

Corrigendum 1 to RFP: Bid No.T-11014/57/2013-Tech/(Part)Procurement/3

SI No	Section No.	Clause No	Page No. in Section	Existing provision in the clause	Clarification	Revision/Correction
1	3 – General Conditions of Contract	3.19(3)	8	Delays in the Vendor's Performance If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 19.2 would be invoked	Typo Error	Delays in the Vendor's Performance If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.19(2) would be invoked
2	4 – Contents of Bids	4.2.3	14	Total Unit Cost (7=5+6) (in Rs)	Calculation formula in column 8	It shall be read as: Total Unit Cost (8=6+7) (in Rs)
3	4 – Contents of Bids	4.2.3	14	Total Cost incl. Taxes & duties and support for three years (8=4x7) (in Rs)	Calculation formula in column 9	It shall be read as: Total Cost incl. Taxes & duties and support for three years (9=4x8) (in Rs)
4	6 – Appendices	Appendix A	2	Table for calculating cost in serial no 4	Calculation formula	Table for calculation of cost under Section 4, clause no 4.2.3 shall be used.

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1	I	1.3.1	6	Copy of each such purchase order clearly indicating the value of the Order	Since most of the contractual agreements are under NDA, bidder will not be able to submit purchase order. Request you to delete this clause.	No Change in existing clause
2	II	2.12	8'	Bid Security The bid security may be forfeited: a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b) In the case of a successful Bidder, i. If the Bidder fails to sign the Contract in accordance with Clause 34; ii. If the bidder fails to furnish performance security in accordance with Clause 35.	The bid security may be forfeited: a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b) In the case of a successful Bidder, i. If the Bidder fails to sign the Contract on mutually agreed upon terms and conditions in accordance with Clause 34; ii. If the bidder fails to furnish performance security within 30 days of signing the contract in accordance with Clause 35.	No Change in existing clause
3	II	2.33	12'	Notification of Award The notification of award will constitute the formation of the Contract.	The After notification of award, the bidder shall be given 15 days to accept/reject the same will constitute the formation of the Contract.	No Change in existing clause
4	III	3.6	4'	Performance Security Within 7 days after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee bond from a scheduled bank valid for a period of sixty (60) days beyond the date of completion of contractual obligations of the successful bidder including warranty and support obligations.	Within 7 30 days after the receipt of notification of award signing of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee bond from a scheduled bank valid during the term of the contract for a period of sixty (60) days beyond the date of completion of contractual obligations of the successful bidder including warranty and support obligations.	No Change in existing clause
5	III	3.8	6'	Incidental Services The Vendor shall be required to provide any or all of the following services without any additional cost to UIDAI	The Vendor shall be required to provide any or all of the following services on mutually agreed upon terms and conditions without any additional cost to UIDAI	No Change in existing clause
6	III	3.12.1	6'	Warranty	The Vendor warrants that the Software supplied under	No Change in

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				The Vendor warrants that the Software supplied under the Contract are latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them unless provided otherwise in the Contract. The Vendor further warrants that the Software supplied shall have no defect arising from software viruses, malware or Trojan (except insofar as the design or material is required by the Purchaser's Specifications), or from any act or omission of the Vendor, that may develop under normal use of the supplied software in the conditions prevailing in the country of final destination.	the Contract are latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them unless provided otherwise in the Contract. The Vendor further warrants that the Software supplied shall have no defect arising from software viruses, malware or Trojan (except insofar as the design or material is required by the Purchaser's Specifications), or from any act or omission of the Vendor, that may develop under normal use of the supplied software in the conditions prevailing in the country of final destination.	existing clause
7	III	3.12.1	6'	Warranty If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.	Request to delete	Request not Considered
8	III	3.15	7'	Change Orders UIDAI reserves the right to increase the quantity by placing repeat order (s) within the Contract Period, of upto 25% of the Contract value. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any item, unit rate for item indicated in the contract will be applicable.	-	-

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9	III	3.17	8	Assignment	Request For Modification: Bidder may permit anyone other than Bidder personnel to render the Services or any part thereof under this Agreement or any Statement of Work issued hereunder, provided however that Bidder shall be responsible for the performance of the agents so appointed.	Request not Considered
10	III	3.18	8'	Sub-contracts No sub-contracting of the work either in full or part is allowed.	Request For Deletion	Request not Considered
11	III	3.19	8'	Delays in the Vendor's Performance An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default	An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. Provided that the Vendor is first given a 30 days written notice to remedy the breach/defect.	No Change in existing clause
12	III	3.19	8'	Delays in the Vendor's Performance If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 19.2 would be invoked	There is no clause 19.2 in the RFP.	It shall be read as clause no 3.19(2)
13	III	3.2	9'	Liquidated Damages	Maximum aggregate liability for LD or penalty under this Agreement shall not exceed 5% of the Total contract value.	No Change in existing clause
14	III	3.21	9'	Termination for Default The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part	The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part provided that the Vendor is first given a 30 days written notice to remedy the defect/breach:	No Change in existing clause
15	III	3.21	9'	Termination for Default In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause	In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 3.21.1 the Purchaser may procure, upon such terms and in such	No Change in existing clause

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				3.21.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.	manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. The liability of the Vendor in such an event shall not exceed 5% of the value quoted for such undelivered Goods/services. However, the Vendor shall continue performance of the Contract to the extent not terminated.	
16	III	3.21	9'	Termination for Default If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.	The term "conflict of interest" needs to be defined.	RFP clause is self-explanatory
17	III	3.24	10'	Termination for Convenience The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of seven days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.	The Purchaser Either Party may by written notice sent to the other Vendor , terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days seven days . The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Request For Addition: Upon termination, all rights and benefits granted by this Agreement shall revert to the respective parties and Customer shall pay all amounts due to Bidder upto the effective date of termination	No Change in existing clause
18	III	3.33	12'	Passing of Property Ownership shall not pass to the Purchaser unless and until the Goods have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.	Ownership shall not pass to the Purchaser unless and until the Goods have been delivered, installed and accepted, whichever is earlier , in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.	No Change in existing clause
19	III	3.40'	13'	Conflict of Interest	Term conflict of interest needs to be defined.	RFP clause is self-

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						explanatory
20	III	3.41	13'	Delivery and Risk Purchase	Request For Modification Any excess cost due to Risk Purchase that will be recovered from Bidder due to any such reason shall not exceed by more than 5% of the price / rates quoted.	No Change in existing clause
21	III	3.41	13'	Delivery and Risk Purchase The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the IT Software as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the bidder even before completion of the contractual delivery schedule if it becomes apparent that bidder will not be able to fulfill the contractual obligations. In case the bidder fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the IT Software or a portion thereof at the risk and cost of bidder.	Request to delete	Request not Considered
22	III	3.41	14'	Delivery and Risk Purchase The Purchaser reserves the right to suspend the business with such bidder who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the bidder and considering his reply if any.	Request to delete	Request not Considered
23	III	3.36	12	Taxes & Duties	UIDAI is not liable to taxes. Please confirm that we are getting exemption certificates for the same	No Change in existing clause
24	III	3.42	14'	Fall Clause	Request to delete	Request not Considered
25	III	3.43	14'	Limitation of Liability Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or company acting on behalf of	Request to replace this clause with: Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1)	No Change in existing clause

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				<p>the Vendor in executing the work or in carrying out the services, the Vendor, with respect to damage caused by the Vendor to property and/or assets of the Purchaser or of any of Purchaser's vendors, shall not be liable to Purchaser:</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 Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.</p>	<p>any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Vendor under this Agreement, shall not exceed the fees received by Vendor under this Agreement during the three months preceding the date of such claim.</p>	
26	IV		3	<p>Technical Bid Letter</p> <p>We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in Annexe 4.1.6 and that we shall perform all the incidental services.</p>	<p>We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in Annexe 4.1.6 except for the deviations submitted along with this bid and that we shall perform all the incidental services on mutually agreed upon terms and conditions.</p>	No Change in existing clause
27	IV		3	<p>Technical Bid Letter</p> <p>We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.</p>	<p>We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, deviations submitted by us, shall constitute a binding contract between us.</p>	No Change in existing clause
28	IV		9	<p>(Annexure 4.1.7)</p> <p>We warrant that everything to be supplied by us hereunder shall be latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them and are free from</p>	<p>We warrant that everything to be supplied by us hereunder shall be latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them and are free from defect arising from software viruses, malware or</p>	No Change in existing clause

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				defect arising from software viruses, malware or Trojan, and shall be of the highest respective version and consistent with the established and generally accepted standards for software of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of installation and commissioning report of Software by the Purchaser.	Trojan, and shall be of the highest respective version and consistent with the established and generally accepted standards for software of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and for, and acceptance of the goods, but shall expire after 3 Years (36 months) from the date of acceptance of installation and commissioning report of Software by the Purchaser.	
29	IV		12	Annexe 4.2.2) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.	We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, deviations submitted by us shall constitute a binding contract between us.	No Change in existing clause
30	IV		New Clause	Taxes	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Purchaser.	Refer clause no.3.36
31	IV		New Clause	Savings Clause	Vendor's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Vendor's performance is effected , delayed or causes non-performance due to Purchaser's omissions or actions whatsoever.	Request not Considered
32	IV		New Clause	Deemed Acceptance	Services and/or deliverables shall be deemed to be fully and finally accepted by Purchaser in the event when Purchaser has not submitted its acceptance or rejection response in writing to Vendor within 15 days from the date of installation/commissioning or when Purchaser	Request not Considered

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					uses the Deliverable in its business, whichever occurs earlier. Parties agree that Vendor shall have 15 days time to correct in case of any rejection by Client.	
33	IV		New Clause	Site not ready	Purchaser hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Purchaser agrees that Vendor shall not be in any manner be liable for any delay arising out of Purchaser's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	Request not Considered
34	IV		New Clause	Exceptions to indemnity	<p>Exceptions to Indemnity</p> <p>(a) Vendor shall not have any liability to Purchaser under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Purchaser where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Purchaser; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Vendor where the unmodified version of the Deliverable would not have been infringing. Vendor will completely satisfy its obligations hereunder if, after receiving notice of a claim, Vendor obtains for Purchaser the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	Refer clause no. 3.5
35	IV		New Clause	Termination	<p>Either Party shall have the right to terminate this Agreement at any time:</p> <p>With Cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable</p>	Refer clause no 3.21

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					<p>satisfaction within thirty (30) days.</p> <p>In the event of termination by owner, the Vendor shall be paid for the:</p> <ol style="list-style-type: none"> 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Vendor's best efforts 5. unrecovered investments shall be paid by Purchaser as per termination schedule till the date of termination. 	
36	IV		New Clause	Change Orders	<p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Vendor will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Vendor shall not be bound to perform any additional services.</p>	Refer Clause no. 3.15
37	IV		New Clause	Pass through warranties	<p>Since Vendor is acting as a reseller of third products, Vendor shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Purchaser shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Vendor shall not provide any additional warranties and indemnities with respect such products.</p>	Refer Clause no 3.12.1
38	IV		New Clause	Non-hire	<p>During the term of this Agreement and for a period of one year thereafter Purchaser shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Vendor, without the prior written consent</p>	Request not Considered

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					thereof from Vendor. Thus, the Purchaser agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Vendor at law or in equity	
39	IV		New Clause	Customer Information	Bidder may also share contract / engagement / project details and relevant documentation to its customers / prospective customers solely for the purpose of, and with the intent to, evidence and support its experience earned under this Agreement.	Request not Considered
40	IV		New Clause	Assignment / Discounting of Receivables	Customer hereby agrees and provides consent to Bidder to have unhindered right to assign the receivables under this Contract to a financial or banking institution or any other institution / organization engaged in the business of funding. For avoidance of doubt, such assignment may include but is not limited to sale of receivables.	Request not Considered
41	General Query				The scalable file system is an Add-On and is not sold with support (Standard / Premium). Instead, customer will inherit the support level of the underlying RHEL Server subscription (Premium). Please confirm	Yes, the scalable file system is an Add-On and is not sold with support (Standard / Premium)- However, Basic support for OS will be inherited from the underlying RHEL Server Subscription
42	Gene				The scope is to supply and installation and maintenance	Yes

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	ral Query				of RHEL licenses at Manesar and Bangalore sites. Please confirm	
43	II	2.37 Reject on Criteria (2 Commercial Reject on Criteria)	13 of 14	<p>iii. Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and sales tax etc.</p> <p>iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.</p>	<p>Here it calls for the Total lumpsum price to be quoted which shall include all taxes, levies, duties, etc. including Excise duty and Sales tax.</p> <p>As per incidental services detailed in cl. 3.8 of Section III (Pg. 6 of 14), installation, testing & commissioning is involved. However, in Section VI on Contract agreement, the cost of software is only indicated, which means the cost of software should include all incidental services also and the taxes involved thereon.</p> <p>Further, in Section IV - cl.no.4.2.3 COST OF SOFTWARE AND SUPPORT FOR THREE YEARS (Page 14 of 14), it indicates number of software and its cost. The same does not indicate services like Erection, commissioning, etc. and also services tax & other tax.</p> <p>Kindly provide the following:</p> <ol style="list-style-type: none"> confirmation that our understanding is correct. A format for submitting the commercial bid taking into consideration the various Taxes. 	Clause 3.8 is self-explanatory. Also refer Corrigendum1 for the RFP
44	III	3.13 Payment schedule (3.13.1 Hardware &	7 of 14	<p>i) 40% against delivery of all equipments and accessories.</p> <p>ii) 50% against installation and satisfactory commissioning of all Goods/ Services</p> <p>iii) 10% against acceptance testing of Goods/ Services.</p>	<p>Here it states 40% against delivery, 50% against installation and 10% against acceptance.</p> <p>This contract is basically the cost of required no. of software, their installation , commissioning and maintenance.</p> <p>In order to have a better cash flow, please consider a revised payment terms as detailed below:</p>	No change in existing clause

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		software)			75% against delivery of equipment and accessories. 15% on installation and satisfactory commissioning. 10% against acceptance testing of Goods/ Services.	
45	III	3.15 Change Orders	7 of 14	<p>1. The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 3.28, make changes within the general scope of the Contract in any one or more of the following:</p> <p>i) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>ii) The method of shipment or packing;</p> <p>iii) The place of delivery; or</p> <p>iv) The Services to be provided by the Vendor.</p> <p>v) Increase/ decrease quantities of goods</p>	<p>Here it provides the Purchaser can - by a written order given to the vendor, make changes in the scope of contract in any one or more of the sl.no.i to v</p> <p>The point to be considered here are sl.no.i, which deals with Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser. Since the items required are the software, any change in software requirement will have an effect in quoted prices.</p> <p>Similarly in sl.no. iv, the service is to be provided by the vendor is clearly mentioned in scope of work and there could not be any changes in this.</p> <p>The increase / decrease in quantities should be considered for payment as per quoted rates.</p> <p>Since the change order deals with a change of pricing, we request that a thorough discussion with the vendor is required and agreed upon before such changes are indicated.</p>	No change in existing clause
46	III	3.24 Termination for Convenience	10 of 14	<p>1. The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of seven days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>Here it provides the purchaser that he by giving a written notice to the vendor can terminate the contract in whole or part for purchaser's convenience.</p> <p>It is not very clear whether this will take in to consideration the extent of work which has already been completed for which the vendor is eligible for payment and any compensation thereon.</p>	This will take into consideration the extent of work which has been completed for which vendor is eligible for

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					Kindly elucidate the details as requested above.	payment as per standard rates quoted by the bidder
47	I	1.1 Preamble	3 of 7	b)All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of Rs. 70,000/- (Rupees Seventy Thousand Only) except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT).	Here it calls for, an EMD / Bid security of Rs.70000/- and it does not state the mode of payment such as DD, Bank Guarantee etc. Kindly indicate the mode of payment and the beneficiary	It will be in the form of BG. Kindly Refer Appendix C under section 6 of the RFP