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Ministry of Electronics & Information Technology (MeitY)

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Date: 12.10.2017

Reference : F.No. 4(4)/57/51/338/2017/E&U

Consolidated Clarification to Queries "RFE for Audit & Inspection of Aadhaar Enrolment Centers"

Sr. No.	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought	Response / Clarification
1	Section 1	2. Experience	20	Certificates from the company Secretary	Can this be a practising company secretary	Yes
2	Section III	Scope of work	31	6. UIDAI at any point of time during the contract may update/modify parameters of audit & inspect report.	Hope there would be only one or two parameters required to be modified "during the physical visit" is being conducted at a center .	Any variation will be within the broad classification of parameters of audit inspect report given in SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK, Clause 7
3	Section III	Scope of work	31	6. UIDAI at any point of time during the contract may update/modify parameters of audit & inspect report.	Hope once the final report has been submitted for a particular center and if UIDAI decides to modify the scope the inspection/ re-vist to all such centers would be billable as fresh audit	Any variation will be within the broad classification of parameters of audit inspect report given in SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK, Clause 7

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4	Section IV	Appendix	62	Appendix A	What are the dates to be mentioned on the annexures	Date in Appendix A para 1 would be date of signing the agreement with the successful bidder. Date in para 2 should be read as : F.No. 4(4)/57/51/338/2017/E&U, dated : 25th Sept, 2017
5	Section 1	Procedure for Submission of Online Bids on CPP Portal	11	3.Procedure for Submission of Online Bids on CPP Portal	The space to upload the documents is not enough , the digital signature itself is of 2mb and all documents have to be digotally signed , hence increasing the file size	Bidder may go through the instructions / help on the CPP portal.
6	Section III	Service level agreement	33	In case of priority/ Fast Track audit & inspection,	What would be the frequency of the fasttrack cases to be shared with the agency once a month / twice a month etc..	Refer SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK, Clause 5.
7	Section II	2 - Bid Prices	17	Submission of bids	How to quote the commercials , in row 13 (including both 1.1 & 1.2) or that has to be left blank and 1.1 and 1.2 have to be given seperately	Total in figures to be provided in row 13
8	Section III	Scope of work	31	Scope of work	Does the 10,000 enrolment centers mentioned here include banks , post offices , Camps & permanent	Successful Bidders will be provided list of enrolment centers to be audited and inspected as per requirement of UIDAI.
9	Section I	5. Procedure for Submission of Online Bids on CPP Portal	14	Assistance to bidders	Is there a fees for us to utilize the services for technical support , as they have requested for a fees of INR 4000	Bidder may go through the instructions / help on the CPP portal.
10	General	NA	NA	Evaluation of Pre-Qualification Bids	Our Overall Company Revenue is more than 400 Cr. out of which Revenue from BGV division is approx. 5 Cr.	Clause is clear. Please refer to Phase I: Evaluation of Pre-Qualification Bids, Clause 2.

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11	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase I: Evaluation of Pre-Qualification Bids Point #2	21	Company Shall have turnover of Rs. 25 Crore (Rupees Twenty Five Crore Only) from the Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India , during the each of the previous three (3) financial years (2014-2015, 2015-2016 and 2016-2017)	Request you to kindly amend the clause to bring more clarity on the nature of Audit acceptable. a. Company Shall have turnover of Rs. 25 Crore (Rupees Twenty Five Crore Only) from the Audit (IT/Financial/Security/or any other) / Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India , during the each of the previous three (3) financial years (2014-2015, 2015-2016 and 2016-2017) b. Considering UIDAI's major focus by this RFE is on Quality, it is suggested to keep turnover benchmark bit higher (Minimum Rs. 50 Crore) so that quality proposals from the experienced firms is received by UIDAI.	Clause is clear.
12	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase I: Evaluation of Pre-Qualification Bids Point #4	21	Geographical Presence	Request you to kindly accept Certificates from Authorised Signatory of the firm. Kindly amend the clause.	Clause is clear.

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13	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase I: Evaluation of Pre-Qualification Bids Point #5	22	Man power availability	Request you to kindly accept Certificates from Authorised Signatory of the firm. Kindly amend the clause.	Clause is clear.
14	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase I: Evaluation of Pre-Qualification Bids Point #6	22	Blacklisting	Request you to kindly accept Certificates from Authorised Signatory of the firm. Kindly amend the clause.	Clause is clear.
15	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase I: Evaluation of Pre-Qualification Bids Point #5	22	Company shall have at least 200 full time employees in its payroll with atleast 10 full time employees doing field verification work for the past one year from last date of Bid submission.	Request you to kindly amend the clause to Company shall have at least 200 full time employees in its payroll with atleast 10 full time employees doing field verification work/Field Survey/IT Inspection/IT Audit for the past one year from last date of Bid submission.	Clause is clear.

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16	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase II: Evaluation of Technical Bids Point #1	23	Average Turnover from Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India, in last 3 years (2014-15, 2015-16, 2016-17) 25- 35 Cr : 10 marks 35 – 45 Cr : 15 marks 45 Cr or more : 20 marks	Request you to kindly amend the clause to bring more clarity on the nature of Audit acceptable. a. Average Turnover from Audit (IT/Financial/Security/or any other) Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India, in last 3 years (2014-15, 2015-16, 2016-17) 25- 35 Cr : 10 marks 35 – 45 Cr : 15 marks 45 Cr or more : 20 marks b. Referencing clarification sought in 1.b, Kindly amend it as 50- 75 Cr : 10 marks 75 – 100 Cr : 15 marks 100 Cr or more : 20 marks	Clause is clear.
17	SECTION II – Instructions to Bid	10. Criteria for Evaluation of Bids - Phase II: Evaluation of Technical Bids Point #2	23	Number of Employees on Company's payroll doing field verification work for the past one year from last date of Bid submission 10 to 50: 5 marks 51 to 100: 10 marks 101 to 150: 15 marks 151 and above: 20 marks	Request you to kindly amend the clause as Number of Employees on Company's payroll doing field verification work/Field Survey/IT Inspection/IT Audit for the past one year from last date of Bid submission 10 to 50: 5 marks 51 to 100: 10 marks 101 to 150: 15 marks 151 and above: 20 marks	Clause is clear.

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18	SECTION IV – General Conditions of Contract	4. Empanelled bidder Personnel 4.1 General	47	(a) The Empanelled Agencies shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work.	Request you to kindly amend the clause by mentioning minimum level of qualification & experience of the personnel. Resource with Graduation degree in any stream with atleast 1 year of working experience should be minimum qualification of the personnel.	Clause is clear.
19	SECTION IV – General Conditions of Contract	4. Empanelled bidder Personnel 4.2 Project Manager	47	a) The Service Provider shall ensure that always during the Service Provider's performance of the Services, a „Project Manager“, acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.	Request you to kindly clarify - 1. Minimum level of qualification & experience of the Project Manager? 2. One Project Manager may not be adequate wrt to monitor & take charge of the performance of Services. Atleast 3 Project Managers should be deployed. 3. Will Project Managers work onsite or offsite?	Clause is clear.
20	SECTION IV – General Conditions of Contract	6. PAYMENTS TO THE BIDDER 6.3 Terms of Payment	48	(a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on "Quarterly basis".	Request you to kindly amend the clause as (a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on " Monthly basis ".	Clause is clear.

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21	SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK	Scope of Work	31	<p>1. All Empanelled agencies</p> <p>c. Shall nominate atleast 2 auditors per enrolment centre out of which 1 auditor shall be on the payroll of empanelled agency.</p>	Request you to kindly clarify - 1. Nomination of atleast 2 auditors per enrolment centre - It is likely to have common auditors nominated for few enrolment centre. It would be very difficult to have different auditors for different enrolment centres.	The same set of 2 auditors may audit and inspect multiple enrolment center.
22	SECTION V – Annexure – Standard Forms	PRE-QUAL FORM-1: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM	54	We hereby declare that we are submitting our Proposal as a single bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.	Considering the nature and volume of work, request you to kindly allow consortiums.	Clause is clear.
23	SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK	Scope of Work Point #10	32	All the Audit & Inspection report shall be submitted in hard as well as soft copy (Pen Drive). Photographs and video shall be submitted in soft copy.	Considering the nature and volume of work, request you to kindly accept Audit & Inspection report of enrolment centre in soft copy only . However, monthly report summarizing month's work along with necessary inputs/observations from firm can be asked in hard copy.	Clause is clear.

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24	SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK	Scope of Work Point #2	31	Enrolment centres to be audited by empanelled agency will be selected on sample basis by UIDAI and list will be shared with empanelled agencies.	Request you to kindly clarify following points as clarification will have impact on the financial proposal - 1. What would be ratio of enrolment centres in Urban Areas & enrolment centres in Rural Areas? 2. Whether enrolment centres will be PEC or Mobile Enrolment Centres or both? Incise of both, what would be ratio? 3. As List of centres to be audited & inspected in a month will be shared by UIDAI, Can selected bidder conduct due diligence and inform UIDAI about challenges with those enrolment centre where inspection is not possible. If Yes, is there any acceptable limit (%) by UIDAI for these EC not accepted by selected bidders to conduct inspections?	Clause is clear. Successful Bidders will be provided list of enrolment centers to be audited and inspected as per requirement of UIDAI.
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25	SECTION IV – General Conditions of Contract	3.3 Confidentiality	45	Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	Request to kindly have a definitive period of confidentiality as against perpetual confidentiality obligation.	Clause is clear.
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26	SECTION IV – General Conditions of Contract	3.4 Accounting, Inspection and Auditing	45	The Bidder a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP/contract, 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 b) with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make	Request you to amend the clause as Bidder can provide UIDAI or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Firm’s premises.	Clause is clear.
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				copies thereof, as well as to have them audited by auditors appointed by the "Purchaser", if so required by the "Purchaser" as the case may be		
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27	SECTION IV – General Conditions of Contract	3.1 General	45	<p>a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Purchaser”</p> <p>b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees (“Software Vendor Materials”) shall remain the property of the Bidder. Bidder grants the Purchaser a non exclusive, non</p>	<p>Request you to kindly delete this clause as it is not applicable in context of this RFE & nature of work.</p> <p>Bidder should be allow to use the methodology or the Material underlying it for other engagements, as long as bidder do not use or disclose UIDAI's confidential or pre-existing proprietary information.</p>	Clause is clear.
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			transferable, worldwide, perpetual, irrevocable, paid up license to use the Software Vendor Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Contract.		
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28	SECTION IV – General Conditions of Contract	1.9 Limitation of Liability	37	Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser: a. For any indirect or consequential loss or damage; and; b. For any direct loss or damage that exceeds i. The Contract Value, or ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii)	Request you to kindly delete this clause as it is not applicable in context of this RFE & nature of work. Moreover, Payment deductions against breach of SLA is explicitly mentioned in RFE.	Clause is clear.
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			<p>is higher.</p> <p>2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.</p>		
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29	General	Bid Submission Date	NA		Request you to kindly extend proposal submission deadline by 2 working weeks. As next few days have festival holidays, arranging required certificates/credentials etc. may take time.	No Change
30	Section III	Scope of Work Point 1 (c)	31	Shall nominate atleast 2 auditors per enrolment center out of which 1 auditor shall be on the payroll of empaneled agency.	Minimum employees to be deployed for audit at 1 centre, however we are aware one has to be employee of the company.	Clause is clear.
31	General	NA	NA	NA	Any exception on TAT for north east cases/disturbed areas	Clause is clear.