

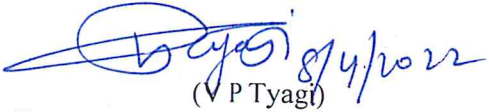
**F. No. HQ-24/5/2021-TECH-II-HQ**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI)**  
**Ministry of Electronics & Information Technology (MeitY)**  
**GOVERNMENT OF INDIA,**  
**NEW DELHI**

Dated: 08.04.2022

**Clarification/Corrigendum/Addendum to SDA RFE**

Reference is invited to the SDA RFE published on CPP Portal along with NIT on 03.03.2022 vide Tender ID-2022\_DIT\_676640\_1.

2. As per schedule mentioned in SDA RFE and NIT, a pre-bid Meeting was scheduled on 21.03.2022 through VC and certain queries have been received to UIDAI through emails.
3. In view of the foregoing, various clarifications/corrigendum/addendum as per the Annexure is attached herewith.
4. This issues with the approval of the Competent Authority.

  
(V P Tyagi)  
Deputy Director (Tech -II.)  
UIDAI HQ, DELHI

Enclosure : As stated

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## Corrigendum I: Pre-bid queries with UIDAI response and additional changes incorporated by UIDAI in the RFE

Srl. No.	Page no. of the RFE Document	Clause Heading	Clause Description	Query	UIDAI Response
1	11	Tier – 1, Project -1 (Name of the Project/Solution)	Technology used	Maximum 5 marks has been allotted for Technology used but in bifurcation given below markings for technology has not been mentioned	The distribution of marks is already given.
2	14	Technology Matrix	The evaluation committee shall evaluate the projects with special emphasis on use of following 'Technology Matrix: -	Please confirm marks for technologies used in the previous executed projects	For this please refer to Table at Annexure- 'C'
3	10	26. Technical Evaluations.	(ii) 03 numbers of Project Citations for Tier 1 & 01 Project Citation for Tier 2 (20 marks) each for Tier I and 60 marks for Tier II). Successfully completed services similar to those as defined in the scope of work having a minimum project value per project of INR 50 Lakh for- 1. 3 to 5 projects - 5 marks 2. 6 to 8 projects - 10 marks 3. 9 or more projects - 15 marks	We would request if the bidder can get markings as under: Successfully completed services similar to those as defined in the scope of work having a minimum project value per project of INR 50 Lakh for- 1. 3 to 5 projects - 10 marks 2. 6 to 8 projects - 12 marks 3. 9 or more projects - 15 marks if the scores for 3-5 projects can be increased	The revised marking shall be as under:- 1. 3 to 5 projects - 10 marks 2. 6 to 8 projects - 12 marks 3. 9 or more projects - 15 marks
4	15	27. Final Technical Evaluation	Sum total of marks obtained for three & one project(s) for Tier 1 & Tier 2 respectively (as above), and presentation will be compiled for each agency.	As per page no.10 Technical evaluations Point no.ii .you have mentioned 15 marks for 9 projects but here it is written that final technical evaluation will be done on basis of 3 project references .Please confirm marks allocation	No change
5	15	27. Final Technical Evaluation	Presentation	Please confirm if the cut off of 50 marks for final technical evaluation includes scores obtained in presentation	Confirmed
6	General	General	General	Please confirm in which format we have to provide our proposal	As per various tables & annexures provided in the RFE
7	48	Annexure- 'E' (Refer Para 16) Format - NON-DISCLOSURE AGREEMENT	Annexure- 'E' (Refer Para 16) Format - NON-DISCLOSURE AGREEMENT	Please confirm if we need to provide this at the time of empanelment process or final tender	NDA is to be provided as part of bid submission at the time of empanelment. Refer Para 16 of RFE.
8	17	Section –III: Post Empanelment, Proposed SDA Selection/Evaluation Methodology for allocation of work	Section –III: Post Empanelment, Proposed SDA Selection/Evaluation Methodology for allocation of work	We assume that this evaluation for allocation of work will be done after selection of empanelled agency through this RFE process.Please confirm	Confirmed
9	General	General	General	Please confirm if we need to provide CVs of the resources at this stage of empanelment	No CVs required at this stage
10	19	(i) Technical Evaluation	#Average Score of the Proposed Team in the Online Platform test	Please confirm when this online platform test will be conducted	Post empanelment for Selection/Evaluation for allocation of work.
11	4	Page No. 4 – Clause 6	The empanelled agencies shall provide high quality technical resources and Software development services.	Kindly confirm which point is correct from the following:  Point 1- Empanelled agencies will provide / deploy resources onsite and UIDAI team will utilize those to complete the projects.  OR Point 2- UIDAI will assign the project to agency on turnkey basis and agency will complete the project by its own resources.	Please refer two SDA Engagement Models at para 32 of the RFE.
12	11	Page No. 11 – (b) Project Citation Evaluation – Point A	Previous experience in Software projects - Interested Agency shall submit details of (3 for Tier 1 & 01 for Tier 2) innovative projects which they have undertaken in the technical bid. All these projects should have gone live or should have been in last 5 (five) years ending on 31.12.2021.	In this clause you are asking for project experience during last 5 years and just above in point (a) . Projects Execution experience evaluation, you are asking for projects during last 3 years i.e. 1/4/2018 to 31/12/2021. Please clarify that which clause we should consider. Our submission is to kindly consider projects during last 5 years so that maximum interested bidders can participate in the bid.	The pre-Qualification criteria at Srl. No.7 in Table on Pg 7-8 is different then mentioned here. It is for agencies to cite best of projects executed by them as per requirement of the RFE.



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13	3	4. Term of Empanelment.	4.1 The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month.	4.1 The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI mutually agreed terms, through a written notice of at least one month.	No change
14	6	SECTION II – Instructions to interested Agencies	14. The bid shall remain valid for 180 (one hundred and eighty) days after the last date of submission of bid. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. All pages of the bid being submitted must be legible, signed and sequentially numbered by the interested agencies before uploading.	14. The bid shall remain valid for <del>180 (one hundred and eighty)</del> 90 days after the last date of submission of bid. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. All pages of the bid being submitted must be legible, signed and sequentially numbered by the interested agencies before uploading.	No change
15	6	SECTION II – Instructions to interested Agencies	15. Bid Security Declaration. The SDAs need to provide a 'Bid Security Declaration' as under: - "If we withdraw or modify the bid during the period of validity, or if finally shortlisted for the empanelment and we fail to sign the Empanelment Contract, or fail to submit the Empanelment Security Deposit of (Rs. 05 lakh for Tier 1 and 01 lac for Tier 2) or withdraw or fail or refuse to sign the contract, before the deadline defined in the 'notification for empanelment', we may be suspended for the period of 3 (three) years from being eligible to submit any proposal/ bids for contracts with UIDAI"	15. Bid Security Declaration. The SDAs need to provide a 'Bid Security Declaration' as under: - "If we withdraw or modify the bid during the period of validity, or if finally shortlisted for the empanelment and we fail to sign the Empanelment Contract, or fail to submit the Empanelment Security Deposit of (Rs. 05 lakh for Tier 1 and 01 lac for Tier 2) or withdraw or fail or refuse to sign the contract, before the deadline defined in the 'notification for empanelment', we may be suspended for the period of 3 (three) years from being eligible to submit any proposal/ bids for contracts with UIDAI"	No change
16	7	SECTION II – Instructions to interested Agencies	21. All prospective Agencies requiring any clarification of the RFE Document may notify UIDAI in writing at the UIDAI's mail address indicated in the RFE. Any sub-agency's, contractors, sub contractors, joint-ventures, partnerships or consortiums shall not be allowed.	21. All prospective Agencies requiring any clarification of the RFE Document may notify UIDAI in writing at the UIDAI's mail address indicated in the RFE. Any sub-agency's, contractors, sub contractors, joint-ventures, partnerships or consortiums shall not be allowed.	No change
17	9	23. Prequalification Evaluations:	All documents bearing signature of Authorised signatory and stamp of the Company/ Partnership should be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to cancellation of the bid and blacklisting of agency for a minimum period of 3 (three) years from participating in UIDAI tenders/RFEs.	All documents bearing signature of Authorised signatory and stamp of the Company/ Partnership should be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to cancellation of the bid and blacklisting of agency for a minimum period of 3 (three) years from participating in UIDAI tenders/RFEs.	No change
18	16	Notification of Empanelment and Signing of Contract	31. Within 14 (fourteen) days of the receipt of Notification of empanelment from the UIDAI, but before the signing of the empanelment agreements, the successful Agencies shall furnish the Empanelment Security Deposit of Rs. 5,00,000.00/- (Rupees Five Lakhs only) for Tier 1 and Rs. 1,00,000.00/- (Rupees One Lakh only) for Tier 2 in form of irrevocable Bank Guarantee valid for two months beyond the period of empanelment. All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organisation or the concerned Ministry or Department will be exempted from submission of empanelment security deposit. In case finally selected SDA refuses to undertake the project work assigned due to any reasons, their empanelment will be cancelled along with forfeiture of empanelment security deposit.	31. Within 14 (fourteen) days of the receipt of Notification of empanelment from the UIDAI, but before the signing of the empanelment agreements, the successful Agencies shall furnish the Empanelment Security Deposit of Rs. 5,00,000.00/- (Rupees Five Lakhs only) for Tier 1 and Rs. 1,00,000.00/- (Rupees One Lakh only) for Tier 2 in form of irrevocable Bank Guarantee valid for two months beyond the period of empanelment. All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organisation or the concerned Ministry or Department will be exempted from submission of empanelment security deposit. In case finally selected SDA refuses to undertake the project work assigned due to any reasons, their empanelment will be cancelled along	No change

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19	29	36. Post On-Boarding; 7. Performance Management	The performance review of the 'Accepted' resources would be undertaken by the concerned ADG. If the performance is unsatisfactory, the same will be communicated to concerned SDA in writing so that deboarding process is initiated by SDA. In case the replacement is required, fresh on boarding process shall be initiated.	The performance review of the 'Accepted' resources would be undertaken by the concerned ADG. If the performance is <b>unsatisfactory</b> , the same will be communicated to concerned SDA in writing so that deboarding process is initiated by SDA. In case the replacement is required, fresh on boarding process shall be initiated.	No change
20	31	SECTION IV – 4. Limitation of Liability	4. Limitation of Liability - Except in case of gross negligence or willful misconduct: (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empanelled agency to pay liquidated damages to the Purchaser/ UIDAI; and (b) The aggregate liability of the empanelled agency to the Purchaser/ UIDAI, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Purchase Order price, provided that this limitation shall not apply to any obligation of the empanelled agency to indemnify the Purchaser with respect to patent infringement or in the case of breach of confidentiality.	Limitation of Liability - Except in case of gross negligence or willful misconduct: (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empanelled agency to pay liquidated damages to the Purchaser/ UIDAI; and (b) The aggregate liability of the empanelled agency to the Purchaser/ UIDAI, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Purchase Order price, provided that this limitation shall not apply to any obligation of the empanelled agency to indemnify the Purchaser with respect to patent infringement or in the case of breach of confidentiality.	No change
21	32	SECTION IV – General Conditions of Empanelment Contract	7. The empanelled agencies shall at all times indemnify and keep indemnified the UIDAI against all claims/damages etc. including any infringement of any IPR while providing its services under the project. All empanelled agencies shall sign a Non-Disclosure Agreement (NDA) with UIDAI and shall adhere to the Information Security (IS) policies of UIDAI. SDAs shall sign internal NDAs with resources being deployed with UIDAI.	7. The empanelled agencies shall at all times indemnify and keep indemnified the UIDAI against all actual, direct, reasonable, solely and proximately attributable claims/damages etc. arising out of including any infringement of any IPR while providing its services under the project. All empanelled agencies shall sign a Non-Disclosure Agreement (NDA) with UIDAI and shall adhere to the Information Security (IS) policies of UIDAI. SDAs shall sign internal NDAs with resources being deployed with UIDAI.	No change
22	32	SECTION IV – General Conditions of Empanelment Contract	8. In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency(s) for which the empanelled agencies will not raise any dispute, at any point of time. 9. Mere empanelment with UIDAI does not guarantee allocation of work. UIDAI shall have full rights to choose the best fit firm among the empanelled agencies for a specific work based on the techno commercial proposals. UIDAI may also empanel more agencies at its discretion or requirement in future.	8. In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency(s) for which the empanelled agencies will not raise any dispute, at any point of time. <b>Provided UIDAI gives thirty (30) days' cure period to remedy any non-compliance</b> 9. Mere empanelment with UIDAI does not guarantee allocation of work. UIDAI shall have full rights to choose the best fit firm among the empanelled agencies for a specific work based on the techno commercial proposals. UIDAI may also empanel more agencies at its discretion or requirement in future.	<b>Amended as "8.</b> In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency(s) for which the empanelled agencies will not raise any dispute, at any point of time. UIDAI shall give thirty (30) days' cure period to remedy any non-compliance, prior to invoking this provision. The agency will be required to make such payments as may be incurred and losses borne by UIDAI in getting such work done through any other agency as a result of unsatisfactory work on the part of the agency. The liability under this clause will be limited up to 10% (ten percent) of the total purchase order value.



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23	32	<b>SECTION IV – General Conditions of Empanelment Contract</b>	10. The UIDAI may terminate this empanelment as per its convenience or in case of the failure of performance of empanelled firm/Agency obligations under the Purchase order, insolvency/liquidation/ winding up of the empanelled agency, corrupt or fraudulent practices adopting by the Agency, Force Majeure or non-declaration of conflict of interest of the Agency with the assignment under the purchase order, with a 30 days notice period.	10. <del>The UIDAI</del> Either of the parties may terminate this empanelment as per its convenience with a 90 days notice period or in case of the failure of performance of empanelled firm/Agency obligations under the Purchase order, insolvency/ liquidation/ winding up of the empanelled agency, corrupt or fraudulent practices adopting by the Agency, Force Majeure or non-declaration of conflict of interest of the Agency with the assignment under the purchase order, with a 30 days notice period along with 30 days cure period. In the event of termination by UIDAI, the Agency shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination."	<b>Amended as</b> "10. The UIDAI may terminate this empanelment as per its convenience or in case of the failure of performance of empanelled firm/Agency obligations under the Purchase order, insolvency/ liquidation/ winding up of the empanelled agency, corrupt or fraudulent practices adopting by the Agency, Force Majeure or non-declaration of conflict of interest of the Agency with the assignment under the purchase order, with a 30 days notice period. In the event of termination by UIDAI, the Agency shall be paid for the services accepted by UIDAI till then.
24	32	<b>SECTION IV – General Conditions of Empanelment Contract</b>	11. Contract Duration. The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month. Empanelment security deposit will be extended with suitable duration as specified by UIDAI, in case the empanelment is extended by UIDAI.	11. <b>Contract Duration.</b> The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI. mutually agreed terms on mutual basis, through a written notice of at least one month. Empanelment security deposit will be extended- resubmitted with suitable duration as specified by UIDAI, in case the empanelment is extended by UIDAI.	No change
25	32	<b>SECTION IV – General Conditions of Empanelment Contract</b>	12. The agency shall submit Performance Bank Guarantee (PBG) of 3% of Purchase Order (PO) value, having validity of 60 (sixty) days (i.e. final claim date) beyond the duration mentioned in the Purchase Order (including maintenance period). This PBG shall be submitted within 20 (twenty) days after receiving Purchase/Work order. Separate PBG shall be submitted for every Purchase Order issued to the agency. PBG(s) will be extended with suitable duration as specified by UIDAI, in case the project time lines are extended for any reasons by UIDAI.	12. The agency shall submit Performance Bank Guarantee (PBG) of 3% of Purchase Order (PO) value, having validity of 60 (sixty) days (i.e. final claim date) beyond the duration mentioned in the Purchase Order (including maintenance period). This PBG shall be submitted within 20 (twenty) days after receiving Purchase/Work order. Separate PBG shall be submitted for every Purchase Order issued to the agency. PBG(s) will be extended- submitted with suitable duration as specified by UIDAI, in case the project time lines are extended for any reasons by UIDAI.	No change
26	33	<b>SECTION IV – General Conditions of Empanelment Contract</b>	14. Intellectual Property Right (IPR). In case of work allocated under Model-I i.e. on "Time & Material (T&M) based Engagement for a Fixed Duration" the knowledge gained or IPR created through this engagement by the SDA can be used anywhere for any other client/project, as long as it doesn't violate the data privacy rules of the UIDAI. However, the IPR to all the deliverables under projects given under Model –II i.e. "Fixed Price Based Engagement" shall remain sole and absolute property of the "UIDAI".	14. Intellectual Property Right (IPR). In case of work allocated under Model-I i.e. on "Time & Material (T&M) based Engagement for a Fixed Duration" the knowledge gained or IPR created through this engagement by the SDA can be used anywhere for any other client/project, as long as it doesn't violate the data privacy rules of the UIDAI. However, the IPR to all the deliverables under projects given under Model –II i.e. "Fixed Price Based Engagement" shall remain sole and absolute property of the "UIDAI".	No change

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27	33	<b>SECTION IV – General Conditions of Empanelment Contract - 16. Payment Terms.</b>	(iv) 30% withheld amount shall be released along with the next bi-monthly payments in case pending milestones(s) is/are met to the entire satisfaction of UIDAI by end of the next bi-month after deducting SLA non-compliance LD. Any delays beyond next bi-month for the completion of pending milestone will result in forfeiture of remaining 30% payment.	(iv) 30% withheld amount shall be released along with the next bi-monthly payments in case pending milestones(s) is/are met to the entire satisfaction of UIDAI by end of the next bi-month after deducting SLA non-compliance LD. Any delays beyond next bi-month for the completion of pending milestone will result in forfeiture of remaining 30% payment.	No change
28	34	<b>SECTION IV – General Conditions of Empanelment Contract - 16. Payment Terms.</b>	(v) In case the project exceeds beyond the contracted duration due to non-delivery of committed milestone items, no payment would be made for the resources deployed for the completion of tasks.	(v) In case the project exceeds beyond the contracted duration due to non-delivery of committed milestone items, no payment shall be made for the period the resources deployed however if any task is incomplete UIDAI may deduct as per penalty	No change
29	36	<b>SECTION IV – General Conditions of Empanelment Contract - 25. Risk Purchase Clause</b>	If selected agency is not able to provide specific roles in the purchase order, UIDAI will have the right to source these roles from other empanelled agencies at the risk & cost of the agency and place them as part of the team for a specific task/project.	If selected agency is not able to provide specific roles in the purchase order, UIDAI will have the right to source these roles from other empanelled agencies at the risk & cost of the agency capped at 10% of such excess cost and place them as part of the team for a specific task/project.	<b>Amended as " 25. If selected agency is not able to provide specific roles in the purchase order, UIDAI will have the right to source these roles from other empanelled agencies at the risk &amp; cost of the agency, which will be capped at 10% of purchase order cost and place them as part of the team for a specific task/project.</b>
30	36	<b>SECTION IV – General Conditions of Empanelment Contract - 26. Empanelment Revocation</b>	The empanelled agency may choose to participate or not to participate in the selection process for any assignment after empanelment. However, in case it is seen that an empanelled agency has not participated even in one of the proposals for last one year, UIDAI may revoke its empanelment along with forfeiture of initial Empanelment security deposit.	The empanelled agency may choose to participate or not to participate in the selection process for any assignment after empanelment. However, in case it is seen that an empanelled agency has not participated even in one of the proposals for last one year, UIDAI may revoke its empanelment along with forfeiture of initial Empanelment security deposit.	No change.
31	36	<b>SECTION IV – General Conditions of Empanelment Contract - 27. No Claim Certificate.</b>	The Empanelled Agency shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Empanelled Agency after it shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser, after the works are finally accepted.	The Empanelled Agency shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Empanelled Agency after it shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser, after the works are finally accepted.	No change
32	50	<b>Annexure 'E' - Format - Non Disclosure Agreement</b>	8. The SDA agrees to indemnify the UIDAI against any and all losses, damages, claims, or expenses incurred or suffered by the UIDAI as a result of the SDA's breach of this Agreement.	8. The SDA agrees to indemnify the UIDAI against any and all losses, damages, claims, or expenses incurred or suffered by the UIDAI as a result of the SDA's breach of this Agreement.	No change
33		<b>Variance in Minimum Wages</b>	To be included in the RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	No change as fresh rates are to be discovered for any project or assignment.



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34		SNR	To be included in the RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that agency shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	No change as it does not relate to any physical site readiness.
35		Risk and Title	To be included in the RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No change
36		Non Hire Clause	To be included in the RFP	Customer acknowledges that personnel to be provided by agency represent a significant investment in recruitment and training, the loss of which would be detrimental to Agency's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any agency employee, or induce any such individual to leave the employ of agency. For purposes of this clause, a agency employee means any employee or person who has who has been involved in providing services under this Agreement.	No change
37		Tax	To be included in the RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	Not required
38		Saving Clause	To be included in the RFP	Agency'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 agency performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Not required
39		Deemed Acceptance	To be included in the RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Agency within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that agency shall have 15 days time to correct in case of any rejection by Customer.	No change
40		Change Order	To be included in the RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Agency will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, agency shall not be bound to perform any additional services.	No change
41		Restriction on sub contracting	To be included in the RFP	Not acceptable. Where Agency has employees working on franchisee, it will not be considered as sub contracting. Need Business team confirmation	No change

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42		Termination by Bidder	To be included in the RFP	Successful Bidder may terminate the Agreement upon written notice to the Customer in the event that the Customer commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	No change
43		Credit Period for Payment	To be included in the RFP	All the payments to be made within 30 days of submission of invoice	Included as para 16 (c), Payment Terms. (SECTION IV – General Conditions of Empanelment Contract) "Subject to accomplishment of obligations of agency and delivery of the solutions, deliverables and services under this Agreement to the satisfaction of UIDAI, the payment shall normally be made within 30 (thirty) days from receipt of due, valid, correct and undisputed invoice along with the supporting documents, provided the invoice is submitted in the timely manner. Payments will be subject to deductions as mentioned in Annexure 'G' (Service Level Agreement (SLAs))."
44	8	Section 1: 23 -7, 26(a) 26(b)	Agency must have experience of having successfully provided services similar to those as defined in the scope of work mentioned in this RFE document since 1st April 2018 till 31.12.2021 for at least 3 (three) projects for Tier 1 and 01 project for Tier 2, costing not less than the engagement value for each project as per table below:  (i) Projects execution experience - 15 marks.  (ii) 03 numbers of Project Citations for Tier 1 & 01 Project Citation for Tier 2 (20 marks each for Tier I and 60 marks for Tier II).	Can the same projects be used in the all the three clauses or they have to be mutually exclusive. Or it can be either way (not necessarily same, not necessarily mutually exclusive)? Or are there any combination (Say PQ can have different project, but clauses in TQ has to be same project, or say, same project for 1st two but can be different for the third one) Considering all these possibilities please give clarity on the expectation from UIDAI.	No Change required as requirement is self explanatory.
45	8	Section 1: 23 -7	Agency must have experience of having successfully provided services similar to those as defined in the scope of work mentioned in this RFE document since 1st April 2018 till 31.12.2021 for at least 3 (three) projects for Tier 1 and 01 project for Tier 2, costing not less than the engagement value for each project as per table below:	By mentioning same as scope of work defined in the RFE what exactly is meant. Is our understanding correct that it is only the activities mentioned in section 1, point 5 - Likely Scope of Work for SDAs - from points a to h (as some of the details on point 6 are specific to UIDAI). if point 6 also needs to be taken into account, please mention the mandatory generic capability expected in the project (such as data analytics, API etc.)- Also please clarify whether project needs to include all of these of a combination only.	For this, kindly refer to the detailed Technical evaluation criteria given at para 26 of Section-I.
46	8	Section 1: 23 -7	Agency must have experience of having successfully provided services similar to those as defined in the scope of work mentioned in this RFE document since 1st April 2018 till 31.12.2021 for at least 3 (three) projects for Tier 1 and 01 project for Tier 2, costing not less than the engagement value for each project as per table below:	Please clarify the understanding that these projects need to be either under implementation of under maintenance by bidder with in the specified time period.	Agency must have Projects execution experience and is required to provide the details as per the RFE.
47	8	Section 1: 23 -7	Agency must have experience of having successfully provided services similar to those as defined in the scope of work mentioned in this RFE document since 1st April 2018 till 31.12.2021 for at least 3 (three) projects for Tier 1 and 01 project for Tier 2, costing not less than the engagement value for each project as per table below:	Request to consider extending this time period to 7 years - 1st April 2014.	No change



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48	10	Section 1: 26(a) 26(b)	(i) Projects execution experience - 15 marks.  (ii) 03 numbers of Project Citations for Tier 1 & 01 Project Citation for Tier 2 (20 marks each for Tier I and 60 marks for Tier II).	Please clarify the understanding that for these projects, there are no restriction on implementation timeline (before 3 or 5 years). Also please confirm the understanding that, the 9 projects that can be given at max, only need to cover all technological and architectural qualifications given in RFE, in totality, not individually.	All these projects should have gone live or should have been in last 5 (five) years ending on 31.12.2021, as per para 26(b) of Section-I. The Agency may submit the details of Projects as deemed appropriate.
49	11	Section 1: 26(b) i)	1 (a) WorkflowComplexity of system design- 2 marks - API-based online services, processes, Omni-channel applications (b) Use of data analytics – 1.5 mark (c) Developed for Cloud Environment – 1.5 mark 2 Use of artificial intelligence/machine learning - 03 marks 3 a) Modularity (API/Micro-services):03 marks b) Scalability: 02 marks c) Omni channel applications: 02 marks 4 Impact/footprint; Large traffic volume /concurrent users - 5 marks	As per the current understanding, all 3 projects will be assessed on all these architecture paradigms & technologies, which is not common across all projects, even if they have high complexity (especially considering the timeline restriction). Request to evaluate these across all projects and give marks whether any project contains these.	No change
50	14	Section 1: 26(b) ii)	(ii) . The evaluation committee shall evaluate the projects with special emphasis on use of following 'Technology Matrix: -	Shall the project cited should have all 6 component categories in the Technology matrix. That is can we propose some projects having first 4 components and some other projects having last 4 components, to cover all components but in different projects.	The projects being cited should have used one or more of technologies of the 'Technology Matrix' mentioned.
51	14	Section 1: 26(b) ii)	(ii) . The evaluation committee shall evaluate the projects with special emphasis on use of following 'Technology Matrix: -	Within each of the 6 categories in the Technology matrix, there are multiple technology components mentioned. Please clarify whether any one of the component being present in the project will do? If not, is it all or any combination? Please clarify the clear expectation from UIDAI.	The projects being cited should have used one or more of technologies of the 'Technology Matrix' mentioned.
52	14	Section 1: 26(b) ii)	(ii) . The evaluation committee shall evaluate the projects with special emphasis on use of following 'Technology Matrix: -	Can we have alternate Technology Components for the Technology Category in the Technology matrix. Like can we have DotNet in Programming languages and frameworks, libraries, can we have Newgen BPM for Workflow.	No
53	40	Annexure --'C'	i. Developed micro service, or equivalent, with relational database as data source, and with minimum throughput of 2000 requests per second for any endpoint	2000 Request for any endpoint per second seems to be on higher side, especially considering 3 projects are to be given within a short time period of 3-5 years. Please consider changing to 100. Or consider this for one project / different number for different projects (still 2000 is very high, please consider lower or across all end points)	No change
54	40	Annexure --'C'	iii. Developed workflow process, with minimum of 15 activities, and with minimum business transaction throughput of 500,000 per day	500000 business transactions (with workflow) per day seems to be on higher side. especially considering 3 projects are to be given within a short time period of 3-5 years. Does this actually mean overall business events? Please consider changing to max 5000 workflow instances per day. or consider a similar approach as suggested in the case of requests.	No change
55	19	(b) Evaluation for Model I: Time & Material (T&M) based Engagement for a Fixed Duration.; (i) Technical Evaluation	Proposed On-boarding Duration (a) 0-15 Days of all resources – 30 Marks (b) 16-30 Days for all resources - 20 Marks (c) 31-45 Days for all resources - 10 Marks (d) More than 45 days – 0 Marks	Though we understand that this is only for selection of SDA later, typical onboarding of resource needs more time, as much as 90 days. Please consider revising/ relaxing/ incorporating this in the evaluation criteria as Sno a) accordingly.	No Change
56	24	(b) Evaluation Model –II: Fixed Price Based Engagement SDA Selection; (i) Technical Evaluation	On-boarding Schedule (a) 0-15 Days of all resources – 10 Marks (b) 16-30 Days for all resources - 7 Marks (c) 31-45 Days for all resources - 5 Marks (d) More than 45 days – 0 Marks Note: All resource SLAs as per Annexure – 'G' (SLA 001 to SLA004) will be Applicable.	Though we understand that this is only for selection of SDA later, typical onboarding of resource needs more time, as much as 90 days. Please consider revising/ relaxing/ incorporating this in the evaluation criteria as Sno a) accordingly.	No Change

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57	33	16. Payment Terms. (b) Model II : Fixed Price Engagement:	(i) Payment shall be made at end of every two months for the time and number of resources deployed, subject to deductions on account of SLA non-compliance and SDA meeting Sprint mile stones and overall delivery schedule submitted in the Technical proposal.	Though we understand that this is only for selection of SDA later, since this is FP model , payment should not depend on the number of resources deployed. Please remove this clause.	No change
58	23	34. Model II: Fixed Price Based Engagement.	Commercial proposal to include man-month cost of each associate category (excluding the tax) as per the UIDAI shared format along with initial engagement brief.	Though we understand that this is only for selection of SDA later, since this is FP model, resource rate is not required in FP model. Please remove this clause.	This is not a 'Functional Point' (FP) based software development model and manmonth rates will be required to identify the most responsive proposal based on QCBS selection.
59	10	26. Technical Evaluations - a) Projects Execution experience evaluation	Successfully completed services similar to those as defined in the scope of work having a minimum project value per project of INR 50 Lakh for- 1. 3 to 5 projects - 5 marks 2. 6 to 8 projects - 10 marks 3. 9 or more projects - 15 marks	As single project will not cover the entire scope of services defined, Can we submit the 9 projects such that all projects will cover the list of scope items in at least in one project	May submit details of 9 or more projects to score full 15 marks in this (Project Execution Experience).
60	10	26. Technical Evaluations - (b) Project Citations Evaluation.	03 numbers of Project Citations for Tier 1 & 01 Project Citation for Tier 2 (20 marks each for Tier I and 60 marks for Tier II).	As single project will not cover the entire scope of services defined, Can we submit the 3 projects such that all projects will cover the list of scope items in at least in one project	Single project execution is minimum requirement for empanelment in Tier 2 category, however details of more then one project could also be submitted to establish experience in the required technologies .
61	39	Annexure 'B' - Company's Experience – Projects Execution	Note. Provide all relevant documents/ testimonials such as Purchase Orders/Release of payments and completion certificates etc. for each project separately.	As the projects are under Confidentiality and Non-Disclosure Agreement with our clients therefore we shall not be able to share the Purchase Orders/Release of Payment documents and/or Completion Certificates. Therefore request you to kindly modify the statement as under - 'Note. Provide all relevant documents/ testimonials such as Purchase Orders/Release of payments and or completion certificates or Letter signed by Company Secretary of the Bidder providing details of the project etc. for each project separately.'	Amended as "Provide all relevant documents/ testimonials such as Purchase Orders/Release of payments. In case the projects are under Confidentiality and Non-Disclosure Agreement with clients then provide testimonials such as Purchase Orders/Release of payments or completion certificates or Letter signed by Company Secretary of the agency providing details of the project etc. for each project separately"
62	17	33. Model I: Time & Material (T&M) based Engagement for a Fixed Duration: (a) Selection Process along with the Proposed Timeline	Release of the Online Platform and Evaluation of the Potential Resources /Associates	The timegap between Evaluation of the Potential Resources /Associates from Release of the Online Platform and is 10 days only. Would request you to increase this time line to minimum 120 days, as the resources required for the project may or may not be available with the SDA.	No Change
63	22	34. Model II: Fixed Price Based Engagement - (a) Selection Process along with Timelines;	Release of the Online Platform and Evaluation of the Potential Resources /Associates	The timegap between Evaluation of the Potential Resources /Associates from Release of the Online Platform and is 10 days only. Would request you to increase this time line to minimum 120 days, as the resources required for the project may or may not be available with the SDA.	No change
64	10	26. Technical Evaluations.	Note. Details of projects executed since 1st April 2018 till 31.12.2021 including copy of Work Order with value clearly indicating the required scope and engagement value should be submitted as part of Annexure-B . For the projects cited under this, the Agency needs to provide completion certificate or proof of release of 90% of payment.	To consider the Pre-qualification evaluation criteria point no. 7 - The required past experience engagement Value of Category for Tier 1 is 50 Lakh Hence we request to kindly allow the projects where agencies are received the payment of 100% value of engagement i.e. 50 Lakh along with Partial completion certificate from clients to be submitted.	No change
65	10	26. Technical Evaluations.	(b) Project Citations Evaluation.	Can we enclose the overseas work orders to fulfil the technical marking criteria, Please confirm	Yes
66	10	26. Technical Evaluations.	(b) Project Citations Evaluation.	We belive that, the required engagement work value is not applicable for the project citations and evaluation will be done as per parameters given under this section, please confirm	The Project value has to be as per para 26(a) of Section-I.



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67	16	<b>Notification of Empanelment and Signing of Contract</b>	Within 14 (fourteen) days of the receipt of Notification of empanelment from the UIDAI, but before the signing of the empanelment agreements, the successful Agencies shall furnish the Empanelment Security Deposit of Rs. 5,00,000.00/- (Rupees Five Lakhs only) for Tier 1 and Rs. 1,00,000.00/- (Rupees One Lakh only) for Tier 2 in form of irrevocable Bank Guarantee valid for two months beyond the period of empanelment. All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organisation or the concerned Ministry or Department will be exempted from submission of empanelment security deposit. In case finally selected SDA refuses to undertake the project work assigned due to any reasons, their empanelment will be cancelled along with forfeiture of empanelment security deposit.	Please confirm whether the medium enterprises are allowed for exemption to pay the security deposit or everyone has to pay the fee mandatorily	The exemption will be as per relevant Gol guidelines as applicable.
68	43	<b>Annexure- 'D' (Refer para 16) INTEGRITY PACT</b>	Annexure- 'D' (Refer para 16) INTEGRITY PACT	Can integrity pact be submitted with technical bid please confirm	Yes
69	55	<b>VII. Communications Security</b>	The network between CIDR and EMPANELLED AGENCIES shall be secure. EMPANELLED AGENCIES shall connect with CIDR through leased MPLS lines;	Please confirm, who will provide the leased lines	In case required, the agency will be required to provide this.
70		<b>General Query</b>		As per our understanding the department, will publish the separate request for proposal with details of requirement those agencies who are empanelled under this empanelment.	Section-III may be referred for post empanelment, SDA selection.
71		<b>General Query</b>		Do we need to submit cvs for bid evaluation	No CVs are required to be submitted along with the Bid
72	3	<b>Type of empanelment</b>	The business divisions of UIDAI may decide to engage SDAs from Tier 1 or Tier 2 as per their perceived requirements. However, the following criteria shall be generally used for selection of SDA for a project:- (a) Tier 1 SDAs. - Projects with anticipated cost > 20 Lacs (b) Tier 2 SDAs. - Projects with anticipated cost ≤ 20 Lacs	Is it possible for Tier 2 SDAs to participate in projects with anticipated cost >20 lacs?  Previously we're empanelled with UIDAI and successfully delivered software projects with >40 lacs costs	Please refer para 4.4 of Section-I.
73	11	<b>Technical evaluation</b>	A maximum of 3-page write-up (for all three projects for Tier 1 & one project for Tier 2) should be furnished as part of the Technical bid.	For Projects Execution experience evaluation- Tier 2: 6 or more projects - 15 marks (Pg 10) While submitting the writeup do we need to furnish all >6 Projects (Tier-2) or only 1 project write up is required? Is there any page limit relaxation for a higher number of projects?	Writeups are only required as under:- (a) Tier1 - for 03 projects and (b) Tier 2 - for only one project.

## Changes incorporated by UIDAI in the RFE now

Srl. No.	Page no. of the RFE Document	Clause Heading	Old Clause description	New Clause
74	3	<b>Para 4.1 -Term of Empanelment.</b>	4.1 The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month.	Revised now as - " 4.1 The empanelment contract will be applicable initially for a period of <b>3 years (three years)</b> from date of signing of the contract(s). The period of empanelment may be extended by another <b>02 years (two years)</b> or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month.
75	3	<b>Para 4.2- Number of agencies</b>	4.2 Number of Agencies- A note on the number of agencies to be empanelled added	<b>*Note:</b> The number of agencies in both tiers may be more than 08 at total discretion of UIDAI.
76	4	<b>Para 6. - Open source technologies</b>	6. The empanelled agencies shall provide high quality technical resources and Software development services. UIDAI shall provide the details of proposed project at the time of assignment of the project. Indicative list of projects which the empanelled agencies would be expected to perform through their manpower is provided below: -	<b>Amended as-</b> The empanelled agencies shall provide high quality technical resources and Software development services <b>predominantly based on open source technologies</b> . UIDAI shall provide the details of proposed project at the time of assignment of the project. Indicative list of projects which the empanelled agencies would be expected to perform through their manpower is provided below: -

77	11	Note.	Note. Details of projects executed since 1st April 2018 till 31.12.2021 including copy of Work Order with value clearly indicating the required scope and engagement value should be submitted as part of Annexure-B . For the projects cited under this, the Agency needs to provide completion certificate or proof of release of 90% of payment.	<b>Amended as - Note.</b> Details of projects executed since 1st April 2018 till 31.12.2021 including copy of Work Order with value clearly indicating the required scope and engagement value should be submitted as part of Annexure-B . For the projects cited under this, the Agency needs to provide completion certificate or proof of release of 90% of payment. In case the projects are under Confidentiality and Non-Disclosure Agreement with clients then provide testimonials such as Purchase Orders/Release of payments or completion certificates or Letter signed by Company Secretary of the agency providing details of the project etc. for each project separately.
78	17	Para 33. (a) Selection Process along with the Proposed Timeline Description of the phase	In this phase, UIDAI would share a 1~2 page engagement brief covering scope, open source technology landscape, type of resources required (including skill set expectations and years of experience), security consideration, IPR ownership, Risks and mitigation plan. Document would also provide Annexures covering Technical & commercial proposal formats. The document would also clearly define the evaluation criteria.	In this phase, UIDAI would share a 1~2 page engagement brief covering scope, open source technology landscape, type of resources required (including skill set expectations and years of experience), security consideration, IPR ownership, Risks and mitigation plan. Document would also provide Annexures covering Technical & commercial proposal formats. The document would also clearly define the evaluation criteria <b>in terms of QCBS or Least Cost basis.</b>
79	19	Para 33(b) Evaluation for Model I: Time & Material (T&M)	QCBS based evaluation would be followed for selection of the SDA. In QCBS model, 70% weightage would be given for Technical Score and 30% weightage for the Commercial Score. Technical and Commercial evaluation process is defined in the subsequent paragraphs.	<b>Amended as -</b> QCBS based evaluation would generally be followed for selection of the SDA in this model. In QCBS model, 70% weightage would be given for Technical Score and 30% weightage for the Commercial Score. <b>However, UIDAI may decide to also resort to least Cost basis in certain cases, bases urgency &amp; the number of resources required.</b> Technical and Commercial evaluation process to be followed is defined in the subsequent paragraphs.
80	30	Para 38 Completion of assignment.- Step 3	Closure of all open defects. Certificate to this effect to be obtained from concerned business division.	<b>Amended as -</b> The Business Division or Tech Centre will specify period, minimum number & type of resources which the SDA will be required to place in Tech Centre for subsequent maintenance or bug fixing etc. as part of their initial brief as well as in the Purchase order. SDA would be required to keep the PBG alive up to two months after final off-boarding of last resource. Closure of all open defects. Certificate to this effect to be obtained from concerned business division.
81	33	Para 11. Contract Duration	The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month. Empanelment security deposit will be extended with suitable duration as specified by UIDAI, in case the empanelment is extended by UIDAI.	<b>Amended as- Contract Duration.</b> The empanelment contract will be applicable initially for a period of <b>03 (three years)</b> from date of signing of the contract(s). The period of empanelment may be extended by <b>02 years (two years)</b> or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month. Empanelment security deposit will be extended with suitable duration as specified by UIDAI, in case the empanelment is extended by UIDAI.
82	36	Para 19 Procedure for Change Order	Consolidated cost of change requests must not exceed the 50% value of the initial contracted cost.	<b>Amended as -</b> Generally the consolidated cost of change requests will not exceed the 50% value of the initial contracted purchase order cost, however, it may be increased up to 100% in certain exceptional cases, at the sole discretion of UIDAI.
83	21	Para 34 (a) Selection Process along with Timelines (Description of the Phase)	In this phase, UIDAI would share a 3~4 page engagement brief covering project scope, key deliverables, open source technology landscape, type of resources required (including skill set expectations and years of experience), security consideration, Qualifying mark, IPR ownership, Risks and mitigation plan. Document would also provide Annexures covering technical & commercial proposal format. The document would also clearly define the evaluation criteria to be followed.	<b>Amended As. -</b> In this phase, UIDAI would share a 3~4 page engagement brief covering project scope, key deliverables, open source technology landscape, type of resources required (including skill set expectations and years of experience), security consideration, Qualifying mark, IPR ownership, Risks and mitigation plan, transition and takeover on completion of project, additional SLAs, if any. Document would also provide Annexures covering technical & commercial proposal format. The document would also clearly define the evaluation criteria to be followed.
84	9	Para 23. Prequalification Evaluations	New addition	Inserted in table- 11. Agency shall submit the relevant documents if any relaxation is being sought including the provisions as given at para 24 and 25 of Section-I
85	60	Annexure- G	1. The Service Level Agreement (SLA) defined in this RFE specifies the expected levels of baseline service to be provided by the SDA to UIDAI.	1. The Service Level Agreement (SLA) defined in this RFE specifies the expected levels of baseline service to be provided by the SDA to UIDAI. UIDAI may also define additional SLAs at the time of Project initiation for Fixed Price based engagement (Model-II) which shall be in addition to SLAs defined in this Annexure.