

National e-Governance Services Limited
Clarifications/ Corrigendum, dated 9th September, 2019

RFP. No: NESL/IU /2019/001 Date: 7th Aug, 2019

Sr. No .	Section	RFP Clause	Query / Suggestion s from prospective bidders	Bidder Concern / Query	Clarification by NESL	Corrigendum:
3	10 Penalties	10.3 Any loss incurred by NESL due to penalties or other charges imposed by regulatory authorities, such as, IBBI , UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, for the reasons attributed to supplier, the same will be recovered in to-to from the amounts payable to the supplier. However, such recoveries, if any, will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i. e. the	Bidder would be liable for SLAs , Penalties relate to regulatory authorities cannot be applied	Bidder cannot be made liable for penalties related to regulatory authorities, since all the programs/applications developed by us will be tested by your teams for all functional/regulatory compliances , before rolling into production – hence this point is irrelevant/unfair	No change in tender terms.	

		total estimated charges quoted by the bidder for Phase 1.				
6	Limitation of Liability	Limitation of Liability	<p>Penalties for breach of SLAs is already mentioned in RFP hence we request NESL to exclude indirect liabilities from LOL clause. Would suggest to add following to LOL Clause "Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of</p>	<p>BIDDER policy mandates the exclusion of indirect/consequential damages in any contract and hence we request you to kindly add the suggested clause, else BIDDER will not be able to participate in this bid</p>		<p>This para is amended as given below:</p> <p>The liability of the supplier arising out of breach of any terms/conditions of the RFP / contract/work order and addendums/amendments thereto, misconduct, willful default will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1. However, liability of the supplier in case of death/injury/damage caused to the personnel/property of NESL, due to/arising out of/incidental to any act/omission/default/deficiency of supplier,</p>

			law, even if such party has been advised of the possibility of such damages"			will be at actuals. Also, liability of supplier pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising due to breach, violation of any Law, Rule of Government of India, by supplier or their employee, in connection with Contract/order shall be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1, provided the reasons for said claims/ demands are attributed to the supplier.
7	Indemnity	The supplier shall save, indemnify and hold harmless NESL from any	As you would appreciate, Bidder would be	Request clarity on this – since we are unable to determine the correlation	If any of the employees of supplier claims employment	

		<p>third party Govt. Claims, losses, penalties, if any, arising in connection with this Contract.</p>	<p>supplying support as per NESL's requirement, to ensure that the bidder meets these commitments, the NESL has listed LD's and penalties for any breach of the same. However it must be clearly understood that the bidder is not responsible for the business outcome, since the same is defined by the NESL. Under these circumstances, it is not felt appropriate to expect bidder to indemnify the NESL against losses and make good the same, which</p>	<p>on the Govt claims w.r.t our employees. In our view, these are typically the claims that the third party will impose on NeSL – as a part of your contractual/regulatory obligation with them – for which bidder is not liable.</p>	<p>with NESL or claims compensation, allowances, benefits from NESL, same will be the responsibility of supplier and shall indemnify NESL from such claims</p>	
--	--	---	---	---	--	--

			could be considered in the event of a business partnership wherein the risks and rewards are equally shared between the parties. It is with this intent that we wanted the NESL to remove this clause			
20	II	The bidder must have developed at least three projects on open source platform, versatile in developing API, microservices with focus on data security, in last 5 years. The relevant documents in support of this requirement should be submitted along with the technical proposal listed at para 5, Envelope 3. Section - I	In work order/contract document/RFP, development of API, microservices with focus on data security are not mentioned specifically, they are part of design document which is most of the time are classified as confidential and not shared. Can	Our clients have signed NDA with us, so we cannot share copy of order as we have to comply to our customer obligations. We would request you to allow us to share supporting case-studies.	This is acceptable.	

			we submit a self-certificate for this?			
4	In Eligibility Criteria	Point 4 : “ The bidder should be a profit making company (profit after tax) in at least three of the last five financial years.”			5 financial years includes up to FY 18-19 for this eligibility criteria	
No further queries will be entertained for this RFP.						