

## Response to Queries for RFP on hiring of agencies for Aadhaar Data Quality Check (ADQCSAs)

Vendor 1						
S. N o.	Page No. Of RFP	Section	Clause	RFP Statement	Query/ Suggestion	UIDAI Response
1	General	General	General	General	Kindly provide the details about the existing ADQCSAs?	There are no existing ADQCSAs. Presently QC is being carried out in-house.
2	24	III	2.8	The Quality Check applications developed by UIDAI MSP may be modified during the currency of the agreement as per changes in processes for enrolment, updation or quality check as well as to incorporate business process re-engineering with an aim to enhance efficiencies of the entire system of Aadhaar which may result in change of quantum of QC work. This may result in increase or decrease in QC effort on part of the operators. This shall be dealt through the Change Request procedure on mutually agreed terms under the contract as defined at Appendix VI-G. The value of such change will not be more than +/- 25% of the total contract value for each	We understand that any change in the Quality Check application developed by UIDAI MSP will be done by the UIDAI MSP and it would not be in the scope of ADQCSA. Kindly confirm.	Confirmed.
3	General	General	General	Sample Data	We request you to kindly provide the sample data in order estimate the quantam of time required for processing One Quality Check request.	Data for enrolments and updates done per month has been shared. Further bidders are invited to witness the live QC check to estimate the speed of checking of packets.

4	General	General	General	Live Demo	We request you to kindly arrange the live demo on the QC Application which will help the bidder to understand the procedure very well.	Live demo will be arranged for interested bidders on specific request. Bidders may send their requests on the email provided in the RFP.
5	23	III	2.2	UIDAI has engaged MSP (Managed Service Provider) for development, maintenance and support for various IT related systems and components of the Aadhaar ecosystem. UIDAI, through the MSP has developed different QC applications for undertaking document based and without documents QC, both for the Enrolment and update requests received from the residents through assisted mode.	We understand that the the QC will be done through the application developed by MSP and there will be no involvement of physical/ manual QC. Kindly confirm.	Confirmed.
6	24	III	2.11	Bidders must familiarize themselves with the latest state-wise Aadhaar saturation data and documents required for enrolment & update process as available at UIDAI website for better understanding of Aadhaar process and working out the quantum of time required for each process and likely manpower requirements.	What is the average quantum of time required to process One Quality Check request as per the existing QC procedure?	It is not feasible to specify this. You may refer to Para 2.6 pg 24 of the RFP on this.

7	26	III	5.2	UIDAI QC applications shall equally divide the total packets (out of %ages mentioned/ decided for outsourcing) uploaded every day, between both the QC Agencies. ADQCSAs shall have to complete all records provided daily as per the SLA.	We understand that the data will be provided through the MSP developed application online or is there any other mode?	All QC packets will be provided through MSP developed portal only.
8	26	III	5.5	During the entire contract period, UIDAI shall provide the historical data with regards to number of requests received for enrolment and updates to the QC agencies on monthly basis. QC agencies are expected to utilize the data to analyse future volume expectation from these (estimation with respect to next six-month period SLA) and adjust in the resources accordingly.	We understand that during the contract period only the ongoing enrollment and update data will be provided for QC purpose.	UIDAI will only provide data on historical enrolments and updates to ADQCSA for effort estimation
9	29	III	8.2.2 (b)	Deployment of the required hardware/software for setting up of the QC processing centers for the enrolment and update requests.	What software is required to conduct QC from ADQCSA end?	The QC portals will be provided by UIDAI. ADQCSA will have to cater for generic system software etc. like OS.
10	29	III	8.2.2 (c)	Set up the required infrastructure at the location of the QC processing center(s). Keeping in mind the multi-language skill required for the processing, the ADQCSA may propose to set-up the center at multiple locations (Maximum of 05 centers across the country).	Can the ADQCSA open 1 (one) center if it has sufficient infrastructure and manpower considering the language proficiency? Kindly confirm.	It is entirely at the discretion of ADQCSA. UIDAI has only specified max limit of centers as 05.

11	29	III	8.2.2(d)	Establish the secure MPLS connectivity of adequate bandwidth between the QC processing centers and the UIDAI systems as per the UIDAI's security protocols..	1.What is MPLS Bandwidth required between QC Processing Centre and UIDAI? 2.Whether UIDAI will provide internet	1. ADQCSA has to plan this keeping in view the number of QC operators to be deployed at a particular center. Approx size of each packet is 3-5 MB. 2. UIDAI will not provide any internet.
12	31	III	9.3g (5)	Servers and Desktops are all put on UPS	Whether UIDAI will provide UPS? Whether any server are to	UIDAI will not provide any hardware. These are as per internal requirements of ADQCSAs
13	General	General	General	QC Packet	How many enrollment and update One QC Packet contains?	One QC packet will pertain to either one fresh enrolment or one update.
14	91	-	F	Pre Bid/ Pre Contract Integrity Pact	It is required on plain paper or stamp paper? If on stamp paper please provide denomination of stamp paper.	On plain paper duly signed only.
15	27	III	6.1	Hiring Manpower	We understand that the Manpower requirement would depend upon the demographic data vis-a-visa the QC Centres. Or is there any minimum specific requirement of manpower for each QC Data Centre? Kindly confirm.	Ther is no minimum manpower requirement per QC Center by UIDAI. ADQCSAs have to plan these as per their requirements.

16	36	III		Turn Around Time (TAT)- 5 days	We understand that the TAT of 5 days will be given to conduct the QC of each day data. For Example, if data is given today i.e (08/01/2018) for QC, the ADQCSA has to carry out the QC till 12/01/2018. Or the QC of the data will be done on the same. Kindly confirm.	TAT of 5 days implies each packet has to be finally disposed by ADQCSA within 5 days of assignment to the ADQCSA, after which SLA penalty will be invoked.
<b>Vendor 2</b>						
S. No.	Page No, of RFP	Section	Clause	RFP Statement	Query/ Suggestion	UIDAI Response
1	31	9.3	g	All users must have domain User Ids and should not have admin rights to the desktop.	Understand associates will Log-on to local Domain for windows login and then remotely access process specific applications through	Yes, here it is referred that each desktop should be under the control of Active Directory so that privileges on the desktops can be centrally controlled. No user to have admin control on the
2	78	Annexure VI	D (3-Access Control)	The QC interface shall be accessed through the unique user ID and password provided by UIDAI to the authorized personnel of the ADQCSA. The "One Time Password" (OTP) received on the registered mobile number of the authorized ADQCSA personnel shall be used to complete the dual authentication process	Understand UIDAI will manage & provide login Credentials for SFTP with OTP for dual authentication on mobile. Please help to understand it since Mobile phones will be strictly restricted in Operational Area.	The QC interface shall be accessed through the unique user ID and password provided by UIDAI to the authorized personnel of the ADQCSA. The access control may include dual authentication process.
3	29	8.2.2	b	Deployment of the required hardware/software for setting up of the QC processing centers for the enrolment and update requests	Understand for QC Operations, application/software will be provided by Client. Though	The QC portals will be provided by UIDAI. ADQCSA will have to cater for generic system softwares etc. like OS etc.

4	29	8.2.2	d	Establish the secure MPLS connectivity of adequate bandwidth between the QC processing centers and the UIDAI systems as per the UIDAI's security protocols.	We assume for Data application access, ADQCSA has to provide MPLS Connectivity till Bangalore & Manesar. Please also share	ADQCSA has to plan this keeping in view the number of QC operators to be deployed at a particular center. Approx size of each packet is 3-5 MB.
5	30	9	9.2	Before commencement of QC operation all proposed QC Centres shall be jointly inspected by UIDAI and the agency officials. ADQCSA shall submit an operational readiness request before such inspection. The joint team shall inspect the premises for adequacy of the Infrastructure, security and other administrative aspects and provide a certificate for commencement of QC operations.	Is there any expectation from Vendor for set-up and finalization of vendors, like: Security, Housekeeping etc.	Details have been specified in the RFP. Besides meeting security and connectivity requirements, the premises should provide a congenial working place for efficient QC operations.
6	30	9	9.3	a. to f.	What is the role of Vendor in all arrangements	To provide and maintain QC premises
7	81	V.	17	All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure;	Is Vendor provide support to maintain/service equipment	It will be up to the ADQCSA to to ensure these.
8				General Query	Is there any transport arrangement for Associates in odd hours, please clear and who will make the arrangement	UIDAI will not provide any such services. ADQCSAs will have to plan and cater for these services as per their requirements
9	27	6	Hire & Train	Pre requisites for all resources before depl	What would be the Skill-set required for Trainers i.e. educational or technical qualification/certification etc. and what would be the Certification process for Trainers & certification threshold?	Please refer para 6.1 pg 27 of the RFP. No specific certification has been specified.

10	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deplo	Would UIDAI intervention be required for trainer certification after initial TTT, i.e. who would certify a new trainer, UAIDAI or Business Partner?	Trainers will be given certification by UIDAI training certification partner.
11	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deplo	What would be the recommended trainer to agent ratio?	As per requirements perceived by ADQCSA.
12	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deplo	What would be the language of the content that would be made available on soft copy?	English
13	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deplo	What would be UADAI's intervention post training in existing system, after any new hire goes live?	UIDAI will impart training to select master trainers of ADQCSAs on any new procedure or changes introduced, if felt necessary. All new hires will be trained by ADQCSAs only.
14	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deplo	Is there any updates dissemination process in place in existing system? Details required for – how the new QC guidelines and other instructions from UIDAI are to be communicated to the associates in existing system?	These will be handed over to the designated Project Managers of ADQCSAs, who will be responsible to further disseminate to their centers as deemed fit.
15	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deplo	Do we have any Training Environment available for the applications currently being used for practice of new-hires?If the answer to the	UIDAI is in the process of identifying suitable training partners who will develop suitable modules for online QC training and certification, which may be utilised by ADQCSAs at their own cost.

16	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deployment	Who manages the user-id/passwords for applications? What is the SLA for getting the application IDs activated for New Hires? Please provide a list of	The designated Project Manager of each ADQCSA will manage these. There is no SLA on this account. These are as explained during the pre bid meeting and information provided in the RFP. No application is internet based
17	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deployment	Do we have any Knowledge Management System in place? Who owns the document management in	It is there for internal use so far and is managed by UIDAI only.
18	27	6	Hire & Train Manpower for QC process	Pre requisites for all resources before deployment	What all types of training reports would be required by business partner and their frequency, templates, dashboards, etc?	Entirely up to ADQCSAs.
19	33	Part 2		Service Level Agreement	What would be the operation window i.e. 9X6, 24X7	QC packets will be available 24x7 and 365 days.
20	33	Part 2	AHT	Service Level Agreement	Please share the average handling time ( AHT ) for Quality check of both enrollment and update requests	It is not feasible to specify this. You may refer to Para 2.6 pg 24 of the RFP on this.
21	33	Part 2	AHT	Service Level Agreement	Is there any tool available - volume flow on real time	Relevant reports will be shared with selected ADQCSA
22	33	Part 2	AHT	Service Level Agreement	Is there any tool available where we can see the region/state wise flow of volume on real time basis	Relevant reports will be shared with selected ADQCSA
23	33	Part 2	AHT	Service Level Agreement	Can you share the historic data of %being missed on forecasted against actual volume	No. these can be explained during live demonstration
24	35	Part 2	Point 2. Quality-Errors in completed	Service Level Agreement	Can you share the last 1 year data on error% of first level QC,	No. These can be explained during live demonstration



			QC request by agency			
25	35	Part 2	Point 2.Quality-Errors in completed	Service Level Agreement	Can you share the last 1 year data on error% of Reviewer & Reviewer	Please refer para 2.6 pg 24 of the RFP.
			QC request by agency			
26	35	Part 2	Point 2.Quality-Errors in completed	Service Level Agreement	What is the error% found by external party for last 1 year	Please refer para 2.6 pg 24 of the RFP.
			QC request by agency			
27	35	Part 2	Point 2.Quality-Errors in completed	Service Level Agreement	What is the complaint number received last 1 year due to QC error	Please refer para 2.6 pg 24 of the RFP.
			QC request by agency			
28	35	Part 2	Point 2.Quality-Errors in completed	Service Level Agreement	Is there any calibration being done between vendor QC & third party audit on variation	These can be streamlined as part of project management between UIDAI and selected ADQCSA
			QC request by agency			
29	31	10	QC process and error list	QC process and error list	What would be the probability frequency of	Not fixed. Rules/proceedures are changed as per felt need.

30	31	10	QC process and error list	QC process and error list	Is there any repository tool available where update being captured	This will be shared as and when required.
31	31	10	QC process and error list	QC process and error list	What is the % of paper work getting rejected during QC	Please refer para 2.6 pg 24 of the RFP.
32	89	4.2.3. QC of Update Packets parameters / Error Codes:	QC Parameter	4.2.3.1. Demographic Errors	What is the error % on demographic errors for the last one year	Please refer para 2.6 pg 24 of the RFP.
33	27	6.1.4	b.	The resource should have undergone minimum 02 days training and 04 days supervised work on the process of QC. Organizing this training will be the responsibility of the ADQCSA.	We assume that process and product training would be for 2 days + 4 Days of on-the job training.	Yes
34	19	3.52		Use of ICT tools, VC for imparting training	Who manages the user-id/passwords for applications? What is the SLA for getting the application IDs activated for New Hires? Please provide a list of applications being utilized during and post training and how many of these applications are internet based?	ADQCSA has to plan this keeping in view the number of QC operators to be deployed at a particular center. There is no SLA on this account. List of applications is as explained during pre-bid meeting. None of these are on internet.
35	28	6.2.6		Course material in softcopy for the training shall be provided by UIDAI.	We assume that content and training material and articles are already in place.	Yes

36	28	8.1.		Provide training to the ADQCSA personnel for any changes in the QC application	Is there any updates dissemination process in place in existing system? Details required for – how the process and procedure changes are communicated to the associates in existing system? Who owns the document management in case of process / procedure changes or updates - Knowledge Management System.	As explained above.
37	27	6.2.2		The ADQCSA shall provide master trainers. Master trainers shall be identified by the agency from its pool and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers of ADQCSA and further impart the training.	What would be the Skill-set required for Trainers and Associates, i.e. educational or technical qualification/certification etc. and what would be the Certification process for Trainers & certification threshold? What would be the mode of initial Training (TTT provided by UIDAI or Business Partner) and location of TTT ?	As specified in the RFP. TTT would be based on live applications as well as through prepared training content. UIDAI would also facilitate certification of these trainers through existing UIDAI partner.
38	37 to 52	IV	Clauses 1 to 12		Bidder proposes to propose deviations in respect of Legal T&C's contained in RFP Our standard SOC format.	Bids will be accepted only as per RFP T&Cs
39	69 to 71	Annexure III & IV	Entire Document		Bidder proposes to propose deviations in respect of Annexures contained in RFP Our standard SOC format.	Bids will be accepted only as per RFP T&Cs

40	101 to 103	Annexure H	Entire Document		Bidder proposes to propose deviations in respect of Annexure H contained in RFP TechM standard SOC format. TechM proposes that NDA be bi-lateral. As the present NDA is unilateral, our confidential information is not protected.	Bids will be accepted only as per RFP T&Cs.
41					What is the AHT needs to be considered (Separetely for Updates and Enrolments)	As explained above.
42					What is the definition of 1 FTE, i.e. one FTE comprises of how many productive hours/month	No such term or abrevation has been used in the RFP.
42					What is the month on month or year on year growth/decay rate needs to be considered in volumes	Adequate deta has been provided in the RFP. Please refer relevant pages as well as UIDAI portal ( <a href="https://uidai.gov.in/">https://uidai.gov.in/</a> ) for further details.
44					What is project duration needs to be considered, as per RFP ADQCSAs will be hired initially for a period of two years which may be extended for another two years as per terms & conditions	Initally for two years, which may be extended for another two years as per T&C of the RFP.
Vendor 3						
S. Ne no. of	Section	Clause	RFP Statement		Query/Suggestion	UIDAI Response

1	27	Hiring Manpower	6.1.1.B	Minimum educational qualification - Graduation.	In case the resource is matching the other skills like computer, language capability however the candidate is under graduate then can we go ahead and hire him/her?	No
2	27	Pre requisites for all resources before deployment:	6.1.4.D	ADQCSA shall conduct background verification for all resources to be deployed in the project along with police verification. The agency shall share the details and related documents whenever asked by UIDAI	We do not conduct background verification & police verification for agent hiring.	The selected ADQCSA needs to ensure that all resources deployed are done after background check and police verification
3	30	ADQCSA – QC centers	9.3.F	Internal Video monitoring system (CCTV), with facility for storage of feed for six months.	We do not keep record of 6 months. Need to check with Admin team for the feasibility of the same and the cost around it.	No change.

4	35	Service Level Agreement (SLA) Parameters	Sl. No. 2	<p>Compliance/Expected level</p> <p>A SLA of 99.9% accuracy will have to be maintained for both QC with DMS and QC without DMS. UIDAI itself through its resources or through a third party shall perform a quality check on the records completed by the agencies. Records to be checked shall be a random sample of 2% of the completed work by the agencies on monthly basis. SLA will be levied only if error % is &gt; 0.1 % <math>SLA = 10 \times \text{error \% found in sample X total number of records invoiced}</math> SLA capping at 15% of the invoice value In addition to the SLA, payments for erroneously checked records will be rejected. Number of records for which payments rejected = <math>\text{error\% found in sample X total number of records invoiced}</math></p> <p>Note: UIDAI in its judgment based on the learning and availability of resources, may change the percentage of the sample size at any time during the contract</p>	<p>Going by historical delivery and experience, we have operated at 8%-10% error.</p> <p>Having said so, we can bring this down to 4%-5% by developing internal check and balance mechanism. However maintaining 99.9% accuracy seems to be humanly not possible. Need to be negotiated and agreed to an acceptable limit which can help to avoid financial leakages in form of penalty and also to avoid threat on contract termination.</p>	<p>Quality SLA is revised as "A SLA of 99.5% accuracy will have to be maintained for both QC with DMS and QC without DMS."</p>
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5	35	Service Level Agreement (SLA) Parameters	Penalty level	<p>SLA = 10 X error % found in sample X total number of records invoiced To elaborate following illustrations are provided:</p> <p>Consider that the QC request undertaken by the agency is 50 lakhs for the current quarter. Random sample of 2% of 50 lakhs i.e. 1 lakh shall be taken up for verification of quality. 1. Suppose that it is found that the 4% (4000 records) of the records had errors in the sample. No payments will be made for 4% of 50 lakhs = 2 lakh records. Additionally SLA @ 10 times the errors estimated in the total volume will be levied. In the example used, the total errors = 2 lakhs SLA will be on 20 lakh records but will be capped at 7.5 lakh records (15% of 50 lakh) The total deduction on account of SLA will be 7.5 lakh packets and on account of rejection of erroneous packets will be 2 lakh packets. 2. If the total error percent found in the sample is 0.05 % (50 errors in 1 lakh sample). Then payment will be rejected for 0.05% of 50 lakhs i.e. for 2500 records.</p>	<p>At one hand, RFP says, there will be SLA capping at 15% of the invoice value and at the other hand, the deduction will be applicable at 15% of total packets processed which is mentioned in the RFP which needs to be clarified.</p>	Both amount to same.
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6	50	LIQUIDATED DAMAGES	9.1	If the service provider fails to establish QC services as per time plan specified by UIDAI, liquidated damages at the rate of 0.5% per week on the cost of expected shortfall* will be charged. This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA penalties on TAT / quantity and quality. Total LD will be separately capped at maximum of 10% of total contract value calculated at the beginning of agreement with each agency.	While there is already a clause of penalties for each SLA, then such LD amount may lead to huge leakages.	This LD is only till commencement of full operations.
7	78	Asset Management	D.II.1	All assets used by the ADQCSA (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation.	What all data/information's we have to keep, need to be specified & clarity on the timeline to share for submitting and deleting.	This will be decided as part of project management process with the finally selected ADQCSAs.
<b>Vendor 4</b>						
<b>Sr. No.</b>	<b>Page no. of RFP</b>	<b>Section Clause</b>	<b>Clause</b>	<b>RFP Statement</b>	<b>Suggestions/ Comments</b>	<b>UIDAI Response</b>



1.	11	SECTION-II	Taxes 3.4	3.4 The Bidder shall be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall specify all such taxes in the financial bid.	3.4 The Bidder shall be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall specify all such taxes in the financial bid.	Prospective bidders have to identify and specify all applicable taxes/levies as per locations of their proposed QC centers in their bids. Purchaser shall be responsible to pay or reimburse the Bidder the amount of such taxes.
		Instruction To Bidders				
		PART-I: General:				
2.	12	SECTION-II	5. Forfeiture of EMD	v. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified	<u>Bidder suggests this</u> v. If the successful bidder fails to sign the <u>mutually agreed</u> contract or the guarantee is not submitted within the time specified	No change.
		Instruction To Bidders				
		PART-I: General:				

3.	14	SECTION-II	12. Award of Contract	12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Work Plan.	<u>Bidder suggests this provision be revised as under:</u>	
		Instruction To Bidders			12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Work Plan.	No change. Work plan is as specified in the RFP.
		PART-I: General:		12.2 The Bidders will sign the contract as per the standard Contract form in Annexure II within 15 days of issuance of the letter of intent.		
					12.2 The Bidders parties will sign the contract containing mutually agreed as per the standard Contract form in Annexure II within 15 days of issuance of the letter of intent.	No change.
				12.3 The Bidders are expected to commence the assignment as per the timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl. 2.3. In case the winning Bidder fails to start the assigned work as per timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl 2.3, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.		

					12.3 The Bidders are expected to commence the assignment as per the timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl. 2.3. In case the winning Bidder <u>for reasons solely attributable to it</u> fails to start the assigned work as per timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl 2.3, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.	No change.
4.	19	PART-III: Technical Evaluation Criteria:	TABLE 2	Note:	<u>Bidder suggests this</u>	
			Note:	Finally shortlisted bidders will deploy persons whose CVs have been submitted as part of the bid.	Note:	

				<p>Suitable alternate, equivalent or higher CVs would be offered to UIDAI to choose from, in case any change is required later.</p>	<p>* Finally shortlisted bidders will deploy persons whose CVs have been submitted as part of the bid <u>unless such persons are deployed in other projects or are no longer in the employment with the shortlisted bidder</u>. Suitable alternate, equivalent or higher CVs would be offered to UIDAI to choose from, in case any change is required later.</p>	<p><b>Agreed.</b> * Finally shortlisted bidders will deploy persons whose CVs have been submitted as part of the bid unless such persons are deployed in other projects or are no longer in the employment with the shortlisted bidder. Suitable alternate, equivalent or higher CVs would be offered to UIDAI to choose from, in case any change is required later.</p>
5.	36	PART-II - Service Level Agreement	Note:	<p>Note:</p> <p>a. Days will be taken as calendar days for SLA calculation.</p> <p>b. One or more SLA will be levied concurrently.</p> <p>c. The total cumulative SLA penalty amount shall not exceed 15% of the estimated contract value at the start of the contract and addendum there under. The total quarterly penalty amount shall not exceed 15% of the quarterly invoice value.</p>	<p><u>Bidder suggests this</u></p> <p>Note:</p> <p>a. Days will be taken as calendar days for SLA calculation.</p> <p>b. One or more SLA will be levied concurrently.</p>	

			<p>d. The SLAs will be calculated on quarterly basis.</p>	<p>c. The total cumulative SLA penalty amount shall not exceed <del>15</del><u>2</u>% of the estimated contract value at the start of the contract and addendum there under. The total quarterly penalty amount shall not exceed <del>15</del><u>5</u>% of the quarterly invoice value.</p>	No change.
			<p>e. If the Penalty for any agency reaches the cap of 15% of the quarterly invoice value then penalty cap for next quarter will be raised to 20%. In case of breaches of SLA cap either consecutively for 2 quarters or for 3 quarters in a financial year, UIDAI will reserve the right to terminate the contract or divert part of its quota of packets to other agency as it deems fit.</p>	<p>d. The SLAs will be calculated on quarterly basis.</p>	No change.
			<p>f. In case of system failure attributable to UIDAI, the duration of failure will be verified by UIDAI and the same shall be excluded from SLA calculations.</p>	<p>e. <del>If the Penalty for any agency reaches the cap of 15% of the quarterly invoice value then penalty cap for next quarter will be raised to 20%.</del> In case of breaches of SLA cap</p>	No change.
				<p>f. In case of system/ <u>SLA</u> failure <u>is</u> attributable to UIDAI <u>or its other service providers</u>, the duration of failure will be verified by</p>	Agreed.

6.	40	SECTION-IV	2.2. Termination of Contract for failure to become effective	a. If the selected Service Provider is unable to commence the service within the specified period owing to reasons not attributable to the Purchaser, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI	<u>Bidder suggests this provision be revised as under:</u>	No change required as adequately covered in the RFP.
		General and Special Conditions of Contract		b. Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract	a. If the selected Service Provider <u>for reasons solely attributable to it</u> is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI	
		PART-I - General Conditions of Contract				
		1. General provision				
		2. Commencement, completion, modification and termination of contract				
7.	40	2.	2.4.	Unless terminated earlier pursuant to	<u>Bidder suggests this</u>	

		Commencement, Completion, Modification And Termination Of Contract	Expiration of Contract	Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance <a href="#">and mutual agreement on commercial terms for such extended period.</a>	No change required as adequately addressed in the RFP.
8.	40	2.	2.5.	This Contract contains all covenants,	<u>Bidder suggests this</u>	

		Commencement, Completion, Modification And Termination Of Contract	Entire Agreement	stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein. <u>This Contract supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Contract by a representation or warranty other than those expressly set out in this</u>	No Change
9.	42	2.	2.8.	The Purchaser may, by written notice	<u>Bidder suggests this</u>	



		Commencement, Completion, Modification And Termination Of Contract	Suspension	of suspension to the Service Provider, suspend <del>all</del> payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension. The suspension of payment will be	The Purchaser may, by written notice of suspension to the Service Provider, suspend <del>all</del> payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature	No Change
10.	42	SECTION-IV General and Special Conditions of Contract	2.9. Termination 2.9.1 By the Purchaser	f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.	<u>Bidder suggests this provision be revised as</u> <del>f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.</del>	No change.
		PART-I - General Conditions of Contract				
		1. GENERAL PROVISIONS				
11.	43	2. Commencement, Completion, Modification And	2.9. Termination	k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.	<u>Bidder suggests this provision be revised as under: The lines be deleted</u>	No change required. Kindly refer to the complete clause in RFP.

		Termination Of Contract	2.9.1 By the Purchaser		k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract	
12.	43	SECTION-IV	2.9. Terminati	l. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.	Bidder suggests this provision be revised as	
		General and Special Conditions of Contract	2.9.1 By the Purchaser		l. In the event the Purchaser terminates the Contract <del>in whole or in part</del> , pursuant to Clause GC Clause 2.9.1 <del>(except for (c))</del> , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services	<b>Amended as</b> "In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may forfeit PBG of the service provider. However, the Service Provider shall continue performance of the Contract to the extent not terminated."
		PART-I - General Conditions of Contract				
		1. GENERAL PROVISIONS				
13.	43	SECTION-IV	2.9. Termination 2.9.2 By the	a. If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause	Bidder suggests this provision be revised as under:	

		General and Special Conditions of Contract	Service	GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.	a. If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within <del>forty-five (45)</del> <u>30</u> days after receiving written notice from the Service Provider that such payment is overdue.	No Change
		PART-I General Conditions of Contract	- Provider			
		1. GENERAL PROVISIONS				
		SECTION-IV	2.9. Termination	a. If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), (j) and I or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination;	<u>Bidder suggests this provision be revised as under:</u>	
14.	44	General and Special Conditions of Contract	2.9.5 Payment upon	b. If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), K(i) to K(iii) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract.	a. If the Contract is terminated pursuant to Clause GC 2.9.1 <del>(d), (g), (i), (j)</del> and I or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services <del>satisfactorily</del> performed prior to the effective date of termination;	<b>Amended as</b> Para 2.9.5 Payment Terms "Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider: <b>a.</b> If the Contract is terminated pursuant to Clause GC 2.9.1 (c) (f) and (k) or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination; <b>b.</b> If the agreement is terminated pursuant of Clause GC 2.9.1 (a), (b), (d),
		PART-I General Conditions of Contract	- Termination		<del>b. If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (e),</del>	

		1. GENERAL PROVISIONS			<del>(e), (f), (h), K(i) to K(iii) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract.</del>	(e), (g), (h), (i), J(i) to J(iii) and (l) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
15.	44	SECTION-IV	2.10 Extension of	The contract may be extended by two periods of one year each, subject to satisfactory performance. The	<u>Bidder suggests this provision be revised as under:</u>	

		General and Special Conditions of Contract	Contract	extension shall be at the discretion of UIDAI. Unit QC rates finalised shall be revised up to 10% increase for first year extension and by further up to 5% increase on the prevailing unit rates for the second year extension so as to cater for inflation etc.	The contract may be extended by two periods of one year each, subject to satisfactory performance <u>and mutual agreement on commercial terms</u> . The extension shall be at the discretion of UIDAI. Unit QC rates finalised shall be revised <del>up to</del> <u>minimum of</u> 10% increase for first year extension and by further <del>up to</del> <u>minimum of</u> 5% increase on the prevailing unit rates for the second year extension so as to cater for inflation etc.	No change.
		PART-I - General Conditions of Contract				
		1. GENERAL PROVISIONS				

16.	44	SECTION-IV	3.1.1. Standard of	<p>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 Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the</p>	<p><u>Bidder suggests this provision be revised as under:</u></p>	
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		General and Special Conditions of Contract	Performance		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 Contract 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.	No change required
		PART-I - General Conditions of Contract		The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.	<del>The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.</del> The	No change.
		1. GENERAL PROVISIONS				
17.	45	SECTION-IV	3.5. Insurance to be	The Service Provider	<u>Bidder suggests this provision be revised as under:</u>	

		General and Special Conditions of Contract	Taken Out by	a. shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and	a. shall take out and maintain; <del>at their own cost but on terms and conditions approved by the Purchaser,</del> insurance against the risks, and for the coverage, as shall be specified in the SC; and	No change.
		PART-I General Conditions of Contract	- the Service			
		1. GENERAL PROVISIONS	Provider			
18.	46	SECTION-IV	3.6. Accountin g.	c. The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.	<u>Bidder suggests this provision be revised as under:</u>	
		General and Special Conditions of Contract	Inspection and		c. 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. <u>Audits under the Contract shall be conducted during normal working hours and upon reasonable advance written notice to the Bidder.</u>	<b>Agreed.</b> This paragraph will stand amended as "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. Audits under the Contract shall be conducted during normal working hours and upon reasonable advance written notice to the Bidder."



		PART-I General Conditions of Contract	- Auditing		<u>Purchaser and its auditors will: (i) comply with Bidder's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by Bidder; and (ii) cooperate with Bidder to minimize any disruption to Bidder's business activities. In no case Bidder shall be required to share any internal commercial information including profit margins, mark ups.</u>	Not required.
		1. GENERAL PROVISIONS				
19.	46	SECTION-IV  General and Special Conditions of Contract	3.7. Sub- contractin g	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.	<u>Bidder suggests this provision be revised as under:</u> The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval <u>which approval shall not be unreasonably delayed or withheld.</u>	No change
		PART-I General Conditions of Contract	-			
		1. GENERAL PROVISIONS				

20.	46	3. OBLIGATION S OF THE SERVICE PROVIDER	3.8. Reporting	The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.	Bidder suggests this provision be revised as under:	
			Obligations		The Service Provider shall submit to the Purchaser <u>soft copy of</u> the reports and documents specified in RFP, in the form, in the numbers and within the	Agreed.
					time periods set forth in the said Appendix.	
21.	46	SECTION-IV	3.9. 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 the contract, 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 favour of the Purchaser or its nominated agencies.	Bidder suggests this provision be revised as under:	
		General and Special Conditions of Contract			All rights of use of any process, product, service, or data developed, <del>generated, or collected</del> <u>specifically for UIDAI or</u> , received from UIDAI <del>or any other task performed</del>	No change
		PART-I - General Conditions of Contract			<del>by the Service Provider under the execution of the contract,</del> would lie	No change

		1. GENERAL PROVISIONS			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 <u>reasonable</u> steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.	No change
22.	46	SECTION-IV	3.10. Safety &	f. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.	Bidder <u>suggests this provision be revised as under:</u>	
		General and Special Conditions of Contract	Security of Data,		f. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements. <u>Audits under the Contract shall be conducted during normal working hours and upon reasonable advance written notice to the</u>	<b>Stands amended as</b> "The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements. Audits under the Contract shall be conducted during normal working hours and upon reasonable advance written notice to the Bidder."

		PART-I General Conditions of Contract	- Premises,		<u>Purchaser and its auditors will: (i) comply with Bidder's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by Bidder; and (ii) cooperate with Bidder to minimize any disruption to Bidder's business activities. In no case Bidder shall be required to share any internal commercial information including profit margins, mark ups etc.</u>	Not required.
		1. GENERAL PROVISIONS	Location/ site			
23.	46-47	SECTION-IV	3.12. Intellectual	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.	<u>Bidder suggests this provision be revised as under:</u>	
		General and Special Conditions of Contract	Property Rights		<u>Subject to provisions on Service Provider Pre-Existing IP and third party IPR,</u> <del>7</del> intellectual property rights to all the outputs,	No Change
		PART-I General Conditions of Contract	- (IPR)			
		1. GENERAL PROVISIONS				
24.	48	SECTION-IV	6. PAYMENT S TO THE SERVICE PROVIDER	b. The amount payable shall be finalised after taking into account the Penalties and deductions as defined in Scope of work, if any applicable.	<u>Bidder suggests this provision be revised as under:</u>	

		General and Special Conditions of Contract	6.1. Payment for	b. The amount payable shall be finalised after taking into account the <u>undisputed</u> Penalties and deductions as defined in Scope of work, if any applicable	No change
		PART-I - General Conditions of Contract	Services		
		1. GENERAL PROVISIONS			
25.	48	SECTION-IV	6.3. Terms of	b. The Service Provider shall provide all documents related to performance during the month period that would	Bidder <u>suggests</u> <u>this</u> <u>provision</u> <u>be</u> <u>revised</u> <u>as</u> <u>under</u> :

		General and Special Conditions of Contract	Payment	be required to compute price and penalties. This would include the invoice in triplet (three copies), Monthly MIS reports mentioning the number of QC request completed during the month, UIDAI QC System down time report (with details of tickets raised with UIDAI for system outage) and action taken on open audit observations. UIDAI on its own part shall consider the QC error sampling reports and other relevant reports from UIDAI MSP. In case of variation between ADQCSA and UIDAI agencies in the system downtime / volume checked etc, the decision of HQ UIDAI (in consultation with Tech Centre) will be considered final and binding. In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment.	The Service Provider shall provide all documents related to performance during the month period that would be required to compute price and penalties. This would include the invoice in triplet (three copies), Monthly MIS reports mentioning the number of QC request completed during the month, UIDAI QC System down time report (with details of tickets raised with UIDAI for system outage) and action taken on open audit observations. UIDAI on its own part shall consider the QC error sampling reports and other relevant reports from UIDAI MSP. <b>In case of variation between ADQCSA and UIDAI agencies in the system downtime / volume checked etc, the decision of HQ UIDAI (in consultation with Tech</b>	No change
		PART-I - General Conditions of Contract				
		1. GENERAL PROVISIONS				
26.	50	SECTION-IV	9. LIQUIDATED DAMAGES	1. If the service provider fails to establish QC services as per time plan specified by UIDAI, liquidated damages at the rate of 0.5% per week on the cost of expected	<u>Bidder suggests this provision be revised as under:</u>	

		General and Special Conditions of Contract		shortfall* will be charged. This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA penalties on TAT / quantity and quality. Total LD will be separately capped at maximum of 10% of total contract value calculated at the beginning of agreement with each agency.	1. If the service provider <u>for reasons solely attributable to it</u> fails to establish QC services as per time plan specified by UIDAI, liquidated damages at the rate of 0.5% per week on the cost of expected shortfall* will be charged <u>subject to maximum of 5% of the cost of expected shortfall* (but in no case for a quarter more than 2% of the fees payable in such quarter)</u> . This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA penalties on TAT / quantity and quality. Total LD will be separately capped at maximum of 10% of total contract value calculated at the beginning of agreement with each agency.	Amended as "service provider for reasons solely attributable to it fails to establish QC services as per time plan specified by UIDAI, liquidated damages at the rate of 0.5% per week on the cost of expected shortfall* will be charged subject to maximum of the cost of expected shortfall* . This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA penalties on TAT and quality. Total LD will be separately capped at maximum of 10% of total contract value calculated at the beginning of agreement with each agency.
		PART-I General Conditions of Contract	- 9.1.			
		1. GENERAL PROVISIONS				
27.	50	SECTION-IV	9. LIQUIDATED DAMAGES	2. If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements. the Purchaser shall be	Bidder <u>suggests this provision be revised as under:</u>	

		General and Special Conditions of Contract		free to impose penalty as per the SLA and payment conditions as described in the RFP. In such cases the Purchaser shall also have rights to withhold the payment of the supplier. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.	2. If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements <u>under the Contract</u> , the Purchaser shall be free to impose penalty as per the SLA and payment conditions as described in the RFP. In such cases the Purchaser shall also have rights to withhold the payment of the supplier. In addition, the Purchaser shall reserve the right to terminate the contract <u>in accordance with termination provisions</u> and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.	No change required.
		PART-I General Conditions of Contract	- 9.1.			
		1. GENERAL PROVISIONS				
28.	50	SECTION-IV	9. LIQUIDATED DAMAGES	All such cases not detected during QC will be counted towards 'Grave Errors'. The ADQCSA shall be levied Rs. 10,000 as penalty for each of such errors. Besides this the	Bidder <u>suggests this provision be revised as under:</u>	



		General and Special Conditions of Contract		concerned QC operator / reviewer / re reviewer shall be kept under watch and may be removed from QC operations on occurrence of two such errors in a span of one year.	All such cases not detected during QC will be counted towards 'Grave Errors'. <del>The ADQCSA shall be levied Rs. 10,000 as penalty for each of such errors.</del> Besides this the concerned QC operator / reviewer / re reviewer shall be kept under watch and may be removed from QC operations on occurrence of two such errors in a span of one year.	<b>Amended as</b> "All such cases not detected during QC will be counted towards 'Grave Errors'. The ADQCSA shall be levied Rs. 2000 as penalty for each of such errors for first six months of commencement of operations and shall be revised to Rs. 5000 per grave error thereafter. Besides this the concerned QC operator / reviewer / re reviewer shall be kept under watch and may be removed from QC operations on occurrence of two such errors in a span of one year.
		PART-I General Conditions of Contract	- 9.1.			
		1. GENERAL PROVISIONS				
	50	SECTION-IV	9. LIQUIDATED DAMAGES	The amount of liquidated damages for services under this Contract shall not exceed 10% of the estimated contract value at the start of the contract and addendum there under.	<u>Bidder suggests this provision be revised as under:</u>	
		General and Special Conditions of Contract			The <u>total cumulative</u> amount of liquidated damages <u>and SLAs</u> for services under this Contract shall not exceed <del>10</del> <u>2</u> % of the <del>estimated</del> contract value <del>at the start of the contract and addendum there under.</del>	The amount of liquidated damages for services under this Contract shall not exceed 05% of the estimated contract value at the start of the contract and addendum there under."
		PART-I General Conditions of Contract	- 9.2.			
		1. GENERAL PROVISIONS				

29.	51	10. ADHERENCE TO RULES & REGULATION S	10.1. Adherenc e to Safety	a. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.	<u>Bidder suggests this provision be revised as under:</u>	
					a. The Service Provider shall comply with the provisions of all <u>applicable</u> laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.	<b>Agreed.</b>
	51	10. ADHERENCE TO RULES &	Procedure s, Rules, Regulatio ns & Restrictio ns	c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities	<u>Bidder suggests this provision be revised as under:</u>	

		REGULATION S	Safety	and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.	c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work <u>to the extent such requirement/regulations are notified to Service Provider prior to commencement of Services.</u>	<b>Amended as:-</b> c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work to the extent such requirement/regulations are notified to Service Provider from time to time.
			Procedure S.			
			Rules,			
			Regulations &			
			Restrictions			
31.	51	11. LIMITATION OF LIABILITY	11.1. Limitation of	a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of	<u>Bidder suggests this provision be revised as under:</u>	

			Liability	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	a. Neither party shall be liable to the other party for any indirect, <u>punitive, special, incidental, exemplary</u> or consequential loss or damage, loss of use, or loss of profits <del>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</del>	No change
32.	51-52	11. LIMITATION OF LIABILITY	11.1. Limitation of	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 the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.	Bidder <u>suggests this provision be revised as under:</u>	

Liability	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 as per section 2.2 b of GC of this contract.	b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the <u>fees received by the Service Provider in the twelve months period immediately preceding the date such liability arose</u> amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment; or to any obligation of the Service Provider <u>a party</u> to indemnify the Purchaser <u>other party</u> with respect to patent infringement.	No change
		c. <del>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 as</del>	No change.

					<p><u>The Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of Purchaser, then the Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of</u></p>	Not Agreed
33.	52	12. MISCELLANEOUS PROVISIONS	12.1. Miscellaneous Provisions	c. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.	<p><u>Bidder suggests this provision be revised as under:</u></p> <p>Amended as "The Service Provider shall at all times indemnify, and keep indemnified and defend the Purchaser against all</p>	No change

					<p><u>Likewise, the Purchaser shall at all times indemnify, keep indemnified and defend the Service Provider against all claims for any infringement of any Intellectual Property Rights (IPR) in the materials and assistance provided by the Purchaser to the Service Provider for providing services under the Project.</u></p>	Not agreed
34.	52	12. MISCELLANEOUS	12.1. Miscellaneous	d. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in	<p><u>Bidder suggests this provision be revised as under:</u></p>	

		PROVISIONS	Provisions	respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider. The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of work at the time of signing of the contract.	d. <del>The Service Provider</del> <u>Each party (as indemnifying party)</u> shall at all times indemnify, <del>and</del> <u>keep indemnified and defend the Other Party (as indemnified party)</u> <del>Purchaser</del> against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the <u>indemnifying party, unless caused by negligence or misconduct of indemnified party</u> <del>Service Provider.</del> <del>The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of</del>	No change.
35.	52	12. MISCELLANEOUS PROVISIONS	12.1. Miscellaneous Provisions	g. All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc.	<u>Bidder suggests this provision be revised as under:</u> g. <del>All materials provided to the Purchaser by bidder are subject to Country and &lt;STATE&gt; public disclosure laws such as RTI etc.</del>	No change
36.	54	PART-II	3.5	The risks and the coverage shall be as follows:	<u>Bidder suggests this provision be revised as under:</u>	



SPECIAL CONDITIONS OF CONTRACT	(a) Third Party liability insurance, with a minimum coverage of the value of the contract	The risks and the coverage shall be as follows:	
	(b) Professional liability insurance, with a minimum coverage of the value of the contract	<del>(a) Third Party liability insurance, with a minimum coverage of the value of the contract</del>	No change
	(c) Purchaser's liability and workers' Personnel, any such life, health, accident, travel, other insurance or provident fund, ESI as may be appropriate; and	<del>(b)</del> Professional liability insurance, with a minimum coverage of the value of the contract	No change
	(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part	<del>(c) Purchaser's liability and workers' compensation insurance in respect of the</del>	No change
	with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.	<del>Personnel of the Service Provider and in accordance with the relevant provisions of</del>	No change
		<del>the Applicable Law, as well as, with respect to such Personnel, any such life, health,</del>	No change
		<del>accident, travel, other insurance or provident fund, ESI as may be appropriate, and</del>	No change
		<del>(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part</del>	No change

				with funds provided under this Contract, (ii) the Service Provider's property used in	No change
				the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.	No change
37.	59	Form 3: Technical Proposal Cover Letter	We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.	<u>Bidder suggests this provision be revised as under:</u>	

<p>We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UIDAI is true, accurate, and complete to best of our information. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UIDAI as to any material fact.</p>	<p>We agree for <del>unconditional</del> acceptance of <del>all</del> the terms and conditions set out in the tender document <u>read with suggestions and comments in our tender response</u>, and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.</p>	<p>No change.</p>
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				<p>We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.</p>	<p>We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UIDAI is true, accurate, and complete to best of our information. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UIDAI as to any material fact.</p>	
					<p>We agree that you are not bound to accept the lowest or any tender response you may receive. <del>We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.</del></p>	<p>No change.</p>

38.	59	Form 5: Commercial Proposal Cover Letter		<p>We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.</p>	<p><u>Bidder suggests this provision be revised as under:</u></p>	
					<p>We agree for <del>unconditional</del> acceptance of <del>all</del> the terms and conditions set out in the tender document <u>read with suggestions and comments in our tender response</u>, and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.</p>	<p>No change.</p>

				We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.		
					We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.	No change.
39.	66	Form 8: Acceptance of Terms and Condition of the RFP		We have read and agree for unconditional acceptance of all the terms and conditions set out in the RFP Document.	<u>Bidder suggests this provision be revised as under:</u> We have read and agree for <del>unconditional</del> acceptance of <del>all</del> the terms and conditions set out in the RFP Document.	No change.
40.	67	ANNEXURE - II		AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs._____ per record inclusive of all related cost and taxes (hereinafter "the Contract Price")	<u>Bidder suggests this provision be revised as under:</u>	

		STANDARD CONTRACT FORM		And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that all the conditions of the RFP, including those on allocation and re-allocation of volume of work, will be binding on us.	AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per record inclusive of all	No change.
					And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that <del>all</del> the conditions of the RFP, including those on allocation and re-allocation of volume of work, <u>read with our proposal</u> will be binding on us.	No change.
41.	101	H: - NON-DISCLOSURE AGREEMENT	1	1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential	<u>Bidder suggests this provision be revised as under:</u>	

		(PROFORMA OF NON-DISCLOSURE AGREEMENT)		Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the bidding process and contract period and will survive the contract period in case we are selected as a successful bidder.	1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, <u>commercial</u> , <u>pricing</u> , <u>financial</u> and information communicated or obtained through meetings, documents, <del>correspondence or</del>	<b>Agreed and amended as</b> "The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, commercials, pricing, financial and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the bidding process, contract period and further will survive the contract period in case we are selected as a successful bidder. <del>Any information which may be</del>
42.	101	H: - NON-DISCLOSURE AGREEMENT (PROFORMA OF NON-DISCLOSURE AGREEMENT)	2.b.	2.b. information in the public domain as a matter of law	<u>Bidder suggests this provision be revised as under:</u> 2.b. information <u>is already</u> in the public domain <u>or becomes part of the public domain</u> , as a matter of law	No change required.
43.	102	H: - NON-DISCLOSURE AGREEMENT	8	8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the	<u>Bidder suggests this provision be revised as under:</u>	



		(PROFORMA OF NON-DISCLOSURE AGREEMENT)		Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care	8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render <b>best</b> <u>reasonable</u> effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care	No change
44.	102	H: - NON-DISCLOSURE AGREEMENT (PROFORMA OF NON-DISCLOSURE AGREEMENT)	9	9. The Bidder agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Bidder's breach of this Agreement.	Bidder <u>suggests this provision be revised as under:</u> <del>9. The Bidder agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Bidder's breach of this Agreement.</del>	No change

45.	103	H: - NON-DISCLOSURE AGREEMENT (PROFORMA OF NON-DISCLOSURE AGREEMENT)	11 and 12	11. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.	<u>Bidder suggests this provision be revised as under:</u>	
					11. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive <u>for a period of 3 years from</u> the termination or expiration of this Agreement.	<b>No Change.</b> The survival period for the confidentiality obligations for confidential information exchanged during the term of the agreement is at least 10 years after the term's expiration or termination. It may be noted that Aadhaar ecosystem is protected and confidential. Any disclosure is not allowed. The Bidder is bound by the Aadhaar Act and Rules and Regulations there under notwithstanding the confidentiality obligation set forth in the Agreement
					<u>12. The provisions of this Agreement shall mutatis mutandis apply to the Purchaser with respect to the</u>	No Change
46.					Additional Clauses:	
					Service Provider suggests that the following additional clauses be added in the final contract.	
					<u>1. Intellectual Property Rights</u>	
					<u>Subject to the other provisions contained in this Clause, the Service Provider agrees that all deliverables created or developed by the Service Provider specifically for</u>	No change

				<p><u>Purchaser acknowledges that in performing services under this Agreement, the Service Provider may use Service Provider's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Service Provider prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Service Provider Pre Existing IP"). Notwithstanding anything</u></p>	No Change

					<p><u>All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party Purchasers/ the Service Provider's licensor and to the extent required for the purposes specified in the Agreement Purchaser shall have user rights in accordance with license agreement (EULA) as applicable for use of such software.</u></p>	No Change
					<p><u>Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided</u></p>	Agreed
					<p><u>Purchaser warrants that the materials provided by Purchaser to Service Provider are duly owned or licensed by Purchaser.</u></p>	
					<u>2. Confidentiality</u>	

				<p><u>Each party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other party (in such capacity, the "Disclosing Party").</u></p>	No Change
				<p><u>The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and</u></p>	No Change
				<p><u>The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any</u></p>	Already covered in the Agreement.
				<p><u>The obligations under this clause shall survive for three years from termination or expiration of this Agreement.</u></p>	
				<p><u>3. Acceptance</u></p>	


<p><u>Purchaser will carry out acceptance testing of deliverables (for the deliverables which are subject to acceptance procedure) as per schedule presented by the Service Provider in its Bid/Proposal or otherwise as per mutually agreed schedule. Purchaser will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of Acceptance Testing(s). The acceptance testing will be based on the test cases provided by Purchaser. The Service Provider will provide support for any clarifications during the</u></p>	<p>No change as not relevant to the scope of work.</p>
<u>4. Payment Terms</u>	

					<p><u>All fees payable to the Service Provider are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature (including any changes to the existing taxes or incorporation of new taxes) and where such taxes are applicable, the Purchaser shall be responsible to pay or reimburse the Service Provider the amount of</u></p>	No change
					<p><u>All invoices and bills will be raised by Service Provider as per the mutually agreed payment schedule and will become due for payment within thirty (30) days of presentation. Any invoice remaining unpaid after a period of thirty days shall be treated as a debt owed by the Purchaser to the Service Provider and the Service Provider shall be,</u></p>	In case of any disputes or lack of requisite documentation or clarity on SLAs etc., required for full payment, 75% of the clear invoiced amount shall be paid to the ADQCSAs within 30 days of raising of the invoice.
					<p><u>5. Employee non-solicitation</u></p>	
					<p><u>The Service Provider and Purchaser each agree that during the term a Service Provider personnel or Purchaser employee is associated with the services under the Agreement and for a</u></p>	Not required

					6. <u>Acts or omissions of Other Party</u>	
					<u>Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party.</u>	No change
47.	23	SECTION-II Instruction To Bidders PART-I: General	III	UIDAI has developed separate applications for QC (i.e. QC with documents and QC without supporting documents).	Kindly provide us the average time taken for quality check for each packet with and without document. Also please let us know the packet size	It is not feasible to specify this. You may refer to Para 2.6 pg 24 of the RFP on this.
48.	24	III	III (2.8)	The Quality Check applications developed by UIDAI MSP may be modified during the currency of the agreement as per changes in processes for enrolment, updation or quality check as well as to incorporate business process re-engineering with an aim to enhance efficiencies of the entire system of Aadhaar which may result in change of quantum of QC work. This may result in increase or decrease in QC effort on part of the operators. This shall be dealt through the Change Request procedure on mutually agreed terms under the	We suggest the variation in value be restricted to +/- 2 % of contract value	No change
49.	29		8.2.2 (B)	Software	All software other than listed in 9.3 G would be provided by UIDAI	No. ADQCSAs will have to cater for all these.
50.	31	III		ADQCSA – QC centers - Infrastructure	We assume that bidder has to provide only	No server is required for QC operations. However, ADQCSAs will



					has to provide only Desktop and no Server have to be provided. ? Please clarify	operations. However, ADQCSAs will have to cater for these, incase required for their internal use or users management etc.
51.	31	III	10.5	The QC operator shall have to check for following indicative document related errors - Missing Document	if the scanned document attached along with application are less than required one i.e one or more documents are	These errors will be marked as explained during pre bid meeting as well as during training to master trainers by UIDAI
52.	30		9	As Per RFP Equipments have to installed at QC Like CCTV, Alarm system, Intruder detection system	if the scanned document attached along with application are less than required one i.e one or more documents are missing will that rejection case be eligible for payment	These errors will be marked as explained during pre bid meeting as well as during training to master trainers by UIDAI
53.	30		9.3 G	Operations to be carried out on Desktops/All in one systems only	Access to the PC's will be DSC based or Aadhaar authentication based?	No DSCs will be required for QC operations.
54.	31		10 F	QC process and error list - Scanned Image Not of Original Document	Please clarify how that can be ascertain in a scanned documents received by bidder, what is	These aspects will be expxplained during training of master trainers by UIDAI
55.	31		10	QC process and error list- The QC operator shall have to check for following indicative document related errors	This only gives the process and error list for documents. Please provide similar details for without documents as well.	In this case demographic details need to be checked as have been entered in the enrolment form. More on these will be covered during detailed training of trainers or demo, which may be requested by prospective bidders.
56.	35			SLA	We request the overall penalty under any provision of the contract be restricted to 2% of contract value	No Change
57.			Section IV	General and Special Conditions of		

				Contract		
58.	45		3.5	Insurance to be Taken Out by the Service Provider	The insurance has to be taken by services provider in the name of	Bidders company name for specific purpose of QC centers.
59.	45		3.6	Accounting, Inspection and Auditing	We request that prior to audit consent of the Bidder be taken for modalities and the cost of	No change required as all these aspects have been adequately covered in the said clause.
60.	46		3.7	Sub contracting with UIDAI permissio	is the bidder allowed to hire the outsourced manpower or outsource the service with overall responsibility the bidder ?	Manpower may be hired by ADQCSAs as deemed fit with prior approval of UIDAI. However, QC services will not be outsourced and will remain the responsibility of the original bidder only.
61.	47		4.2	Project Manager and Center heads	IS there any qualifications and experience level for project which bidder	ADQCSAs will have to suit these as per their perceived requirements.
62.	50		9	LIQUIDATED DAMAGES/PENALTY	Liquidated damages/Penalties mentioned under this contract are very high. We request that to	No change, keeping in view the seriousness of the task at hand
63.	50		Section IV	LD - Grave Error -Photo of Photo	what be the mechanism to establish Photo of Photo is taken will UIDAI provide any tool/guide line to verify same	Detailed guidelines and training on all aspects of quality check will be covered during training of master trainers.
64.	50		9	LD- Grave Error Object in exception photo	we need clarity on this - How and what needs to be clarified	As explained during pre-bid meeting. Also detailed guidelines and training on all aspects of quality check will be covered during training of master trainers.
65.	50		9	a. Missing Document: When Document is missing in the QC i.e. enrollment operator fails to upload the proof document	a. Missing Document: When Document is missing in the QC i.e. enrollment operator fails	Detailed guidelines and training on all aspects of quality check will be covered during training of master trainers.
66.	53		2.3	Implementation time frame	We request that time frame of 150 days be given in place of 90 days	No change.

67.	83		3	Communications Security-The QC Terminal shall be hosted behind a firewall.	Would UIDAI provide and manage the Firewall for SFTP Client Server ?	UIDAI will neither provide nor manage any firewall.
68.	83		3	Special consideration shall be given to Wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the	Is it mandatory for bidder to wireless network ?	No
69.	78			II. Asset Management - Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI	Kindly clarify whether UIDAI provide secure disposal device Like degausser ?	No
70.	11	Section II	Consortium	Bids received from Consortia will not be considered. Such bids shall be termed as 'invalid'	In lieu of the service provider catering to 16 Indian Languages, we request bids from	No change
71.	19	Section II Part IV	Selection Process	Evaluation of Commercial Bids	Considering the criticality of the project we suggest that instead of the current Bidder Selection Process we have a Quality	No change
72.	23	Section III	Introduction to Scope of Work, Deliverables and SLAs	In case of QC with documents, supporting documents submitted by residents are made available to the QC operators in the form of PDF for reference, whereas in case of QC without documents, only page containing information entered by the enrolment/update operator is	Please confirm if all inputs to the bidder will be provided only in e-format i.e PDF format and no physical paper/document will be given to the bidder for processing / carrying out quality checks	Yes, it will be only in e-format.
73.	29	Section III	8.2.2. Responsibilities of the Agency (ADQCSA)	a. Establish exclusive QC centers as per the specifications issued by UIDAI and deploy adequate manpower as required to carry out the operations.	We understand the exclusive QC centres that need to be established can be within the ADQCSA's existing offices as far as they are compliant to all ADQCSA - QC Centre requirements, please confirm this understanding	Yes, the location and size of QC centres will be at complete discretion of the ADQCSAs. However these should be exclusive for work under this RFP and meet all requirements of safety, Security, size etc. as specified in the RFP

74.	-	-	-	Generic Query	Are the SLAs being proposed in the RFP being delivered in today's date? Pls share the trend of SLA performance? Is the	Yes. The details can not be shared. There exists adequate IT infrastructure to track proposed SLAs
75.				Generic Query	What is the expected start date of the project? In term UIDAI Expectation	It is expected to commence full fledged operations within 90 days of signing of the agreement.
76.				Generic Query	Could you please share the estimated month on month volume forecast for next 2 Years	Not feasible. This aspect has been adequately addressed in the RFP. Prospective bidders are expected to study all available data or information in detail and make their own informed decisions.
77.				Generic Query	What are the current Challenges in existing processes?	These have been covered during pre-bid meeting.
78.	11	Section II	Bid validity	Bid validity may be extended on mutual agreement	Would UIDAI agree to modifications in contract terms and condition in case	No modifications in terms and conditions will be allowed.
79.	13	Section II	PBG	PBG shall be valid for 90 days beyond contract end date	We request that BG validity period should be equal to	No Change, as this is required to cover the final contract closing activities
80.	15	Section II	Certificate for Avg Annual Turnover more than 80 INR Cr	Certificate from Company Secretary / Statutory Auditor	We request that CA Certificate should be considered as valid. This applies to all such requirements in the RFP at other places also	Agreed.
81.	15	Section II	Income Tax return to be submitted	Income Tax return to be submitted	We wish you consider IT return acknowledgement as Income return submitted	No change
82.	23	Section III	Overview of Scope of work	Client may at later stage include QC requests processing in the scope of work at the same cost	We assume the than additional work / additional ramp-up shall be chargeable as per the rate card	Additional quality checks will be paid at the final contracted rates only.

83.	40	Section IV	2.2.2 Termination of Contract	Client reserves the right to terminate the contract	We suggest that 90 days notice period shall be given prior the termination	No change. Notice period of 30 days has been specified.
84.	47	Section IV	3.3.13	Integrity Pact	As per process in our organization Integrity Pact Guarantee will be submitted	This needs to be submitted as part of the bid submission.
<b>Vendor 5</b>						
S.No	Page No of RFP	Section No	Clause	RFP Statement	Query / Suggestion	UIDAI Response
1	23	iii	1	In case of QC without documents, only page containing information entered by the enrolment/update operator is available	<b>Examples of QC without document</b>	As explained during pre-bid meeting.
2	24	iii	2.4	It is proposed to outsource 15% of all available enrolments and updates to be quality checked with documents. Out of the remaining packets, 50% will also be outsourced for quality check without documents.	Clarification required regarding the total % of with and without documents to be outsourced for QC process.	Out of total available packets on any day, outsourcing will be of 15 % with documents and 50% of the remaining packets without documents for QC check by ADQCSAs.
				The sample quality check carried out on these applications by adequately experienced operators at UIDAI has indicated that the output of operators with or without documents check is in the ratio 1:25:30.	Is this rate applicable per day?	Yes
3	24	iii	2.6			
4	30	iii	9.1	Each ADQCSA shall establish QC centers at maximum of 05 locations.	Is the location to be decided by the bidder?	
				Shall have work station for each resource and of minimum 42-52" x 60-72" dimensions	Is it work spot dimension for each operator?	Yes, this is the minimum work space for each QC operator.
5	30	iii	9.3b	Based on the same suppose quarterly average is <b>5 Crore</b> packets. Packets for checking with documents will be 15% ( i.e. the percentage of enrolments and updates that will be sent for checking with documents) of this i.e. <b>74 lakhs</b>	15% of 5 crore is 75 lakhs. But it is mentioned as 74 lakhs	It may be corrected to 75 Lakhs
6	34	iii	Part II			

## Response to queries received during Pre-Bid Meeting on 09 Jan 2018

Sl No	Vendor	Suggestion/Query	UIDAI Response
1	Aegis	Can the Billing be done on monthly basis instead of Quarterly?	<b>No change</b> , as monthly billing is considered administratively non-viable. Also present MIS software caters for SLAs and other calculations on quarterly bases.
2	Aegis	Can the UIDAI consider reducing the Quality SLA from 99.9% compliance ?	Quality SLA revised as <b>"A SLA of 99.5% accuracy will have to be maintained for both QC with DMS and QC without DMS."</b>
3	TCS	Can we have combined SLA instead of Quality and TAT SLA being calculated seperately	SLAs are being calculated separately but 15% cap is on total in a quarter.
4	TCS	Since billing is quarterly, can the payments be expected to be released within a month? In case if there is a delay, can there be provision for pro rata release of payments.	<b>Para 6.1. Payment for Services, pg 48, sub para'c' stands amended as:-</b> c In case of any disputes or lack of requisite documentation or clarity on SLAs etc., required for full payment, 75% of the clear invoiced amount shall be paid to the ADQCSAs within 30 days of raising of the invoice.
5	ECIL	Can the MPLS line which is being used for Aadhaar Auth service be used for data quality	No
6	TCS	Is printer allowed? Is mentioned in RFP.	No printers will be allowed in the QC centers
7	WRITER Information	Eligibility criteria Point 7, can it be based on volume of transations instead of value of contract in INR? Can there be flexibility on the period from March 2014 , to maybe 2012?	No Change. The pre qualification criteria is as per existing Govt. Guidelines on the subject.

8	TCS	Can UIDAI give assurance on the volume of transaction? Can UIDAI share the data for last 4-5 years ?	UIDAI does not give any assurance on the volume of transactions during the currency of the contract. Language wise volumes of both enrolments and updates for Aadhaar in last 12 months have been provided in the RFP. All prospective bidders must familiarize themselves with the latest state-wise Aadhaar saturation data and documents required for enrolment & update process as available at UIDAI website for better understanding of Aadhaar process and working out the quantum of time required for each process and likely manpower requirements.
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9	<b>Page 42</b> <b>Para 2.9.1</b> <b>By the</b> <b>Purchaser</b>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Service Provider:</p> <p>a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.</p> <p>g. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>h. If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>i. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>j. In the event of Service Provider is found :</p> <p>i. Sub-contracting of work/services without the prior written approval of UIDAI.</p> <p>ii. Provided incorrect information to UIDAI.</p> <p>iii. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>l. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate,</p>	<p>typo error. Amended as The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Service Provider:</p> <p>a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>c. If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>f. If the Service Provider fails to provide the quality services as envisaged under this</p>



