

**Government of India**  
**Ministry of Electronics & Information Technology(MeitY)**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**  
**Enrolment & Update Division**

**File Number: 4(4)/57/418/2020-E&U-II**

Date: 03.08.2020

**Reference:** Tender No. 4(4)/57/418/2020-E&U-II dated 15.05.2020

**Corrigendum 4 to Tender No:** 4(4)/57/418/2020-E&U-II dated 15.05.2020

S. No.	Clause No.	RFP Page No.	Clause as per RFP	Modified Clause
1	-	1	RFP Number: 4(4)/57/418/2020-E&U-II Dated - <u>23rd March, 2020</u>	RFP Number: 4(4)/57/418/2020-E&U-II Dated – 15th May , 2020
2	1.2.2 (b)	13	Change in the Contact person details:  <u>Shri Praween Kumar Jha</u> DD(E&U II)  Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (GoI), 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001  Queries should be submitted via E-mail and followed by paper copy through post  E-mail: <a href="mailto:praween.jha@uidai.net.in">praween.jha@uidai.net.in</a>	Shri Harish Lal Verma DD(E&U II)  Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (GoI), 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001  Queries should be submitted via E-mail and followed by paper copy through post  E-mail: <a href="mailto:harish.verma@uidai.net.in">harish.verma@uidai.net.in</a>

3	2.1.15.1	20	New Clause 2.1.15.1 (f) to be inserted after clause 2.1.15.1 (e)	f. Bidders who are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization/NSIC or MeiTY or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of BG OF EMD, but they have to submit and upload bid securing declaration. In addition, the MSE/startup must also upload copy of valid registration certificate.
4	2.1.15.2	22	New Clause 2.1.15.2 (k) to be inserted after clause 2.1.15.2 (j)	Name : UIDAI A/c No. : 1098214000043 IFSC : CNRB0001098  Address : Jeevan Bharti Building, Parliament Street, New Delhi
5	2.2.1 (6)(6)	28	Evidence Required: (c) For contracts under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) or (b) above, shall submit the <u>copy of NDA along with</u> Company's statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company's authorized signatory, stating –  i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all	Evidence Required: (c) For contracts under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) or (b) above, shall submit the Company's statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company's authorized signatory, stating –  i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not

			<p>respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase.</p> <p>v. Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES.</p>	<p>completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase.</p> <p>v. Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES.</p>
6	2.3.1 (1.2)	32	<p><b><u>Documents Required:</u></b></p> <p>(c) For contracts under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) or (b) above, shall submit the <u>copy of NDA along with</u> Company's statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company's authorized signatory, stating –</p> <p>i. Total value of PO/WO,</p> <p>ii. date of commencement and completion of contract,</p> <p>iii. total scope of PO/WO,</p> <p>iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase.</p> <p>v. Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES.</p>	<p><b><u>Documents Required:</u></b></p> <p>(c) For contracts under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) or (b) above, shall submit the Company's statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company's authorized signatory, stating –</p> <p>i. Total value of PO/WO,</p> <p>ii. date of commencement and completion of contract,</p> <p>iii. total scope of PO/WO,</p> <p>iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase.</p> <p>v. Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES.</p>

7	2.4.2 (c)	38	c. The TEC/UIDAI may seek <u>oral or written</u> clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. <u>Oral</u> clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.	c. The TEC/UIDAI may seek clarifications from the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. Clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process. Bidder is expected to submit the written clarification of all the discussions with TEC/UIDAI.
8	3.1.1 point 2	42	“Applicable Law” means the laws and any other instruments having the force of law in India.	“Applicable Law” means the laws brought into force and effect by Government of India or the State Government including rules, regulations and notifications made there under, binding judgments, decrees, injunctions, writs and orders of any court of record, tribunal or quasi-judicial body and instructions, decisions and directions of any governmental body or administrative authority, rules of any recognized stock exchange, as amended, replaced, re-enacted or restated from time to time in India;
9	3.1.1 point 14	42	“Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service	“Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service

			Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the <u>Agreement</u> .	Provider is the entity, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract.
10	3.1.5	43	1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person or through speed post/ registered post/ email to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.	1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and in English language. 2. A Notice shall be effective when delivered or on the notice effective date, whichever is later. All notices must be delivered personally, by registered or certified mail or by facsimile transmission or email. 3. All notices shall be effective: (i) If sent by facsimile transmission or email, when sent (on receipt of confirmation of the correct number or address); (ii) If sent by registered post or certified mail, within 5 (five) days of dispatch; (iii) If delivered personally, on receipt by intended recipient, provided that all notices given by facsimile transmission shall be confirmed by registered or certified mail.
11	3.1.9.2 (2)	44	Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in	Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in

			<p>whole or in part:</p> <p>If the successful bidder, in the judgment of UIDAI/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract; OR</p> <p>If the successful bidder submits to UIDAI/purchaser a false statement/facts. In such cases UIDAI/Purchaser may also forfeit the PBG and/or take appropriate action against the successful bidder.</p>	<p>whole or in part:</p> <p>If the successful bidder, in the judgment of UIDAI/purchaser, has engaged in <b>wilful</b> misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract; OR</p> <p>If the successful bidder submits to UIDAI/purchaser a false statement/facts. In such cases UIDAI/Purchaser may also forfeit the PBG and/or take appropriate action against the successful bidder.</p>
12	3.1.11	45	<p>New Clause 3.1.11 to be inserted after clause 3.1.10</p>	<p>Conflict of Interest</p> <p>a) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.</p> <p>b) The Purchaser requires that the bidder provides solutions which at all times hold the Purchaser's interests paramount, avoid</p>

				<p>conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.</p> <p>c) The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.</p>
13	3.2.7.1 (1)	47,48	<p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at</p> <p>the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion,</p>	<p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at</p> <p>the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion,</p>

			storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.	storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. <b>However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.</b>
14	3.2.9.1 (10)	49	In the event of Service Provider is found : a. Sub-contracting of work/services <u>without the prior written approval of UIDAI.</u> b. Provided incorrect information to UIDAI. c. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.	In the event of Service Provider is found : a. Sub-contracting of work/services. b. Provided incorrect information to UIDAI. c. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.
15	3.2.9.3 point 4	50	If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.	Deleted
16	3.2.9.6 point 1 b	51	b. If the agreement is terminated pursuant of Clause GCC 3.2.9.1 (1) to (3), (5), (6), (8), (10) ,the Service Provider shall not be	b. If the Contract is terminated pursuant of Clause GCC 3.2.9.1 (1) to (3), (5), (6), (8), (10) ,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 <u>it, if such part is of economic utility to the Purchaser.</u> Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GCC 3.9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.	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 UIDAI committee. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GCC 3.9 of this Contract agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30(thirty) days of termination date.If either Party disputes on the termination, it would be managed as per the provisions of Clause GCC 3.2.9.7 of this Contract.
17	3.2.10 point 1	51	The contract may be extended by two <u>periods</u> of one year each at the end of the 2 year contract, subject to satisfactory performance. The extension shall be at the discretion of UIDAI. During extension period, the rate per packet shall be increased by 5% each year (Rate for 2nd year of extension shall be the rates of 1st year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.	The contract may be extended by upto two more years, on year to year basis. The extension shall be at the discretion of UIDAI. During extension period, the rate per packet shall be increased by 5% each year (Rate for 2nd year of extension shall be the rates of 1st year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.
18	3.3.7 (1)	53	The Service Provider shall not be permitted to sub-contract any part of its	The Service Provider shall not be permitted to sub-contract any part of its

			obligations, duties, or responsibilities under this contract <u>without the prior written approval.</u>	obligations, duties, or responsibilities under this contract.
19	3.3.10 (7)	53	<u>The rogue behaviour of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</u>	Deleted
20	3.5.2	55	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the services, same shall be passed on to the <u>Purchaser/service provider/bidder</u> . Taxes shall be paid to the service provider at prevailing rates at the time of invoicing.	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the Services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, same shall be passed on to the Purchase. Taxes shall be paid to the Service Provider at prevailing rates at the time of invoicing.
21	3.8.3	58	New Clause 3.8.3 to be inserted after clause 3.8.2	Jurisdiction The Contract shall be governed by and interpreted in accordance with laws of the India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract.
22	4.1.7.2 (1) (b)	68	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.	The resources should be adequately trained on QC portals. The master trainers of the ADQCSA shall be trained by UIDAI and training of other QC operators/trainers shall be the responsibility of ADQCSA.
23	4.1.7.3 (2)	68	The ADQCSA shall employ QC trainers. QC trainers shall undergo Master trainers training at UIDAI as	The ADQCSA shall employ QC master trainers who shall undergo training at UIDAI. Usually, training of

			per its schedule. These QC trainers shall be responsible for training of QC Operators of ADQCSA and clarifying any doubts and queries of QC operators.	5-7 days is found to be sufficient for QC operators/trainers. For commencement of QC operations, vendors must ensure that QC trainers complete their training by UIDAI before T+75 days as per clause 3.2.3.1 (6) of RFP. These QC trainers shall be then responsible for training of QC Operators of ADQCSA and clarifying any doubts and queries of QC operators. Bidders may increase or decrease the duration of training as per their discretion and convenience.
24	5.1.1 Table : Ref Clause 2.2.1.5 (6)	82,83	<p>Project 1 : Row with documentary proof requirement as “NDA Copy”</p> <p>Project 2 : Row with documentary proof requirement as “NDA Copy”</p> <p>Project 3 : Row with documentary proof requirement as “NDA Copy”</p>	3 rows Deleted
25	5.1.3 Table : Ref Clause 2.3.1 (1.2)	87,88,89	<p>Project 1 : Row with documentary proof requirement as “NDA Copy”</p> <p>Project 2 : Row with documentary proof requirement as “NDA Copy”</p> <p>Project 3 : Row with documentary proof requirement as “NDA Copy”</p> <p>Project 4 : Row with</p>	5 Rows Deleted

			documentary proof requirement as “NDA Copy”  Project 5 : Row with documentary proof requirement as “NDA Copy”	
26	5.2.6 (9)	138	9. The Vendor 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 Vendor’s breach of this Agreement.	Deleted

The other terms and conditions of the bid document will remain the same.

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ADG (E&U II)