

Corrigendum-3					
S.No	Section	Clause Number	Page Number	Original Clause	Amended Clause
1	9	1	60	1. Bidder represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract (or the Award of Provisional Empanelment).	1. Bidder represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this <b>Provisional Empanelment</b> .
2	9	2	60	2. DeitY reserves the right to terminate the contract by giving a notice of one month if the performance of the private service provider is not found satisfactory. The private service provider shall be given a period of thirty days to cure the breach or fulfill the contractual obligations. Failing which DeitY shall notify the private service provider in writing of the exercise of its right to terminate the contract within 14 days, indicating the contractual obligation(s) for which the private service provider is in default.	2. DeitY reserves the right to terminate the <b>empanelment</b> by giving a notice of one month if the performance of the cloud service provider is not found satisfactory. The cloud service provider shall be given a period of thirty days to cure the breach or fulfil the <b>empanelment</b> obligations. Failing which DeitY shall notify the cloud service provider in writing of the exercise of its right to terminate the <b>empanelment</b> within 14 days, indicating the obligation(s) <b>in the RFP</b> for which the cloud service provider is in default.
3	9	4 (a)	60	a. In the event that DeitY believes that the private service provider is in Material Breach of its obligations under the Contract, DeitY may, without prejudice to any other remedy for breach of contract, terminate the Contract in whole or part upon giving a one month's prior written notice to the private service provider. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:	a. In the event that DeitY believes that the cloud service provider is in Material Breach of its obligations under the <b>empanelment terms</b> , DeitY may, without prejudice to any other remedy for breach of <b>terms of empanelment</b> , terminate the <b>empanelment</b> in whole or part upon giving a one month's prior written notice to the cloud service provider. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
4	9	4(a)(v)	61	v. If the private service provider fails to perform any other obligation(s) under the contract.	v. If the cloud service provider fails to perform any other obligation(s) under the <b>empanelment terms</b> .
5	9	4(b)	61	b. In case of such a breach, DeitY will serve a thirty days written notice for curing this Breach. In case the breach continues, after the expiry of such notice period, the DeitY will have the option to terminate the Contract.	b. In case of such a breach, DeitY will serve a thirty days written notice for curing this Breach. In case the breach continues, after the expiry of such notice period, the DeitY will have the option to terminate the <b>empanelment</b> .

6	9	4(c)	61	<p>c. In the event the DeitY terminates the contract in whole or in part, the Government Department(s) (that have signed the MSA with the private service provider) may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the private service provider shall be liable to the Government Department(s) for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the private service provider shall continue performance of the contract with the Government Department to the extent not terminated. On termination, the exit management and transition provisions as per the Master Services Agreement will come into effect.</p>	<p>c. In the event the DeitY terminates the <b>empanelment</b> in whole or in part, the Government Department(s) (that have signed the MSA with the cloud service provider) may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the cloud service provider shall be liable to the Government Department(s) for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the cloud service provider shall <b>continue to work with</b> the Government Department to the extent not terminated. On termination, the exit management and transition provisions as per the Master Services Agreement will come into effect.</p>
7	9	5(a)	61	<p>a. The private service provider will be exposed, by virtue of the contracted activities, to internal business information of DeitY and other Government Departments. The private service provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The private service provider must safeguard the confidentiality of the DeitY's and Government Department's business information, applications and data. For this, private service provider is required to sign Non-disclosure agreement with DeitY and Government Department (for the respective project).</p>	<p>a. The cloud service provider will be exposed, by virtue of the <b>agreed activities as per the RFP</b>, to internal business information of DeitY and other Government Departments. The cloud service provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The cloud service provider must safeguard the confidentiality of the DeitY's and Government Department's business information, applications and data. For this, cloud service provider is required to sign Non-disclosure agreement with Government Department (for the respective project).</p>
8	9	5(b)	61	<p>b. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the contract. The DeitY may apart from blacklisting the private service provider, initiate legal action against the private service provider for breach of trust. The private service provider shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the DeitY.</p>	<p>b. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the <b>empanelment</b>. The DeitY may apart from blacklisting the cloud service provider, initiate legal action against the <b>Cloud service provider</b> for breach of trust. The cloud service provider shall also not make any news release, public announcements or any other reference on RFP <b>or empanelment agreement</b> without obtaining prior written consent from the DeitY.</p>

9	9	5(d)	61	<p>d. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	Removed
10	9	6	62	<p>6. Arbitration: If, due to unforeseen reasons, problems arise during the progress of the contract leading to disagreement between the DeitY and the private service provider (or the Government Department and the private service provider), both the DeitY (or the Government Department as the case may be) and the private service provider shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either DeitY (or the Government Department as the case may be) or the private service provider can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be New Delhi (or a city as determined by the Government Department in its MSA).</p>	<p>6. Arbitration: If, due to unforeseen reasons, problems arise during the progress of the <b>empanelment</b> leading to disagreement between the DeitY and the cloud service provider (or the Government Department and the cloud service provider), both the DeitY (or the Government Department as the case may be) and the cloud service provider shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either DeitY (or the Government Department as the case may be) or the cloud service provider can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be New Delhi (or a city as determined by the Government Department in its MSA).</p>

11	9	7(a)	62 a. There shall be no infringement of any patent or intellectual & industrial property rights by the private service provider as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the Deliverables or any part thereof, supplied under the Contract. Private service provider shall indemnify the DeitY (and the Government Department) against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorised use of patent or intellectual & industrial property rights of any such parties.	a. There shall be no infringement of any patent or intellectual & industrial property rights by the cloud service provider as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the Deliverables or any part thereof, supplied under the <b>empanelment terms</b> . Cloud service provider shall indemnify the DeitY (and the Government Department) against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorised use of patent or intellectual & industrial property rights of any such parties.
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