

| Response to Bidder's query in respect RFP No. T-1104/27/2017-Tech dated 11/10/2017 | | | | | | |
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| Sr. No. | Section No. | Clause No. | Page number in clause | Existing provision in the Clause | Clarification Sought | UIDAI Response |
| 1 | Not mentioned | Point A | Page no 5 | Previous experience in Software projects Interested Agency should demonstrate experience and innovativeness in Software Development domain. Interested Agency shall submit details of 3 innovative projects which they have undertaken in the technical proposal. All the projects should have gone live or should have been executed in last 5 years ending on the last date of month prior to bid submission month. Interested Agency should demonstrate the capability to deliver complex projects using open source stack to address massive scalability, advanced security, high reliability, large traffic volume / concurrent users and 24x7 availability. The projects as mentioned by bidder should demonstrate some of the aspects such as complex system design, uniqueness of the solution, architecture, use of open source, use of advanced algorithms, scalability, mobile and web innovations, security, big data analytics, automated devops, automated testing, etc. Evaluation of the projects will be based on the above factors. Projects that are live in production will carry higher weight age during evaluation. Agencies specializing in areas such as testing, devops, etc. may also show case projects done by them. 5 page write-up in Calibri 12 fonts + citations should be furnished. | We sincerely request from the department to consider Start Up (recognized by Department of Industrial Policy and Promotion) also for participating in this RFE. The previous experience clause can be reconsidered for its applicability on Start Up's. This request is made under the letter issued by Ministry of Finance - Department of Expenditure Procurement Policy Division for relaxation of prior turnover and prior experience in public procurement (dated 27 July 2017) | No change Any organization with requisite experience can participate for empanelment. Startup may also participate as per extant Government policy. |
| 2 | Not Mentioned | | | | Should the write up of our projects should be 5 pages collated or each project should be 5 pages each | Write up about each project should be at least 5 pages each |
| 3 | Not Mentioned | | | | Should the proposal be submitted only online or submit a hard copy as well | It is already mentioned in RFE that proposal shall be submitted through CPP portal. Refer clause 2.1 of RFP for further details |
| 4 | Not Mentioned | | | | Will the projects be onsite or can be | Query not clear, projects shall be done on site i.e. at Delhi or Bengaluru at UIDAI offices |
| 5 | Not Mentioned | | | | Should the presentation be uploaded on the website or submitted via email | Presentation shall not be uploaded along with the bid. Bidders are required to render the presentation to the committee during the process of evaluation. |

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| 6 | Technical Evaluation | Evaluation Criteria | Page 4 | <p>Previous experience in Software projects Interested Agency should demonstrate experience and innovativeness in Software Development domain. Interested Agency shall submit details of 3 innovative projects which they have undertaken in the technical proposal. All the projects should have gone live or should have been executed in last 5 years ending on the last date of month prior to bid submission month. Interested Agency should demonstrate the capability to deliver complex projects using open source stack to address massive scalability, advanced security, high reliability, large traffic volume / concurrent users and 24x7 availability. The projects as mentioned by bidder should demonstrate some of the aspects such as complex system design, uniqueness of the solution, architecture, use of open source, use of advanced algorithms, scalability, mobile and web innovations, security, big data analytics, automated devops, automated testing, etc. Evaluation of the projects will be based on the above factors. Projects that are live in production will carry higher weight age during evaluation. Agencies specializing in areas such as testing, devops, etc. may also show case projects done by them.</p> <p>5 page write-up in Calibri 12 fonts + citations should be furnished.</p> | We request you to consider the technical capability and understanding of project director profile who may not have involved in the project under evaluation but part of the organization and responsible for driving the echosym. Also request you to assign some marks to this specific aspect. | Experience of project undertaken is being considered instead of manpower deployed in those projects. |
| 7 | Section4 | Scope of work | 9 | If selected agency is not able to fulfill specific roles in the contract, UIDAI will have the right to fulfill these roles from other empanelled Agencies and place them as part of the team | Would like to understand how many agencies would be there in the panel. | Agency qualifying will be empanelled without any restriction on numbers |
| 8 | Section3 | General Conditions of the contract | 7 | The contract with empanelled firm shall be applicable initially for a period of 2 years (two years) from date of signing on contract which may be extended by 1 year (one year). After every year of the contract the man month rate for all categories shall be increased by 5%. | increment of 5% is very low, keeping this industry trend and performing employee, this value should be minimum 15%. It is important for retention and ensuring performing employees are retained for longer period. | No change |
| 9 | Section3 | General Conditions of the contract | 8 | At times empanelled agencies shall be asked to deploy resources on partial monthly basis also with min of 25% man month as billing. However this is applicable only for very senior resources/Technology specific resources under the categories of Principal Architect, Product Manager, Back End Architect, Front End Architect and Security Architect. However the association of these resources should be longer like minimum of TWO years. | Please also define the minimum associations for other employees also like one year. | Association of resources are based upon the requirement of the project and the performance of the resource. |
| 10 | Section3 | General Conditions of the contract | 8 | At times empanelled agencies shall be asked to deploy resources on partial monthly basis also with min of 25% man month as billing. However this is applicable only for very senior resources/Technology specific resources under the categories of Principal Architect, Product Manager, Back End Architect, Front End Architect and Security Architect. However the association of these resources should be longer like minimum of TWO years. | In case of hiring on partial basis, technical evaluation of minimum one experienced resource should also be done on experienced resources and understanding of UIDAI. | Query not clear |
| 11 | Section4 | Scope of work | 10 | Resources engaged under the Empanelment from the empanelled agencies can be deployed at its Head quarter at Delhi or Technology centre at Bangalore. The resources may be required to travel to other locations in India. For Such travel, UIDAI shall provide TA/DA applicable to ADG level at UIDAI | TA/DA should be graded and better for Sr resources (cost category), just to ensure a match with market perks. | No change |
| 12 | Section4 | Scope of work | 10 | Resources placed under any assignment shall be evaluated every month for the performance and the monthly payment will be made as per rates mentioned in Annexure 2. Agency shall replace low performing resources. For such purpose UIDAI shall give one month notice to the respective Agency. During the notice period of one month Agency shall be paid only 75 % of the respective man month rate on prorata basis. | what happens, if agency failed to replace people within one month. It is proposed that 100% shall be paid for one month after notice and 75% for the second month only to give enough time to replace and also provide overlapping period. | During notice period of one month only 75% of respective man month rate shall be paid |

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| 13 | Section3 | General Condition s of the contract | 8 | The local holiday schedule of UIDAI will be followed and no paid leaves will be provided | Resources shall be allowed CL/PL as it is offered to other employees. Clarity is not provided on this front. | There are no paid leaves and the payment are based upon number of days worked in a month. |
| 14 | Section3 | General Condition s of the contract | 8 | The total cost of the Services to be provided under the respective assignment payable to the empanelled firm shall be derived on the basis of staff man month rates as provided in Schedule of rates in Annexure 2, for all the personnel and the time period as per the purchase order. Payment shall be made monthly on the Time and material basis. The biometric attendance will be done by UIDAI for the manpower and it form the basis of payments to be made to agency. Also working hours will be from 0930 hrs till 1800 hrs from Monday to Friday. However, as and when necessary based on criticality, it is expected that the deployed resource will work extra hours including weekdays or weekend without any additional payment. The local holiday schedule of UIDAI will be followed and no paid leaves will be provided | 1. How will be the attendance taken for the resources, which are taken of part time basis. 2. Attendance approval process needs to defined, in case of delay or due to delay in working during nights. Hence working hours of 168 Hrs is more important. | Senior resources will be deployed for specific days (Min 25% of month) of the month and not on partial day basis. Due to necessary criticality ,for work of extra hours and/or on weekend, no additional payment shall be made |
| 15 | Not mentioned | 8 | 7 | UIDAI may by written notice sent to the empanelled firm, terminate the Contract, in whole or in part, with 30 days notice ,at its convenience | Request modification as below: UIDAI may by written notice sent to the empanelled firm, terminate the Contract, in whole or in part, with 60 30 days notice ,at its convenience <u>provided the Vendor is paid for all work incl WIP till date.</u> | No change Vendor shall be paid for all the months resources have worked. |
| 16 | Not mentioned | 10 | 7 | The contract with empanelled firm shall be applicable initially for a period of 2 years (two years) from date of signing on contract which may be extended by 1 year (one year). After every year of the contract the man month rate for all categories shall be increased by 5%. | Request modification as below: The contract with empanelled firm shall be applicable initially for a period of 2 years (two years) from date of signing on contract which may be extended by 1 year (one year). After every year of the contract the man month rate for all categories shall be increased by 5%. <u>10%</u> | No change |
| 17 | Not mentioned | 15 | 8 | The total cost of the Services to be provided under the respective assignment payable to the empanelled firm shall be derived on the basis of staff man month rates as provided in Schedule of rates in Annexure 2, for all the personnel and the time period as per the purchase order. Payment shall be made monthly on the Time and material basis. The biometric attendance will be done by UIDAI for the manpower and it form the basis of payments to be made to agency. Also working hours will be from 0930 hrs till 1800 hrs from Monday to Friday. However, as and when necessary based on criticality, it is expected that the deployed resource will work extra hours including weekdays or weekend without any additional payment. The local holiday schedule of UIDAI will be followed and no paid leaves will be provided | Request modification as below: The total cost of the Services to be provided under the respective assignment payable to the empanelled firm shall be derived on the basis of staff man month rates as provided in Schedule of rates in Annexure 2, for all the personnel and the time period as per the purchase order. Payment shall be made monthly on the Time and material basis. The biometric attendance will be done by UIDAI for the manpower and it form the basis of payments to be made to agency. Also working hours will be from 0930 hrs till 1800 hrs from Monday to Friday. However, as and when necessary based on criticality, it is expected that the deployed resource will work extra hours including weekdays or weekend <u>for without any additional payment. The local holiday schedule of UIDAI will be followed and no paid leaves will be provided. Rate will be quoted on man month basis. personal leaves taken by resources shall be deducted.</u> | No change |
| 18 | Not mentioned | 16 | 8 | At times empanelled agencies shall be asked to deploy resources on partial monthly basis also with min of 25% man month as billing. However this is applicable only for very senior resources/Technology specific resources under the categories of Principal Architect, Product Manager, Back End Architect, Front End Architect and Security Architect. However the association of these resources should be longer like minimum of TWO years. | Request modification as below: At times empanelled agencies shall be asked to deploy resources on partial monthly basis also with min of 25% man month as billing. However this is applicable only for very senior resources/Technology specific resources under the categories of Principal Architect, Product Manager, Back End Architect, Front End Architect and Security Architect. However the association of these resources should be longer like minimum of TWO years. <u>all travel & boading & lodging for short term resources shall be borne by Purchaser.</u> | No change |

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| 19 | Not mentioned | 21 | 8 | Empanelled agencies shall ensure that required resources shall be on-boarded with UIDAI within 30 days of receipt of work order. In case of agency is not in a position to onboard the resource, it shall be intimated within 15 days , else LD @1% per day of the monthly cost of resource shall be levied for delay beyond 30 days (delay in on-boarding) / 15 days (delay in intimation of inability of onboarding) . The maximum LD will be 5% of the Work Order. The LD will be deducted from the monthly payment to vendor | Request modification as below: Empanelled agencies shall ensure that required resources shall be on-boarded with UIDAI within 30 days of receipt of work order. In case of agency is not in a position to onboard the resource, it shall be intimated within 15 days , else LD @1% .5% per day of the monthly cost of delayed deployed resource shall be levied for delay beyond 30 days (delay in on-boarding) / 15 days (delay in intimation of inability of onboarding) . The maximum LD will be 5% 3% of the Work Order. The LD will be deducted from the monthly payment to vendor | No change |
| 20 | Not mentioned | 11 | 10 | Resources placed under any assignment shall be evaluated every month for the performance and the monthly payment will be made as per rates mentioned in Annexure 2. Agency shall replace low performing resources. For such purpose UIDAI shall give one month notice to the respective Agency. During the notice period of one month Agency shall be paid only 75 % of the respective man month rate on prorata basis | Request modification as below: Resources placed under any assignment shall be evaluated every month for the performance and the monthly payment will be made as per rates mentioned in Annexure 2. Agency shall replace low performing resources. For such purpose UIDAI shall give one month notice to the respective Agency. During the notice period of one month Agency shall be paid only 90% 75% of the respective man month rate on prorata basis | No change |
| 21 | Not mentioned | Table 2 | 14 | S No Cost Categories Cost per month (Excluding Tax) (i) (ii) 1 A 3,60,000/- 2 B 2,75,000/- 3 C 2,75,000/- 4 D 2,11,000/- 5 E 1,32,000/ | Request modification as below: S No Cost Categories Cost per month (Excluding Tax) (i) (ii) 1 A 400,000/- 3,60,000/- 2 B 300,000/- 2,75,000/- 3 C 300,000/- 2,75,000/- 4 D 240,000/- 2,11,000/- 5 E 160,000 1,32,000/- <u>These rates are for Normal shift & pure resource cost. All travel etc shall be reimbursed on actual. Laptop shall be provided by client. For niche skill additional rate of 10% shall be added to above rates</u> | No change |
| 22 | Not mentioned | 4 | 7 | Except in case of gross negligence or willful misconduct on the part of the Empanelled Agency or on the part of any person acting on behalf of the Empanelled Agency in carrying out the services, the Empanelled Agency, shall not be liable to Purchaser for any indirect or consequential loss or damage and for any direct loss or damage that exceeds the Contract Value. This limitation of liability shall not affect the Empanelled Agency's liability, if any, for damage to Third Parties caused by the Empanelled Agency/ Empanelled Agency's Team or any person or firm/ company acting on behalf of the Empanelled Agency in executing the work or in carrying out the services. | Request modification as below: 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 Service Provider to pay liquidated damages to the Purchaser; and b. The aggregate liability of the Service Provider to the Purchaser 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 any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement. c. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract. | Pl refer corrigendum |
| 23 | Not mentioned | | | Can we submit the project descriptions in any other font except Calibri ? Just so that you know, it is either distributed free with MS Office, OR, one has to purchase this font (for legal use). Being ardent supporters of Open Source, we use LibreOffice / OpenOffice, and therefore the question | Project description may be submitted in other font. However it should be easily readable and should be similar in compactness to Calibri | |

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| 24 | Section III | General Condition s point : 21 | 8of 14 | Empanelled agencies shall ensure that required resources shall be on-boarded with UIDAI within 30 days of receipt of work order. | work order of a specific assignment. Does UIDAI specify requirement of the location of the resource deployment in advance. | Locations are only at UIDAI HQ at Delhi and DC at Hebbal, Bengaluru. For any location specific deployment, same may be communicated before the interview. |
| 25 | General | Not mentione d | | | Does UIDAI expect the Participating agency to provide specific profiles of the technical resources & in such case is there any minimum number , please clarify. | No minimum number, however pl refer clause 6 of section IV |
| 26 | General | Not mentioned | | | Request UIDAI to provide the current technical resource pool strength category wise and expected during the empanelment period. | pl refer clause 6 of section IV,however this is only for guidance, numbers and profiles shall change based on requirements |
| 27 | Not mentioned | | | | Do we need get the resources on board and then put them across to your team for an interview or do we need to already have them on board before we could participate in the bid. | Refer Section IV, para 4 and para 5 for further details |
| 28 | Not mentioned | | | | If at we qualify through the demo then what would would be the time given for us to hire the resources and put them up for an interview with your team. | Refer Section IV, para 4 and para 5 for further details Refer Section III, para 21 for resource onboarding time |