

Annexure I

Modification/clarification on Aadhaar DMS RFP

| S.No. | Details |
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| 1. | <p>Original Clause(Section IV , Para 16 at page 26) : The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties as applicable up to the completion of job. Any increase in the rates will not be allowed.</p> <p>Modified clause : Section IV ,Para 16 may be read as “ The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes , duties as applicable up to the completion of job. Applicable Taxes and duties will be paid as per actual. “</p> |
| 2. | <p>Original Clause(SLA , Page 39) : “A penalty of 0.25% of the cost shall be charged per day of delay on pro rata basis”.</p> <p>Modified clause : “ A penalty of 0.25% of the cost of collection, transportation and storage of physical document, conversion of physical document into electronic document , storage of electronic document , destruction of physical /electronic document after prescribed preservation period per page (Form 8 ,part -1 , S.No. 1 at Page 35), shall be charged per day of delay on pro rata basis.</p> |
| 3. | <p>Original Clause (Section II , Para 25 , page 18). Within 15 days after receipt of notification of award of the Contract from UIDAI, the successful Bidder shall furnish performance guarantee bond to UIDAI, which shall be equal to 10 percent of the value of the contract(for 10 crores residents) and shall be in the form of a bank guarantee bond from a Nationalized/scheduled Bank in the Proforma given in Form-9, Section V. Performance bank guarantee should be renewed time to time before expiry during entire period of contract.</p> <p>Modified clause : Within 15 days after receipt of notification of award of the Contract from UIDAI, the successful Bidder shall furnish performance guarantee bond to UIDAI, which shall be equal to 10 percent of the value of the contract(for 10 crores residents) and shall be in the form of a bank guarantee bond from a Nationalized/scheduled Bank in the Proforma given in Form-9, Section V. Performance bank guarantee should be renewed time to time before expiry during entire period of contract. Amount of Bank Guarantee (10 % of contract value) will change as enrolment progresses during contact period.</p> |
| 4. | <p>Original Clause (Section III , Clause 2.VIII , Page 21): The scanned document should have at least 600 dpi. Scanning facility of forms and documents will have to be provided with due quality checks (scanned image should not be blurred, folded, too dark or too light to read etc.). Scanned image of the document should be clear and readable. Photo of resident should be identifiable. Scanned data will have to be mapped with EID (Enrolment ID) No. for ease of retrieval.</p> <p>Modified clause : The scanned document should be in TIFF Format, in gray scale and have at least 200 dpi. Scanning facility of forms and documents will have to be provided with due quality checks (scanned image should not be blurred, folded, too dark or too light to read etc.). Scanned image of the document should be clear and readable. Photo of resident should be identifiable. Scanned data will have to be mapped with 28 digit EID (Enrolment ID) No. for ease of retrieval.</p> |
| 5. | <p>Original Clause : (Section III, clause 4 . III) “There should also be facility for third part audit.”</p> <p>Modified clause : “There should also be facility for third party audit. Third party audit will be required to be conducted half yearly. ”</p> |

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| 6. | <p>1. Original Clause(Section IV , clause 12 , page 25)</p> <p>Termination for Default</p> <p>The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:</p> <p>i. If the agency fails to deliver any or all of the Solution/services within the period(s) specified in the Contract.</p> <p>ii. If the agency fails to perform as per the performance standards.</p> <p>iii. If the agency, in the judgment of The Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <hr/> <p>Modified clause(Section IV , Clause 12 , Page 25) : Termination for Default</p> <p>The Tendering Authority may, without prejudice to any other remedy for breach of contract, by giving prior notice of 30 days to set the default, sent to the Agency, terminate the Contract in whole or part:</p> <p>i. If the agency fails to deliver any or all of the Solution/services within the period(s) specified in the Contract.</p> <p>ii. If the agency fails to perform as per the performance standards.</p> <p>iii. If the agency, in the judgment of The Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> |
| 7 | <p>Original Clause (Section IV, para 20 , page 27). The Intellectual Property Right (IPR) of the source code and documentation and design will be with the Tendering Authority. The agency will have to submit source code and required documentation to the Tendering Authority after completion of contract period. Tendering Authority will have full right over the source code and the agency will not possess any rights. All Intellectual Property Rights(IPR) with respect to any or all records to be stored will belong to the UIDAI.</p> <hr/> <p>Modified clause : Section IV , Para 20 may be read as “The Intellectual Property Right (IPR) of the source code and documentation and design created specifically for DMS UID will be with the Tendering Authority. The agency will have to submit source code and required documentation to the Tendering Authority after completion of contract period. Tendering Authority will have full right over the source code and the agency will not possess any rights. All Intellectual Property Rights(IPR) with respect to any or all records to be stored will belong to the UIDAI “.</p> |
| 8 | <p>Original Clause (Section II , Para 11 , page 13) : Demand Draft for Earnest Money Deposit (EMD)</p> <hr/> <p>Modified clause : EMD may also be deposited in the form of Bank Guarantee . Format of Bank guarantee for EMD is given as Form 7.</p> |

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| 9. | <p>Original Clause (Section II , Para 1.2 d, page 7) : In the last three financial years i.e. 2007-08 to 2009-10 the bidder should have achieved an annual financial turnover of Rs. 100 crores in at least one year. The bidders shall submit audited annual accounts of all three years in respect of this requirement.</p> |
| | <p>Modified clause : Section II , Para 1.2 d may be read as “In the last three financial years i.e. 2007-08 to 2009-10 the bidder should have achieved an annual financial turnover of Rs. 20 crores in at least one year. The bidders shall submit audited annual accounts of all three years in respect of this requirement.”</p> |
| 10. | <p>Clarification: Activities of pick-up / courier can only be sub-contracted to a vendor who is not a consortium partner, but the bidder will be responsible for any lapse in delivery of service..</p> |
| 11. | <p>Original Clause (Section IV , Para 8 , page 24). In future UIDAI may like to shift electronic storage devices and Application servers at their own data centres to be managed by Managed Service Provider. The selected bidder will have to coordinate for smooth transition without any operational failure.</p> <p>Modified clause : Section IV , Para 8 may be read as “ In future UIDAI may like to shift electronic storage devices and Application servers at their own data centers to be managed by Managed Service Provider. The selected bidder will have to coordinate for smooth transition without any operational failure.</p> <p>UIDAI reserves the right to assign the contract with the Aadhaar DMS agency to a MSP contracted by it. It does not envisage transfer of assets of the Aadhaar DMS either to itself or to the MSP during the currency of the contract . “</p> |
| 12. | <p>Original Clause (Section II , Para 1.2 & C , d & e).</p> <p>Modified clause : Experience of consortium members will be counted for Section II , Para 1.2 c, d & e.</p> |
| 13. | <p>Original Clause (Section IV , Para 22 , page 27). Notwithstanding anything to the contrary contained in the conditions of the contract , in no event will the agency be liable to the Tendering Authority, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total fees payable under the Project.</p> <p>Modified clause : Except in case of gross negligence or wilful misconduct on the part of the AGENCY or its agents/ sub-contractors/ Team/ representatives/ employees etc. or on the part of any person or company acting on behalf of the AGENCY in executing the work or in carrying out its/ their obligations under this contract, the AGENCY, with respect to damage caused by the AGENCY or its agents/ Team/ sub-contractors/ representatives/ employees, to the property and/or assets of the Purchaser or of any of Purchaser’s vendors, shall not be liable to the Purchaser:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) Contract Value, or (B) the proceeds the AGENCY may be entitled to receive from any insurance maintained by the AGENCY to cover such a liability, whichever of (A) or (B) is higher. <p>1.1 This limitation of liability shall not affect the AGENCY liability, if any, for damage to Third Parties caused by the AGENCY or its agents/ sub-contractor(s)/ Team/ representatives/ employees or any person or firm/company acting on behalf of the</p> |

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| | AGENCY in executing the work or in carrying out the Services/ obligations under the Contract. |
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| 14 | Clarification: UIDAI will bear cost for 3 rd Party Audit. |
| 15 | Proposed addition(Section III,Para II.8) : “ Ware houses should meet ISO specifications .UIDAI may get warehouses inspected by a 3 rd party. |
| 16 | Proposed clarificationModification : UIDAI may extend contract even after 5 years if it so desires,on the same terms and condition. Agency will be bound to accept UIDAI’s offer. |
| 17. | Modified clause : Section III , Para 2.XIX may be read as “Aadhaar Document management system should be interoperable to facilitate smooth takeover by any other vendor after 5 years. The Agency will make over the Physical records , Electronic records along with indexing database to the new vendor so that the UIDAI services are not affected.. New Vendor , if he so desires , may take over assets of the existing Agency , on commercial terms to be reached between the two.. |
| 18 | Original Clause (Section II , Para 1.2 e , page 7). Bidder should have at least three live implementation sites in India with more than 3 crores documents archived (physical as well as electronic). The bidder shall provide valid work orders/certification of completion to this extent. Modified clause(Section II, Para 1.2e,Page 7) : Bidder should have at least three live implementation sites in India with 9 crores or more documents archived (physical as well as electronic) in all 3 put together. But each individual site must have at least 1 crores documents. The bidder shall provide valid work orders/certification of completion to this extent. |
| 19. | Clarification: If some documents are printed both side then payment will be made as per scanned images. |
| 20. | Clarification: Selected bidder will have to start operation throughout the country, within 30 days after date of award of work. |
| 21. | Clarification(Section III, Para 5 , page 22): The vendor is expected to explore solutions for securing and safeguarding physical documents, data & information stored in the various repository databases against threats, the capability of automatic archiving, retaining or retiring information based on document aging and the ability to manage sensitive and confidential documents. Apart from that, the DMS should be firewall protected. Third party Security Audits will be done periodically. All the prevalent Data protection / Privacy law of the country will have to be adhered by the selected bidder. |