

Corrigendum-I

Corrigendum and clarification in connection with Procurement of Tape Library for DC and DR Site of NIC vide RFP No. NIC/IT/RFP/11/2024/ Tape Library.

With reference to the above, please find the below corrigendum and clarification against the queries/request made by prospective bidders/OEM during pre-bid meeting held on 11th June 2024.

Sl #	Clause Description	Clarification Sought/query	NIC Response
1	The Bidder should have sold Tape Library in one single order in any of the last 3 financial years (2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum turnover of Rs.50.00 crore in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.	Request NIC team to kindly amend the clause as: The Bidder should have sold Tape Library/ Backup in one single order in any of the last 3 financial years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum turnover of Rs.50.00 crore in each of the last five financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.	The said clause shall be read as: The Bidder should have sold Tape Library/Backup Device in one single order in any of the last 3 financial years (2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum turnover of Rs.50.00 crore in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
2	The Supplier/s shall undertake to indemnify NIC in respect of all claims arising out of violation of any Patents or Copyrights, for all Systems Software supplied by the Supplier. The Supplier/s shall indemnify NIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Tape Library and services, software package or any other part thereof in India.	Requesting to replace with non-infringing product/services. IP Indemnity is not acceptable.	No Change in RFP
3	The agreement can be terminated by giving written notice to the Supplier/s, without compensation to the Supplier/s, if: (a) The Supplier/s becomes bankrupt or is otherwise declared insolvent; (b) The Supplier/s being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.	Please make the grounds of termination mutual, Supplier shall additionally terminate for any breach of the terms or payment default.	No Change in RFP

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4	<p>1.33 Limitation of Liability:</p> <p>1. Neither parties shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, including, without limitation, loss of use, data, revenue, profits, business interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages.</p> <p>2. The liability should be limited to a maximum limit of total contract value.</p>	Suppliers overall liability shall be limited to 12 months Fees.	No Change in RFP
5	GTC, ATC, SLA-The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.	Please clarify which document will be signed between the parties upon award of the bid. SLA or the GT&Cs/ATC	Contract will be signed as per RFP terms and conditions with L1 Bidder
6	Extension of Delivery Period and Liquidated Damages	iv. Force Majeure Conditions - We propose extension of the force majeure condition period from 10 days to 60 days before terminating the contract by either parties	No Change in RFP
7	Limitation of Liability	We propose the following clause to replace the current clause "NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "	No Change in RFP
8	Termination for Default	Customer may terminate only in case of material breach by the Bidder and in case Bidder fails to rectify the breach within 60 days of written notice from the Customer.	No Change in RFP

9	Indemnification	we propose the following clause to replace the current clause"Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. Buyer shall also indemnify, defend and hold Seller harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its End Users' use of the Services; and/or (ii) claims arising from Customer's breach of warranties."	No Change in RFP
10	Website Terms and Policies Updation: Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time	Any future updates to the policy shall not once the bid is awarded upom existing terms	No Change in RFP
11	Third Party Vendor who will do carriage of tape (back-up) to and from DC/DR to and from secured facilities of Third-Party Vendor needs to submit self declaration for Data Privacy and MAF to bidders.	Need self delaration format as desired by NIC for both Data Privacy and MAF	For MAF-Please refer to the RFP and Self Declaration will be in letter head of said vendor mentioning the data privacy points which needs to be signed by person having power of attorney for said RFP.
12	Bidder needs to submit MAF and entire details of third-party vendor including scope of work and documentary proof pertaining to the security aspects of data and authorization certificate from entitled body to do this kind of jobs in Pre-qualification stage.	Details of documentary proof needed against security aspects of data and authorization certificate from which entitled body to do this kind of jobs in	ISO 27001 Certification will suffice
13	The successful vendor will configure, install, de-install, re-install, re-configure (in case NIC need any configure change) at no extra cost during the entire contract period.	Please clarify if taking backup and tanding over the tape with barquode/QR quode to vendor for offsite shipment to be done by NIC / its existing FMS partner and is not under the scope of bidder.	No Change in RFP
14	The successful vendor need to specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards / ports, UPS, environmental conditions, illumination etc	Please clarify that space to install the RACK, power, cooling will be provided by NIC in existing NIC's DC and DR.	Yes,Same will be provided by NIC, however RACK and other items mentioned in RFP to be provided by bidder.Size of Rack will be of standard size

15	Turnover	<p>Should have a minimum average turnover of Rs.50.00 crore in the last 3 years” OR Consider the group turnover to meet the turnover criteria., We would like to state that, our group company M/s Chennai Radha Engineering Works Pvt Ltd is having annual turnover of more than Rs. 700 Crores in each of the last three financial years.Further M/s Interlace India Private Limited and M/s Chennai Radha are For Also both Company affairs are come under the same management.CMD Mr. S.VENKATESAN AND HIS FAMILY MEMBERS. your kind update both the companies are being managed and run by ourhaving registered office at No. 40, Sapthagiri Colony, Jafferkhanpet, Chennai – 600083Engineering Works Pvt Ltd</p>	Minimum average turnover cannot be considered however, group turn over may be considered subject to submission of relevant documentary proof.
16	<p>The Bidder should have sold Tape Library in one single order in any of the last 3 financial years (2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum turnover of Rs.50.00 crore in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.</p>	<p>The Bidder should have Supplied Tape Library/ Backup solutions.</p>	<p>The said clause shall be read as: The Bidder should have sold Tape Library/Backup Device in one single order in any of the last 3 financial years (2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum turnover of Rs.50.00 crore in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.</p>