

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Government of India (Gol)
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi - 110001

CORRIGENDUM-I

Date: 12.10.2017

**SUB: Corrigendum-I for RFE for Audit and Inspection of Enrolment Centers,
Publish Date: 25th Sept, 2017, Open Tender Notice No. – F.No. 4(4)/57/51/338/2017/E&U**

S.No.	Clause/Pg. No.	Amended Text / Additional Text
1.	Service Tax (Pg. No. 20, 48 & 55)	The word Service Tax shall be replaced with GST in the RFE across all pages.
2.	Vendor (Pg. No. 36, 43, 46 & 47)	The word Vendor shall be replaced with Bidder in the RFE across all pages.
3.	Section IV, Clause no. 1.9 (Pg No. 37)	<p>“1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage arising out of, or in connection with, this RFE or the subject matter hereof.</p> <p>a. For any indirect or consequential loss or damage; and;</p> <p>b. For any direct loss or damage that exceeds</p> <p>i. The Contract Value, or</p> <p>ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>2. This limitation of liability shall not affect the Bidder’s liability, if any, for damage to Third Parties caused by the Bidder/ Bidder’s Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.</p> <p>3. The liability cap given under this clause shall not be applicable to the indemnification obligation set out in Clause 9 of this section and breach of Confidentiality Clause mentioned at Clause 3.3 of this Section or Bidder’s breach of any applicable laws, rules or regulations</p>
	Section IV, Clause no. 1.10 (3) Pg. No. 38	3. The performance security deposit shall be released after completion of the empanelment term along with an additional 60 days subject to such deduction as may be applicable.

CORRIGENDUM

	Section IV, Clause no. 2.2 Pg. No. 38	If this Contract does not become effective within such time period as defined in the RFE, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract and the for empanelment to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFE. In such case, UIDAI shall not be held liable for any kind of loss incurred to the other party as referred hereinabove.
	Section IV, Clause no. 2.3 (d) Pg. No. 39	(d) In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time. In such case, the empanelled firm whose work was found to be unsatisfactory would not be eligible to receive payment for such work.
	Section IV, Clause no. 2.9.1 (b) (k) Pg. No. 42	<p>b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members which has substantial bearing on providing Services under this contract) becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>k) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <p>i. If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the Vendor fails to perform any other obligation(s) under the contract.</p> <p>l) In such case, UIDAI shall not be held liable for any kind of loss incurred to the other party as referred hereinabove.</p> <p>m) If the empanelled firm discloses any confidential information during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith.</p>
	Section IV, Clause no. 3.3 Pg. No. 46	Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The undue use of confidential information by any Bidder may result in the rejection of its bid.

CORRIGENDUM

	<p>Section IV, Clause no. 3.8 Pg. No. 47</p>	<p>Equipment or materials provided by the empanelled Agency for the performance of the contract shall remain the property of the empanelled Agency.</p> <p>Equipment or materials made available to the empanelled Agency by the “Purchaser”, or purchased by the empanelled Agency wholly or partly with funds provided by the “Purchaser” (if any), shall be the property of the “Purchaser” and shall be marked accordingly. Upon termination or expiration of this Contract, the empanelled Agency shall handover the same to the “Purchaser”.</p>
	<p>Appendix A Pg. No. 62</p>	<p>The CEO, UIDAI acting through(Name of ADG) Assistant Director General of Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the one part, and _____ (name of authorized signatory) of _____ (name of the firm/company) (hereinafter called the “Service Provider”) which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the other part.</p> <p>are entering this AGREEMENT on this _____ day of _____, 2017 between</p> <p>WHEREAS the Purchaser had invited bids for certain Services, viz., “RFE FOR AUDIT & INSPECTION OF AADHAAR ENROLMENT CENTERS” vide their bid document number F.No. _____ dated _____.</p>
	<p>Appendix A Pg. No. 63</p>	<p>4. Term: The contract with Empanelled Agencies shall be applicable initially for a period of 1 year (One year) from date of signing on contract. The contract may be extended for two more years on yearly basis as required by the Purchaser based on mutual agreement at the existing terms and conditions.</p>
	<p>Appendix D Pg. No. 70</p>	<p>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.</p> <p>10. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Purchaser irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Purchaser shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Purchaser shall deem appropriate. Such right of the Purchaser shall be in addition to Remedies otherwise available to the Purchaser at law or in equity.</p> <p>11. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.</p>