



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



**File Number:** T-11014/20/2017-Tech dated 14<sup>th</sup> June, 2017

Date: 31.07.2017

**Reference:** Tender No. T-11014/20/2017-Tech dated 14<sup>th</sup> June, 2017

**Corrigendum 4**

S. No.	Clause No.	RFP Page No.	Clause as per RFP	Modified Clause
1	Clause 9	25	9.1.1 This contract for comprehensive onsite annual maintenance service on 24 x 7 basis will be initially valid for a period of 1 (One) year from the date of activation of services. The Contract Period will be extendable on yearly basis up to further 2 (Two) year on same rates and same terms & conditions of the contract at the sole discretion of the Purchaser.	9.1.1 This contract for comprehensive onsite annual maintenance service on 24 x 7 basis will be initially valid for a period of 1 (One) year from the date of activation of services. The Contract Period will be extendable on yearly basis up to further 2 (Two) year on same rates and same terms & conditions, <b>subject to mutual agreement between vendor and purchaser.</b>
2	Clause 12- Section II	17	12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clause 12 of Section III – General Conditions of Contract, make changes within the general scope of the Contract. 12.2 The UIDAI shall reserve the right, not to purchase, any/all the CAMC Services for	12.1 <b>Subject to mutual agreement</b> , the UIDAI may at any time but <b>before issue of Notification of Award(NOA)</b> by a written order given to the <b>successful bidder/ Vendor can</b> make changes within the general scope of the Contract. However, clause 12 of section III remains un-affected. 2 The UIDAI shall reserve the right, not to purchase



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			CISCO make Switches & Firewall. UIDAI shall also reserve the right to place the order phase wise.	<b>all CAMC Services quoted by the successful bidder/ Vendor in this bid. UIDAI also reserve the right, not to purchase partial Goods/ Services as per mutual agreement with successful bidder/ vendor but before issue of NoA.</b> UIDAI shall also reserve the right to place the order phase wise.
3	Clause 8 - Section III	25	8.1 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 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 the Purchaser's vendors, shall not be liable to Purchaser:  (a) For any indirect or consequential loss or damage; and	8.1 Except in case of gross negligence or willful misconduct:  a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay liquidated damages to the Purchaser; and  b. The aggregate liability of the Vendor to the Purchaser whether under the Contract, in tort, or



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			<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>8.2 This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.</p>	<p>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 Vendor to indemnify the Purchaser with respect to patent infringement.</p> <p>c. The Purchaser shall not be liable to the Vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per clause 18 of section III.</p>



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4	Clause 27 of Section III	29	27.1 The prices charged for services provided under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.	27.1 The prices charged for services provided under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells Services or offers to sell Services of identical description/ <b>similar buying circumstances</b> to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.

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

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ADG (Tech)