



Reply to pre-bid queries on RFE for empanelment of Software Solution Providers as per Tender No. T-11014/05/2014/SSP dated 02/9/2014

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
1)	13	II, PART-III, TABLE 1, Part B	1(a)	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 or a Society constituted under a Ministry /Department of the Government of India and registered under the Societies Registration Act 1860 with their Registered office in India for the last five years i.e. since January 2009.	Please modify this clause to " The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 or a LLP (Limited Liability Partnership) registered under LLP Act 2008 , or a Society constituted under Ministry /Department of the Government of India and registered under the Societies Registration Act 1860 with their Registered office in India for the last five years i.e. since January 2009"	Clause modified as per Corrigendum
2)	15	-Do-	7	Should be currently certified at CMMi Level 4 or 5 OR Quality Management System certified at ISO 9001:2008 standards.	Please modify this clause to "Should be currently certified at CMMi Level 3 & above OR Quality Management System certified at ISO 27000 & above standards.	Existing clause of RFE to prevail
3)	16	-Do-	8	An undertaking from the authorized signatory of the company to the effect that "Software Service Provider" shall abide by all the terms and conditions of the RFE Document and provide services as per the Section-III of the RFE @ Rs.12653.93 per function point excluding taxes during the empanelment period or extension thereof"	Are the rates for each function point already fixed? Please clarify the basis and background for the number INR 12653.93 per function	The rate is fixed to ensure parity with rates in UIDAI -MSP contract.
4)	24	III ,Part II ,Quality of Service	Warranty period and Maintenance for Projects	SSPs shall be responsible for providing technical support for the successful running of software/system so developed/deployed during the period of warranty (3 months or otherwise mentioned in the work order from the date of its delivery and successful installation) The SSPs will also be responsible for planning and execution of software transition to the MSP's operation team during this duration, if applicable.	Please clarify that whether support, maintenance, training & other allied services cost shall also be pre-defined or it shall be on agreed cost.	New Clause added as per Corrigendum.



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5)	22	III ,Part I ,Descripti on of Service	Required Capabiliti es of Software Solution Services Provider Firms	CMMi Certified Valid CMMi 4 or 5 certification	Please modify this to "CMMi Certified Valid CMMi 3 or above"	Existing clause of RFE to prevail
6)	14-15	II, PART- III, TABLE 1, Part B	3	In last 5 years the bidder should have completed at least 3 assignments involving Project management/ design of IT systems (application software and hardware) in a large Enterprise/ Government environment with a remuneration of at least Rs. 50 Lacs. * Although not mandatory, experience related to development of Aadhaar enabled applications should be clearly mentioned.	Please modify this clause to "In last 5 years the bidder should have completed / Ongoing at least 3 assignments involving Project management/ design of IT systems (application software and hardware) in a large Enterprise/ Government environment with a remuneration of at least Rs. 40 Lacs "	Existing clause of RFE to prevail
7)	14	-Do-	1(b)	The bidder should be operating in the field of Software development and software solutions Copy of the Memorandum and Articles of Association /Byelaws/Partnership Deed.	Please modify this clause to "1 (b) The bidder should be operating in the field of IT Services / Software development and software solutions	Existing clause of RFE to prevail
8)	14	-Do-	2(b)	Overall annual turnover of Minimum Rupees 30 Crores (Rs. Thirty Crores) from sale of software development services to their clients in India and abroad during the previous three financial years (2011-2012, 2012- 2013 & 2013-2014)	Please modify this clause to "b) Overall annual turnover of Minimum Rupees 30 Crores (Rs. Thirty Crores) from IT Services / sale of software development services to their clients in India and abroad during the previous three financial years (2011-2012, 2012- 2013 & 2013-2014)"	Existing clause of RFE to prevail

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9)	38	IV , Part I	10.1	UIDAI, at its discretion, will publish initial requirements relating to any to the empanelled SSPs. The requirements will comprise of scope of Application to be developed by SSP and Maintenance support of the same for the defined time period on need basis	Issue of Requirement of works Kindly elaborate on the approximate volume of work(s) and timelines for the issue of RFPs.	Volume of work will be indicated in the application specific RFPs to be floated in future.
10)	4	I, Part II,	5	UIDAI intends to empanel reputed Firms as SSPs who will provide Software Application Development and maintenance services and support for all core activities of software development as stated in Section III of this document. The panel can also be used/ leveraged by other eco system partners of UIDAI such as State Government, Central Government Ministries/Departments, PSUs etc.	Scope of work for the RFPs Is the scope of work limited to software development and deployment – or would it also stretch to setting up the data center/ hardware provisioning/ networking, etc. If yes, kindly elaborate.	Scope of work will be to provide software application development and maintenance services and support for all core activities of software development as stated in section III of the RFE.
11)	24	III, Part II	Service Level Agreements & Targets	During the engagement, progress of each project will be measured using process metrics indicated below and applicable liquidated damages (LD) will be applied. However the LD can also vary from Application to Application and would be indicated in the bid document for selection of SSP from the empanelled SSPs	LD table as given in this section In the table for assessment of Liquidated Damages under this section, in the last column % of applicable LD is given against various respective target matrix, it is not clear that the aforesaid % is applicable on / belong to what value or quantum of amount. Please confirm.	As indicated in this para, it is clarified that details of LD will be indicated the respective RFPs to be floated in future for specific application.

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12)	24	Do	Do	Do	RFE is silent on cap of LD Request to confirm that what shall be the overall cap of LD, as may be applicable on SSP during the engagement, progress of each project?	This Para is indicative, and actual LD details will be provided in the respective RFPs to be floated in future for specific application.
13)	24	Do	Do	However the LD can also vary from Application to Application and would be indicated in the bid document for selection of SSP from the empanelled SSPs.	From the relevant text, referred herewith, it seems that for every engagement in relation to each Application a separate bid will be issued to empanelled SSPs for selection of the SSP to execute the respective engagement. Please confirm. Also, we assume that on each time as aforesaid, the contractual terms & conditions specified under the RFE will be the same. Please confirm.	There will be separate bid for every project. Contractual terms & conditions specified under this RFE is only for empanelment. New contract will be entered for every future RFP.
14)	30	IV, Part1	2.1(f)	“If the Service Provider fails to meet expected obligations as stated in GC 3 and rules & regulations stated in GC 8 of this document”.	We assume that GC 3 and GC 8 under the RFE refer to General Conditions as specified therein. Please confirm.	GC 3 and GC 8 refers to clauses 3 and 8 of section IV

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15)	37	IV, Part I	9.1	<p>Except in case of gross negligence or willful misconduct; and in the case of infringement pursuant to Patent Rights :</p> <p>(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 Service Provider to pay liquidated damages to the Purchaser; and</p> <p>(b) All claims regarding indemnity shall survive the termination or expiry of the Empanelment.</p>	RFE is silent on overall cap of liability of the Service Provider. Please confirm that what shall be overall cap of Service Provider's liability, for direct damages, under the respective project/ engagement?	This will be indicated in the RFP to be floated in future for specific application.
16)	16	II, PART-III, Table 1, Part B,	7	Should be currently certified at CMMi Level 4 or 5 OR Quality Management System certified at ISO9001:2008 standards.	For Software Development, CMMi is an essential evaluation criteria. We request that CMMi Level 4 or 5 should be mandatory certification. ISO9001:2008 can be made either mandatory or optional	Existing clause of RFE to prevail
17)	15	Do	7	Should be currently certified at CMMi Level 4 or 5 v OR Quality Management System certified at ISO9001:2008 standards	Can we provide any of the certification CMM I 4 or 5 Or ISO	Should be currently certified at CMMi Level 4 or 5 or Quality Management System certified at ISO9001:2008 standards.
18)	22	III, Part I	Description of Service	CMMi Certified Valid CMMi 4 or 5 certification	Is it CMMi Level 4 or 5 certification is mandatory. This is in contradiction with Eligibility Criteria which says CMMi or ISO	Clause modified as per corrigendum

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19)	24	III, Part II	Service Level Agreements & Targets	During the engagement, progress of each project will be measured using process metrics indicated below and applicable liquidated damages (LD) will be applied.	We request LD to be capped @ 5% of the value of the affected deliverables	Same response as given at Sl.No. 12 above.
20)	24	III, Part II	Service Level Agreements & Targets	Calculation	Kindly provide clarification whether the calculation is based on slabs percentage mentioned or cumulative of all slabs percentage.	Same response as given at Sl.No. 12 above.
21)	30	IV (Part-I)	2.1	UIDAI may at any time terminate/ suspend empanelment of any empanelled Service Provider	We request UIDAI to give 30 days of cure period in the event of termination	Clause modified as per corrigendum
22)	30	IV (Part-I)	2.2	Upon termination/suspension/ expiration of this empanelment pursuant to clause GC 2.1, all rights and obligations of the Parties hereunder shall cease, except:	We request UIDAI to pay for the services/support rendered by Service Provider in the event of termination	New clause added as per corrigendum
23)	31	IV (Part-I)	2.2 (iii)	the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3 hereof; and	We request deletion of the word "copying". It is not possible to allow the company to copy records. We can allow inspection as is provided for in the clause	Clause modified as per corrigendum

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24)	32	IV (Part-I)	3.5 (a)	The Service Provider (i) shall 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 there of, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Empanelment, 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 or the Purchaser as the case may be.	We request deletion of the word “copies”. We also request to change the inspection period from "5 years" to "6 months" after termination. . Industry standard is also 6 months after termination.	Clause modified as per corrigendum
25)	32	IV (Part-I)	3.5(c)	The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.	We request UIDAI to add intimation (prior notice) period of at least 10 days before conducting any visit	Clause modified as per corrigendum
26)	33	IV (Part-I)	3.9(e)	The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the UIDAI Bill and other relevant Acts.	We request for deletion of reference to “UIDAI Bill” as the ambit of the same is not clear. Laws of the country referred herein will be complied with by both parties.	Clause modified as per corrigendum
27)	34	IV (Part-I)	3.9(g)	The rogue behavior of the employees of Service Provider shall fall under the ‘Unlimited liability’ to the Service Provider.	We request deletion of this clause or cap the damages upto respective Work Order value	Existing clause of RFE to prevail

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28)	37	IV (Part-I)	9.1	<p>Except in case of gross negligence or willful misconduct; and in the case of infringement pursuant to Patent Rights :</p> <p>(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 Service Provider to pay liquidated damages to the Purchaser; and</p> <p>(b) All claims regarding indemnity shall survive the termination or expiry of the Empanelment.</p>	Limitation of Liability to be capped upto the respective Work order value	Same response as given at Sl.No. 15 above.
29)	38	IV	10.1 (v)	Selected SSP will submit a performance bank guarantee with Purchaser equal to 10% of the value of the work order which will remain valid till 6 months after completion of the project. Project level performance bank guarantee will be submitted in addition to the performance bank guarantee submitted at the time of empanelment.	As PBG of Rs. 20,00,000 is provided during the empanelment, request to remove additional Project Level PBG	Existing clause of RFE to prevail
30)	41	Annexure I	Bid Covering Letter	We, the undersigned, offer to provide our services to UIDAI for development of software applications at the standard rate of Rs.12, 653.93 per function point (excluding taxes) in accordance with your RFE.	Kindly elaborate on the calculation methodology to arrive at standard rate of INR 12,653.93” mentioned here. We also request to have a provision to add Inflation percentage on Standard rate as per the Annual Cost of Living Index released by GOI which is approx. 10% annually.	The rate is fixed to ensure parity with rates in UIDAI -MSP contract.
31)	43	Annexure I	Bid Covering Letter	In case of deficiencies in our services as per the requirement of RFE, UIDAI reserves the right to allocate our volume of work, in full or in part, to other Software Solution Providers for a limited period or on permanent basis.	In case of any deficiencies, UIDAI to give a cure period of 30 days to rectify the deficiencies	Clause modified as per corrigendum

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32)	43	Annexure I	Bid Covering Letter		We request change in language of this Covering letter. Revised covering letter enclosed	Existing clause of RFE to prevail
33)	46	Annexure 3	LETTER OF EMPANELMENT TEMPLATE		Kindly elaborate on the standard rate "INR 12653.93" mentioned here We also request to have a provision to add Inflation percentage on Standard rate as per the Annual Cost of Living Index released by GOI which is approx 10% annually.	The rate is fixed to ensure parity with rates in UIDAI -MSP contract. FP rate is fixed for entire period of empanelment.
34)	New	New	Payment terms	Unavailable	Payment to be made on Monthly basis in Arrears within 30 days from date of submission of Invoice	RFE is only for empanelment and payment terms are not envisaged at this stage.
35)	16	II, PART III	Note	Two properly marked CDs containing the information, as per the Eligibility Evaluation parameters are required to be submitted.	Do bidders need to submit all documented evidence in both formats - Hard copy and CD? We understand, scanned copy of all documents required in CDs. Please clarify, what should be marked on CDs?	Yes both hard copies and CD are required. CD could be marked as per check list in part V, section II
36)	17	II, PART III	Note	The UIDAI reserves the right to visit any or all of the short-listed bidders for a physical verification of stated capacities and capabilities.	Does this mean visiting bidder's office premise or his mentioned customer premise? How many days advance intimation shall be given?	Bidder's Office only. Notice will be as per corrigendum.
37)	18	II, PART III	1.3	Bidders will be evaluated on the basis of Technical Criteria mentioned in Annexure II which includes documents to be submitted and a Technical presentation for 45 minutes at UIDAI Headquarters.	Please confirm if during the 45 minute technical presentation, Bidder will only be allowed to present the submitted presentation or any modification/new presentation shall be allowed?	Submitted presentation only will be allowed.

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38)	25	III, PART-II:	Training	SSP shall provide training to the user/UIDAI personnel on the applications developed and deployed	While we understand every application will require separate duration and need of training, Please elaborate more on standard training requirements.	Training will be application specific only.
39)	28	IV Part I	1.6	All development work will be carried from the premises of SSP unless there is a special request from UIDAI to deploy development team at their premises	Please confirm about the support team location in case any application support need to be provided. Please mention if any special constraint related to development center in SP premises.	Application Support, if applicable will be indicated in the RFPs to be floated in future for specific application.
40)	29	IV	1.8	Taxes and Duties The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.	As we understand, taxes are paid by SP and charged to customer while raising invoice. Please confirm the same.	Yes
41)	34	IV	3.2.3	Development Site During development phase, visits by UIDAI's and SSP's personnel to each other's premises may be arranged whenever required	Please confirm the expectations from SP in case UIDAI personal to visit SP premises.	SSP should keep ready all records and other details related to project.
42)	38	IV	10.1 (iii)	The bidders will also submit the estimated Function Point Count and time required for completion of work.	Please confirm if only FP analysis is allowed or any other estimation technique also allowed?	Only FP analysis is allowed
43)	44	Annexure II	Technical Bid Format	Bidder should submit a hard copy of presentation along with bid.	Please confirm how many hard copies required to be submitted?	2 sets of hard copies

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44)	44	Annexure II	Organization Overview	Infrastructure set up for delivery of software solution in both onsite and offsite modes.	Please confirm the documents required to obtain 7 marks.	Bidder to decide
45)	45	Annexure II	Organization Overview	<p>Software Development Methodology Mention 5 successful case studies on following parameters</p> <ul style="list-style-type: none"> · Conversant with/use of waterfall and Agile development methodologies and other Rapid Application Development Methods (7 Marks) · Quality Processes followed (7 Marks) · Scope Management – Any tools (7 Marks) · Estimation using IFPUG functional size measurement method 2009 complying with ISO/IEC 20926:2009 standard of IFPUG sizing methods. (7 Marks) · Release management processes. (7 Marks) · Other differentiating Factors (5 Marks) 	Please confirm if only write-up suffice or any documentary evidence also required, if so please mention what all documents are needed?	Write-up only
46)	46	Annexure II	Organization Overview	<p>Skill-wise availability of certified and non-certified technology personnel (architects, designers, developers and testers- Number, Names, Brief job profile and Experience in years/months) for:</p> <ul style="list-style-type: none"> · Java/J2EE (10 Marks) · Mobile Applications development using Android, iOS, Blackberry OS and Windows (15 Marks) · Web services (restful and soap based web service) (10 Marks) · Tomcat/JBoss& other popular Application Servers (5 Marks) · Expertise in Network Security (10 Marks) · Expertise in MySQL as RDBMS (10 Marks) 	<ul style="list-style-type: none"> · Please confirm how many profiles required for Java/J2EE to obtain full marks. · Please confirm how many profiles required for Mobile Applications development using Android, iOS, Blackberry OS and Windows · Please confirm how many profiles required for Web services (restful and soap based web service) · Please confirm how many profiles required for Tomcat/JBoss& other popular Application Servers · Please confirm how many profiles required for Network Security · Please confirm how many profiles required for MySQL as RDBMS · Please confirm how many profiles required for big data management using Pentaho/Hadoop/Hive/Solr/Mongo DB 	Para modified as per corrigendum

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
				· Experience of big data management using Pentaho, Hadoop, Hive, Solr, Mongo DB is desirable (10 Marks) Give detailed references to at least 4 key projects using any or all above technologies		
47)	08	II	3(I)	EMD	State Nodal agency required to furnish EMD?	In case bidder has valid exemption from government, the same should be furnished in the envelope marked 'PRE QUALIFICATION'
48)	38	IV	10.1 (iv)	SSP with the highest score in para (ii) above will be awarded the project by issuance of a work order. UIDAI, however, reserves the right, to reject any or all bids or not to award the work or to award work to more than one bidder. FP count for the payment would be those arrived at by UIDAI through its assessment and audit.	Given that the price/ FP is fixed as in Part-III, page 16/50, Table 1, Part B, Row 8 as Rs. Rs.12653.93 per function point excluding taxes. Given that selection of SSP is Quality Based as in para (ii) of Part IV, page 38/50, Section 10.1. We would request that either UIDAI publishes the FP count along with initial requirements such as to ensure that pieces of work are fixed price OR Selection be QCBS such that SSP can estimate the number of FPs as part of proposal. Currently this RFE requires SSP to bid for work without clarity around pricing which is fixed post facto by UIDAI through its assessment and audit as specified in this clause. Finally, if FP price and FP count is being fixed by UIDAI, SSP would request that UIDAI commits to a minimum number of FPs per quarter such as to justify SSPs investment of the PBG in this RFE.	Existing clause of RFE to prevail

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
49)	28	IV	1.8	<p>Taxes & Duties</p> <p>The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p>	<p>We wish to modify the clause as below:</p> <p>The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied on their income and personal property respectively under the Applicable Laws of India.</p> <p>Further, we wish to clarify that the prices quoted by the Service Provider shall be exclusive of all applicable taxes, duties, levies etc. All taxes under the contract, except those related to Service Provider's personal income and property tax, shall be the responsibility of UIDAI.</p>	Existing clause of RFE to prevail
50)	30	IV	2.1	<p>Termination/Suspension of Empanelment.</p> <p>UIDAI may at any time terminate/ suspend empanelment of any empanelled Service Provider.....</p>	<p>We prefer at least 30 days' notice period for termination/suspension of Empanelment for cause from UIDAI.</p> <p>In addition, we suggest that the Service Provider be given the right to terminate the contract at least for breach of UIDAI. We suggest the following language.</p> <p>The Service Provider shall have the right to terminate this contract for cause in the event UIDAI commits any breach of its obligations in the contract and fails to cure such breach within a period of thirty (30) days from the date of notice of breach from the contractor.</p>	Clause modified as per corrigendum

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
51)	31	IV	3.1.1	The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.	<p>Highlighted terms are vague and can be misconstrued to have different and very wide interpretation.</p> <p>Accenture is willing to warrant that its Services will be performed in a good and workmanlike manner in accordance with the agreed scope of work.</p> <p>All other warranties, conditions and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-infringement, interference with enjoyment or otherwise or herewith disclaimed.</p>	Existing clause of RFE to prevail
52)	32	IV	3.3	<p>General Confidentiality</p> <p>Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>	<p>This is a unilateral provision. Accenture during the RFP stage and prior to entering into a contract will also be providing access to certain information that may reasonably be construed to be Confidential. Therefore, we seek to make this clause mutual.</p>	Clause modified as per Corrigendum

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53)	32	IV	3.5(a)	The Service Provider (i) shall 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 (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Empanelment, 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 or the Purchaser as the case may be.	We agree to the provision of audits to be performed by UIDAI, however, we wish to clarify that: <i>UIDAI shall only be allowed to inspect Service Provider's reports and accounts solely for the purpose of assessment of Service Provider's compliance with obligations under this Agreement; provided that such audit is conducted not more than once in a calendar year, is not carried out by a Service Provider's competitor and is conducted in a manner which does not cause undue interference with Service Provider's business operations. Furthermore, any such inspection shall only be carried on prior written notice to Service Provider, which normally should be at least 30 days. Further the cost overheads, consultant's internal calculations, profit margins etc. shall not form part of the Audit scope".</i>	Clause modified as per Corrigendum
54)	33	IV	3.8	Rights of Use All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of projects awarded under this Empanelment, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of the Purchaser or its nominated agencies.	The rights to use as mentioned in the clause shall be based upon the respective licenses etc. for respective product, service, or data. The transfer of such rights may also be restricted and therefore request this clause to be deleted.	Existing clause of RFE to prevail

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55)	33	IV	3.9 (g)	The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.	The liabilities should be dealt as per the limitation of liability clause. The rogue behavior of an individual is a vague term as well as it will fall in the category of a criminal offence and therefore it should be dealt with accordingly. Request deletion of the clause.	Existing clause of RFE to prevail
56)	34	IV	3.11	UIDAI shall own the IP Rights of the software solution developed by SSP.	We propose that this provision be modified and be read as follows: (i) Ownership of intellectual property in pre-existing material of the Service Provider, including any enhancement and modifications to the pre-existing materials shall continue to be with the Service Provider. (ii) Ownership of intellectual property in all deliverables including software solution to vest with the Service Provider. (iii) Service Provider to provide a non-exclusive, perpetual license to UIDAI to use the deliverables in conjunction with the Services provided.	Existing clause of RFE to prevail
57)	37	IV	8.1 (a)	The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).	We wish to clarify that the Service Provider shall comply with all laws applicable on the Service provider as a provider of services.	Existing clause of RFE to prevail

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
58)	37	IV	8.1 (c)	The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.	We do not foresee a situation wherein UIDAI shall be made liable for non - compliance of laws by the Service provider. In light of the above, we seek to delete this clause.	Existing clause of RFE to prevail
59)	37	IV	9.1	Except in case of gross negligence or willful misconduct; and in the case of infringement pursuant to Patent Rights : (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 Service Provider to pay liquidated damages to the Purchaser; and (b) All claims regarding indemnity shall survive the termination or expiry of the Empanelment.	We wish to modify the clause as below: (a)The sole 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 indemnity obligations of the Service provider caused by gross negligence and willful misconduct for which Contractor is legally liable. (b)) 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,(including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within six (6) months after the cause of action arose.	Existing clause of RFE to prevail
60)	41	ANNE XURE I	BID COVE RING LETTE R	1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notified vide F. No._____ dated _____ for UIDAI Project, in full conformity with the said RFE document. 11. In case we are empaneled as a Software Solution Provider, we agree to abide by all the terms & conditions of the Empanelment that will be issued by UIDAI.	1. We request the UIDAI to allow the Bidders to suggest and propose deviations/assumptions (if any) which can be discussed at a later stage once the bidder is selected. 11. We request for clarity with respect the terms and conditions. Will there be any other/additional terms and conditions of empanelment which shall be issued later? If yes please share those in advance.	Existing clause of RFE to prevail

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
61)	2	Part-I	1	The Director General, UIDAI on behalf of the President of India invites ----- on pre approved rates	We would like to understand the rationale of Pre approved and request The same not be kindly be imposed for the entire period of empanelment. A provision of the increase in YOY rates should be there in terms of %	Existing clause as per RFE will prevail
62)	4	Part -II introduction	5	UIDAI intends to empanel reputed Firms as SSPs who will provide software Application Development and maintenance services and support for all core activities of software development as stated in Section III of this -----appropriate Context	How many Firms UIDAI intends to Empanel ?	All those who obtain qualifying score
63)	12	Part - II	1.11	Tenure of Empanelment: The Empanelment shall be in force until August 2019 subject to adherence to the terms and conditions of RFE. No changes with respect to terms of empanelment will be admissible during the empanelment period.	Since Empanelment period is for a longer period there should be provision for increase in price year on year basis to take of increase in Manpower/services rates and inflation etc	Existing clause as per RFE will prevail
64)	12	Part - II	6	PBG	We request that PBG amount may kindly consider to 10 Lacs in place of 20 lacs and the PBG be allowed to be renewed YOY basis.	Existing clause as per RFE will prevail
65)	14	Part - III	1 b	The bidder should be operating in the field of software dev and software solutions.	We request that the following be considered to be added : The bidder should be operating in the field of software development and software solutions/services	Existing clause as per RFE will prevail
66)	14	Part - III	2b	Pre-qualification b) Overall annual turn over of Minimum Rupees 30 Crores from sale of software development services to their clients in India and abroad during the previous three financial year (2011-2012, 2012-2013, & 2013-2014)	We request that certificate of CA may also be considered and the turnover in place of 40 Crores - 100 crores plus be considered. The window for the Last 5 years be considered in place of 3 years	Existing clause as per RFE will prevail

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
67)	14	Part - III	3	In last 5 years the bidders should have completed at least 3 assignments involving Project Management/ design of IT system -----at Rs 50 Lacs	We wish to understand why the there is requirement of hardware in the projects required . This may kindly be excluded as it is software projects which needs to be considered	Existing clause as per RFE will prevail
68)	15	Part - III	4	Bidder Should not have defaulted on any bank/institution loans, statutory dues and liabilities in the past	We request that in place of Statutory Auditors/CEO - self undertaking from person having POA should be considered or from Company Secretary	Existing clause as per RFE will prevail
69)	15	Part - III	6	Should not have been black listed by any government agency/department at any point of time	We request that in place of Statutory Auditors/CEO- self undertaking from person having POA should be considered or from Company Secretary	Existing clause as per RFE will prevail
70)	16	Part - III	8	An undertaking from the authorized signatory of the company to the effect that “Software Service Provider shall abide by all the terms and conditions of the RFE Document and provide services as per the section -III @ 12653.95 Per function Point Excluding taxes during the empanelment period or extension thereof	We would like to request that Pre approved may kindly be not imposed ? And instead vendor may be allowed to quote their rates based on categories as done earlier Since Empanelment period is for a longer period there should be provision for increase in price year on year basis to take of increase in Manpower/services rates and inflation etc	Existing clause as per RFE will prevail
71)	23	Section III Part - I	4	Certified Technical Architects and project Manager	We understand project Management would be done by UIDAI. Please confirm. What would be the engagement model for the bidder Resources under these category	It will be SSP who will manage the project. UIDAI will conduct milestone reviews
72)	24	Part - II		Service Level Agreements & Targets - LD	We request that maximum LD under any provision on this agreement should be restricted 10 % only of the project value	Response same as Sl.No. 11

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
73)	27	Section IV Part - I	1.6	Location All development work will be carried from the premises of SSP unless there is a special request from UIDAI to deploy development team at their premises	We assume If the development is to be done UIDAI site UIDAI would provide the Development infrastructure/Seating arrangement etc	UIDAI will only provide seating space and basic amenities. SSP's team deployed at UIDAI's site will carry their own laptops
74)	25	Section III Part - II		Warranty period and Maintenance for Projects	Since each project would be awarded separately having terms and condition. What is the reason for mentioning warranty would be provided for 3 months. Please clarify	This is only indicative. Warranty period will be defined in the RFP to be floated in future for specific application.
75)	30	Section IV Part - I	2.1	Termination / Suspension of Empanelment	We request that the following clause may kindly incorporated Each party shall have the right to terminate this Agreement, by a prior notice of 30 days in writing to the other party upon the occurrence of any of the following events; a) If either party commits any willful breach of any terms stipulated in this Agreement and has failed to rectify the same within notice period of 30 days b) If either party enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or makes an assignment for the benefit of or compounds with its credit or so has a Manager or Receiver appointed in respect of all or any part of its business or a petition for winding-up or judicial management is presented against the other party or the other party ceases to carry on any part of its business or threatens to do any of	As per Corrigendum

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
					<p>these things.</p> <p>c) Either party shall be entitled to terminate this agreement after giving reasonable cause and thirty (30) day notice in writing to the other party. On the expiry or termination of this Agreement, all rights and obligations of the parties shall automatically terminate except; -for such rights of actions that have accrued prior to such termination and any obligations, which expressly or by implication are intended to come into or continue in force on or after such termination including the Parties obligations under the clauses relating to confidentiality</p> <p>In case of early termination <u>name of the party</u> shall be paid for the work done till the date of the termination.</p>	
76)			General		We request that a pre-bid meeting may kindly be arranged. This would give enable us to understand the perspective of UIDAI wrt to this RFP	Need for pre-bid meeting is not felt
77)	37	Section IV Part I	9.1	Limitation of Liability	<p>We request that the following limitation Liability be considered</p> <p>Limitation of Liability</p> <p>Notwithstanding anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility Also the liability under the risk purchase clause will be limited to the contractual value.</p>	Same response as given at Sl.No. 15 above.

SL. No.	Page	Section	Clause	RFE Statement	Query	Response/ Clarification
78)	44-45	Annexure-II		Evaluation criteria	We understand that Bidders would be evaluated on the project done by them and not on CV's submitted?	Evaluation will be inter alia based on Project done and Skill-wise availability as per RFP.
					Do we need to submit CV's?	CVs are required
					Please explain What is intended by expertise in Network security?	This refers to skill-wise availability of certified and non-certified technology personnel in this field and this requirement is related to design of distributed applications and deployment architectures
					What is intended by experience in assets creation please clarify	Reusable artifacts
					We assume we need to only submit the case studies only ?	As stated in the Annexure II