by Bidder** | **Clarification issues by UIDAI** |
| --- | --- | --- | --- | --- |
| 1 | Part II(V) / 24 | Extension of Contract:  The Contract may be extended by a period of one plus one year (up to 2 years on ‘year on year’ basis or part thereof), at same terms & conditions of the Contract including commercials, subject to satisfactory performance by the Service Provider and acceptance of both the parties. However, if the extension is exercised them the extended value of the contract cannot exceed 50% of the original order quantity i.e. 50 % of the total quantity ordered for 3 initial years. Note: Performance of the Service Provider shall be considered as "satisfactory" for extension of the Contract ONLY if "Total SLA penalty" levied during Contract period does not exceed 12% of the total Contract value executed at the time of consideration of the extension of the Contract. | We suggest to have Inflation of 6% shall be applicable from year 2 onwards or Contract price shall remain fixed for 1st Year and 6% escalation on YoY basis. (Details in Price Bid format). | As per RFP |
| 2 | Section V Part 1 / 98 | Penalty: Total SLA penalty applicable shall be capped at 20% of the invoice value. In case, the SLA penalty levied on any Service Provider exceeds 20% of the invoice value for 3 consecutive months, UIDAI shall have the discretion of terminating the Contract and getting the work done by any other agency. In the event of UIDAI terminates the contract in whole or in part or after exercising Clause 2.9 of GCC, UIDAI may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the supplier and the supplier shall be liable to UIDAI for the extra expenditure, if any, incurred by UIDAI for arranging such procurement. Unless otherwise instructed by UIDAI, the supplier shall continue to perform the contract to the extent not terminated. | We suggest overall penalties to be capped at 10% | As per RFP |
| 3 | 2.7 / 126 | Force Majeure  For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, pandemic/epidemic, storm, flood, currency restrictions, insurrection and civil commotion, acts of terrorism or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or resources, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. | We propose to add "Pandemic" in the definition of Force Majeure and the below clause  In situations like lock down of the Cities / Towns (experienced in Covid 19 periods), or any other similar unforeseen situations, where the Service Provider, in order to restore operations, plan working from home or make special arrangements to service from office, the Customer agrees to bear such additional costs to hire computers, other infrastructure, bear / reimburse additional transport costs etc. | As per RFP |
| 4 | 3.6 / 132 | Inspection and Auditing a) The Service Provider shall: (i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and periodically permit the Purchaser or its designated representative and / or the Purchaser, and upto five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the Service Provider. b) The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider’s premises and / or locations, facilities, or point of delivery of services performed under this Contract. c) The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider. d) If a third party audit is conducted at the instance of Service Provider, the cost of audit will be borne by the Service Provider. | We suggest UIDAI to provide prior notice of 7 days to conduct an audit/Inspection | As per RFP |
| 5 | 3.7 / 133 | Sub- contracting The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the Purchaser | We suggest to relax this clause giving Conneqt the right to Subcontract this agreement to any of its Affiliates, subsidiaries or group entities with notice. | As per RFP |
| 6 | 3.13 / 134 | Assignment The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract. | We suggest to relax this clause giving Conneqt the right to Assign this agreement to any of its Affiliates, subsidiaries or group entities with notice. | As per RFP |
| 7 | 6.3 / 136 | Terms of Payment The payments in respect of the Services shall be made as follows: a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on ‘Calendar month’ basis’’ along with the penalties in line with SLAs/KPIs mentioned in Section–V. The selected vendors may submit their monthly bill by the 10th day of the next month which will be paid within 45 days of submission of the bill. | We suggest purchaser to make the payment to service provider within 30 days from the date of submission of Invoice | As per RFP |
| 8 | 9 / 139 | LIQUIDATED DAMAGES The parties hereby agree that due to negligence of act of Service Provider, if UIDAI suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Service Provider shall agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages for services under this Contract shall not exceed the total Contract Price . | We suggest to delete liquidated damages in the entire process as and where mentioned and applicable | As per RFP |
| 9 | 11.1 / 141 | Limitation of Liability Except in case of gross negligence or willful misconduct: ((c) The aggregate liability of the Service Provider to UIDAI whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify UIDAI with respect to patent infringement or any third party claims. (d) UIDAI shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of Contract as per Clause 2.2 of GC of this Contract. | We suggest to replace the either parties aggregate liability under this Contract shall be in no event exceed the amount specified in the Contract Price with the following stated below:  Notwithstanding anything contained in this Agreement, Conneqt’s liability to the other party for damages, from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including proven negligence, shall be limited to the actual amount billed by Service Provider to customer in the two (2) calendar months prior to the cause of action first arose which are subject to proven. | As per RFP |
| 10 | 12.1(iii) / 159 | Indemnity (iii) The Service Provider shall at all times indemnify and keep indemnified UIDAI against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract. (iv) The Service Provider shall at all times indemnify and keep indemnified UIDAI 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 Service Provider (v) The Service Provider shall at all times indemnify and keep indemnified UIDAI against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like. (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract. | We suggest Indemnity clause to be mutual and indemnity shall survive for a period of 2 years post the termination or expiry of the Contract. | As per RFP |
| 11 | 35 / III. PHYSICAL AND INFORMATION SECURITY | Review of Physical and information/data security controls at the site of operation. The Service Providers are required to provide the detailed list of information, data and physical security controls that are deployed at the Service Provider’s contact center sites (with at least one of the sites being the one that is proposed by the Service Provider for UIDAI operations). The Service Providers are also required to provide a copy of all available data, information and physical security related certifications including DSCI, BS10012, etc   Some of the prominent security features may include   Physical Security: Round the clock Security Guards; CCTV camera with hours of recording saved / Archived; Restricted physical entry (e.g. biometric Access based) in premises entry; and Employee Verification Data Security Information security measures like no USB/Mobile access on floor, etc. | Please suggest if the mentioned certificates (DSCI, BS10012) are must or if we can submit similar level of certificates. | As per RFP |
| 12 | 53 / 3 - Resource on boarding | Resident Service Executive (RSE) (Voice). Must be graduate or higher in any discipline | Would propose undergraduates for vernacular languages. | As per RFP |
| 13 | 61 / For Escalations | RESOURCE ON-BOARDING For Escalations: Escalation Desk Executive (Voice) | We propose for a dedicated VDN and escalation desk. | As per RFP |
| 14 | 47 / 7. Escalation call answering | a) Team Leader: Escalation calls must be answered within 2 minutes of Resident request by the Team Leader. b) Assistant Manager: Escalation calls must be answered within 2 minutes of Resident request by the Assistant Manager in case if Team Leaders are not available to attend call. | We propose for a dedicated escalation desk / VDN | As per RFP |
| 15 | 43 / 1. BUSINESS SERVICES | The selected Service Provider may setup at most 3 service delivery centers across India for providing services | We propose additional 2 locations, considering language wise accessibility | As per RFP |
| 16 | - / - | Others | There are 11 count of SLA & other parameters on which penalty is applicable, we request UIDAI to provision for Rewards too. | As per RFP |
| 17 | 51 / 2. Soft/Hard phone | The selected Service Provider is required to provide Avaya One-X Agent soft/hard phone. The selected Service Provider has to procure the Avaya One-X Agent licenses in the name of UIDAI. (The one-X agent licenses are returnable after the expiry of the Contract, the selected Service Provider will be required to co- ordinate with Avaya for this process) to be installed at both UIDAI’s Data Centers. | Do we need to procure Avaya One-x Agent licenses OR RSE can login through Avaya One-x Communicator (Which is free of cost) | Currently, RSE may login through Avaya One-X communicator which is free of cost.  However as and when Avaya One-X agent soft/hard phone licenses will be required for operational purpose the cost towards the procurement of said licenses will have to be borne by the selected service provider. License should be procured within 30 days from the date of intimation / communication from UIDAI. |
| 18 | / 51 | Infrastructure & Technology | mentioned and reference to the discussion on the Pre Bid, ned clarification on point**; Infrastructure & Technology Page No: 51.** Please suggest of bidder need to procure Avaya Licenses or UIDAI will cover the same. | Currently, RSE may login through Avaya One-X communicator which is free of cost.  However as and when Avaya One-X agent soft/hard phone licenses will be required for operational purpose the cost towards the procurement of said licenses will have to be borne by the selected service provider. License should be procured within 30 days from the date of intimation / communication from UIDAI. |
| 19 | / 100 | Service Level Parameters; One Time parameter Point No1 | As per the clause; Service Level Parameters; One Time parameter Point No1, page no: 100. Relaxation to be given from 30 days to 75-90 days as procuring MPLS and IT infra readiness needs 8-9 weeks of time. So practically it is difficult to get the same ready in 30 days. Need to re-evaluate the timeline. | Go-Live timelines are relaxed from 30 days to 45 days of time.  ( May please refer issued corrigendum) |
| 20 | / 70 | Training; New Hire Training | As per clause; Training; New Hire Training; Page No 70. It is mentioned all the new hires including Support staff/ Manager & Senior manager need to undergo Certification, should be re-considered. Exemptions to be given to Support staff/ Manager & Senior Manager in certification process. We have already covered them with Six sigma certifications. | As per RFP |
| 21 | / 40 | Allocation of Volumes | Kindly confirm when we are bidding on GeM, the lump sum value will include the cost of Inbound, Outbound, Email & Chat as per volumes mentioned in RFP under Allocation of Volumes Page No: 40 ; inclusive of all taxes.  Also please confirm if the value of the project to be calculated for 100% (L1&L2) as mentioned in GeM: “Custom Bid For Services - RFP For Operating Contact Centers Of UIDAI(Lumpsum Cost Of Service In Totality)” | Bidder must quote for Cost per connect minute including GST , in GeM Portal.  However, the same must have to be submitted as a part of Financial Bid ( as defined in Annexure-II) of RFP. The vol given on Page 40 of RFP are just mere projections based on past experience/ trend and may vary in actual.  It is also clarified that Rate for handling of Emails and Chat will be on per connect minute basis.  The rate for every Resident inquiry/ grievance through email or Chat attended by the contact center and logged in the CRM system will be the same as the rate quoted by the Bidder for Two and half times (2.5) connect minutes. ( May please refer Annexure-II of RFP, Page 151) |
| 22 | / 11 | Historical Volumes | Please provide last three to six months hourly and daily trend of calls to correctly estimate required manpower. | Please refer Part - II of Section - II of RFP, Historical volumes; monthly data is already shared in the RFP. |
| 23 | / 150 | Financial Bid Form | We request you to add/provide Minimum Volume Guarantee for monthly billing in commercial format. | As per RFP |
| 24 | Section V / 98 | Total SLA penalty applicable shall be capped at 20% of the invoice value | We request you to cap SLA penalty to 3% of the Invoice Value. | As per RFP |
| 25 | SECTION-IV: SCOPE OF WORK, PART-I: DESCRIPTION OF SERVICES, Clause No. 2 INFRASTRUCTURE & TECHNOLOGY, Details of workstation configuration and other arrangements needed to be provided by the selected Service Provider, Point No. 2 / 51 | **Soft/Hard phone:**   The selected Service Provider is required to provide Avaya One-X Agent soft/hard phone. The selected Service Provider has to procure the Avaya One-X Agent licenses in the name of UIDAI.  (The one-X agent licenses are returnable after the expiry of the  Contract, the selected Service Provider will be required to co ordinate with Avaya for this process) to be installed at both UIDAI’s  Data Centers. | Please confirm if our understanding is correct -   There is Avaya free version available for inbound calls.  Also, We would request you to please share any standardized rate of Outbound license and Email licenses. | Currently, RSE may login through Avaya One-X communicator which is free of cost.  However as and when Avaya One-X agent soft/hard phone licenses will be required for operational purpose the cost towards the procurement of said licenses will have to be borne by the selected service provider. License should be procured within 30 days from the date of intimation / communication from UIDAI. |
| 26 | Section 2, Clause I. PAST EXPERIENCE OF THE COMPANY (20 Marks), Point No. 3 / 33 | Number of operational domestic contact center seats across all sites in India: >= 3000 - 20 Marks >=2500 but <3000 - 17 Marks >=2000 but <2500 - 14 Marks | We appreciate UIDAI for providing an opportunity to DIPP recognized Startups for participants in this tender somehow we request the department some relaxation on this Point up to 1500 seats.   OR  We would request you to please consider the number of Agents apart from the Seats | As per RFP |
| 27 | GEM Price offer Page / -- | Custom Bid For Services - RFP For Operating Contact Centers Of UIDAI(Lump sum Cost Of Service In Totality) | Please confirm if our understanding is correct -   On Gem we have to quote per connect minute basis including GST and excluding GST in the hard copy submission in the separate envelope named Financial Bid. | Yes, Cost per connect minute including GST has to be quoted by bidder in Gem Portal.  However, the same must have to be submitted as a part of Financial Bid ( as defined in Annexure-II) of RFP |
| 28 | 2 / 31 | Eligibility criteria mentioned at Sl. No 3 and 4 in table above are relaxed for MSEs and Startups subject to their meeting of quality and technical specifications. | Considering the magnitude of tender, request the department to not give exemption on Technical Qualification criteria’s to both listed & non-listed organizations under MSE & Startups regulation, so as to ensure no compromise on quality of services rendered to honorable Department. | As per RFP |
| 29 | 2 / 28 | The Bidder must have at least 3 years of experience in domestic call center in delivering inbound, outbound, email or chat services as on 31.01.2023. | Considering the magnitude of tender, we request the Department to modify the criteria as below: "The bidder must have been in call centre operations for atleast 10 years as on bid release date" | As per RFP |
| 30 | 4 / 28 | The Bidder must have successfully “completed” OR “completed part of the ongoing project” including contact center & back-end services for voice, email / chat, etc. during last 5 years of the following values as on 31.01.2023: - At least one project of value not less than Rs 85 Crore ; OR - At least two projects of values not less than Rs 53 Crore each; OR - At least three projects of value not less than Rs 43 Crore each | Considering that Average Annual Turnover criteria is mentioned as 53.50 Crores, so project value should be in sync with same. We request the criteria to be modified as below:- "The Bidder must have successfully “completed” OR “completed part of the ongoing project” including contact center & back-end services for voice,email / chat, etc. during last 5 years of the following values as on 31.01.2023: - At least one project of value not less than Rs 50 Crore ; OR - At least two projects of values not less than Rs 30 Crore each; OR - At least three projects of value not less than Rs 20 Crore each" | As per RFP |
| 31 | 2 / 48 | UIDAI shall provide access to UIDAI’s applications to the selected Service Provider via MPLS links from UIDAI’s Data Centers (DC). In case of failure of the Service Provider to meet such parameters, a penalty at the rate of 1% of invoice value of last 6 months from the date of such detection will be levied without assigning any reason to Service Provider apart from the monthly capping of penalty which should be rectified within a period of 60 days from the date of issue of notification to CCF by UIDAI. In case of failure to comply, the services of CCF are liable to be terminated. | Clause states that penalty will be levied on last 6 months invoice value, ideally in case of downtime in technology; penalty should be on affected months invoice. Kindly consider. | As per RFP |
| 32 | 2 / 48 | Appropriate network firewalls should adhere to UIDAI IS guidelines. | Kindly share UIDAI IS guidelines for procurement of required network devices. | shall be shared with selected service provider |
| 33 | 2 / 48 | All network devices used for UIDAI ecosystem shall be monitored by UIDAI monitoring tool. | Kindly share UIDAI network monitoring tool details. | shall be shared with selected service provider |
| 34 | 2 / 48 | Deployment of dedicated MPLS Link \* \* Required bandwidth per user will be around 512 Kbps for CRM-CCM Access for each user. | Kindly share CRM-CCM platform details. | shall be shared with selected service provider |
| 35 | 10 / 95 | All staff shall sign a confidentiality agreement. The format of the agreement may be decided by UIDAI. | Kindly share copy of confidentiality agreement of UIDAI which will be signed by each employee | shall be shared with selected service provider |
| 36 | 14 / 95 | Only licensed IP phones shall be installed in the contact center infrastructure. | Point 2 of page 57 states Avaya One-X soft phone is required, however point 14 on page 105 states only licensed IP phone shall be installed in Comtact Centre Infrastructure. Please clarify. | UIDAI uses Avaya as CCM technology.  Currently, RSE may login through Avaya One-X communicator which is free of cost.  However as and when Avaya One-X agent soft/hard phone licenses will be required for operational purpose the cost towards the procurement of said licenses will have to be borne by the selected service provider. License should be procured within 30 days from the date of intimation / communication from UIDAI. |
| 37 | VII / 25 | Amount of EMD is Rs.3.22 Crore (Rupees Three Crore and Twenty Two lakhs only) | Considering that Average Annual Turnover criteria is mentioned as 53.50 Crores, so request the EMD value to be reduced accordingly | As per RFP |
| 38 | 1 / 100 | Commencement of Services (Go-Live) Delay of every 1 day from 30th day from the date of signing the Contract between the Purchaser and the Service Provider Rupees 50,000 per day of delay.  Capped at maximum of Rupees 20 Lakh. | Penalty of Rs 50,000/- per day of delay is too steep, so request the honorable department to cap it at Rs. 5,000/- per day. | As per RFP |
| 39 | 2 / 100 | First cut. Submission of performance dashboard The first cut of the performance dashboard shall be prepared and submitted to UIDAI for review and feedback. Rupees 15,000 per day of delay. No Maximum Cap. | Request for the penalty to be capped at Rs. 15,000/- | As per RFP |
| 40 | 3 / 101 | Final Submission of performance dashboard Final performance dashboard with due incorporation of any changes suggested by UIDAI. >30 calendar days from the date of suggestions received from UIDAI. Rupees 15,000 per day of delay. No Maximum Cap. | Request for the penalty to be capped at Rs. 15,000/- | As per RFP |
| 41 | 4 / 101 | Submission of training module & test process > 30 calendar days from the date of signing of Contract Rupees 15,000 per day of delay. No Maximum Cap | Request for the penalty to be capped at Rs. 15,000/- | As per RFP |
| 42 | 5 / 101-102 | Final submission of training module & test process. > 15 calendar days from the date of signing of Contract Rupees 15,000 per day of delay. No Maximum Cap | Request for the penalty to be capped at Rs. 15,000/- | As per RFP |
| 43 | 2(2.1 to 2.15) / 103-114 | Penalty | Request the overall combined penalty for all the parameters to be capped at maximum of 5% of invoice value. | As per RFP |
| 44 | 1(1.1 to 1.2) / 115-116 | Penalty | Request the overall combined penalty for all the parameters to be capped at maximum of 2% of invoice value. | As per RFP |
| 45 | 2. a & b / 117-120 | a. CALL ABANDONED RATE b. SERVICE LEVEL% (SL %) | Request the overall combined penalty for all the parameters to be capped at maximum of 2% of invoice value. | As per RFP |

**Representation received on GEM Portal**

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| **RFP Clause** | **Clarification sought by the bidder** | **Clarification given by UIDAI** |
| Bid Eligibility Criteria | Considering the magnitude of tender, we request the Department to modify the criteria as below: "The bidder must have been in call centre operations for atleast 10 years as on bid release date" | As per RFP |
| Other | Requesting you to kindly clarify the below points:- 1. Any specific location? 2. What is the headcount of agents you are looking for? 3. Are the support staff billable separately? 4. Is there a specific count for all the languages like 10 for Marathi, 50 for Hindi etc. | 1. As per RFP 2. Defined in the RFP 3. Vendor has to quote for “per connect minute“  Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder in connect minute price, no separate cost for anything shall be borne by UIDAI. 4. May please refer RFP |

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| **Sl. No.** | **Reference Page no. in RFP** | **Reference clause no. in RFP** | **For Existing provisions in RFP** | **Read As** |
| --- | --- | --- | --- | --- |
| **1.** | **100** | SECTION-V: SERVICE LEVEL AGREEMENTS, KPIs, WAIVER AND COMPENSATIONS  PART-I: SERVICE LEVEL AGREEMENTS (SLAs)  1. ONE TIME SLA PARAMETERS  Page no. 100 of RFP | Measurement Criteria : Within 30 days from the date of signing the Contract between the Purchaser and the Service Provider  Timeline : Within 30 days (including 30th Day) from the date of signing the Contract between the Purchaser and the Service Provider  Delay of every 1 day from 30th day from the date of signing the Contract between the Purchaser and the Service Provider | **May be read as**  Measurement Criteria : Within 45 days from the date of signing the Contract between the Purchaser and the Service Provider  Timeline : Within 45 days (including 45th Day) from the date of signing the Contract between the Purchaser and the Service Provider  Delay of every 1 day from 45th day from the date of signing the Contract between the Purchaser and the Service Provider |
| **2.** | **1-179** | Penalty Clause ( wherever applicable) | **It is clarified that the % of penalty wherever mentioned in RFP shall be calculated on Monthly invoice value exclusive of GST** | |