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INDIAN COUNCIL OF MEDICAL RESEARCH | NATIONAL INSTITUTE OF EPIDEMIOLOGY

**ICMR - NATIONAL INSTITUTE OF EPIDEMIOLOGY**  
**(AN AUTONOMOUS INSTITUTE UNDER GOVT. OF INDIA**  
**MINISTRY OF HEALTH & FAMILY WELFARE)**  
**T.N.H.B., AYAPAKKAM, (AMBATTUR),**  
**CHENNAI – 600 077**  
**PHONE: 044 – 26136213 & 044 – 26136264**

**CORRIGENDUM**

GeM Bid No : GEM/2021/B/1210523 dated 07.05.2021

Item Category: Custom Bid for Services – Hiring of cloud webservice

Subject : Clarifications issued by NIE.

In continuation of the Pre-Bid meeting held on 13.05.2021 the following clarifications are brought to the notice of the bidders:

S. No	Reference Pg. No.	Reference Clause	Queries raised by Bidders	NIE Clarifications
1	Instruction to Bidders	5	Duration of contract: 2 Years	Initially will be awarded for a period of one year and renewed after completion of one year.
2	Scope of Work	RDS	Please provide clarity on whether RDS is Oracle or Postgres	We will be using Postgresql RDS instances. “Oracle Standard Database as a Managed Service” is not required.
3	Scope of Work	Autoscaling	For Autoscaling, read replicas with aurora approach is suggested.	We will continue to use Postgresql RDS for both the Primary and Replica databases.

S. No	Reference Pg. No.	Reference Clause	Queries raised by Bidders	NIE Clarifications
4	Scope of Work	Firewall	Please provide details/type which firewall (OEM if any) is required or at least the use case for the firewall.	We do not require an application level firewall, we only require AWS Network Firewall features such as VPCs and Security Groups.
5	Scope of Work	Load Balancer	CLB for load balancer is mentioned in scope but in this case ALB is better supported and recommended.	We will not change our load balancer type at this time, we require a CLB for this scope of work.
6	Scope of Work	Autoscaling	Auto-Scalability feature that they asked may depend on the fact if it is supported by their app (if the app is stateless).	The web application backend is stateless and supports auto scalability.
7	Scope of Work	Block Storage	For block storage quantity is mentioned as 800, but storage is mentioned as 800GB with IOPS of 300.	Block Storage: 800GB Quantity: 1 IOPS: 1000
8	Scope of Work	5	For 99.99% uptime, the VM should Run in HA mode, kindly confirm is HA is required in this solution. Otherwise in case of single VM deployment 99.9% uptime is ensured from CSP end	99.9% uptime is acceptable, we will not be running in High Availability mode.

S. No	Reference Pg. No.	Reference Clause	Queries raised by Bidders	NIE Clarifications
9	Penalties	18	Penalties shall not exceed 100% of the monthly bill. If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach.	<p><u>Calculation of penalties:</u></p> <p>a) The payment should be linked to the compliance with the SLA metrics</p> <p>b) The penalty in percentage of the Quarterly Payment is indicated against each SLA parameter</p> <p>c) The Service provider will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-</p> <ol style="list-style-type: none"> <li>1. The non-compliance to the SLA other than for reasons beyond the control of the Service Provider. Any such delays will be notified in writing to the department and will not be treated as breach of SLA from the Service provider's point of view</li> <li>2. There is a force majeure event effecting the SLA which is beyond the control of the Service Provider.</li> </ol> <p>d) The maximum penalty at any point of time on an additive basis in any quarter shall not exceed 50% of quarterly payments, it will result in a material breach. In case of a material breach, the operator will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the Department.</p>

S. No	Reference Pg. No.	Reference Clause	Queries raised by Bidders	NIE Clarifications
10	Penalties	4	The data secrecy and non-disclosure of data will be the sole responsibility of the bidder. Bidder shall sign a non-disclosure agreement with the ICMR.	Draft NDA is attached as Annexure - I
11	Penalties	NA	Adding a new clause for Limitation of Liability of Bidder. Which should read as:  Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order."	Please refer clarification No. 9
12	3 of 4 in GeM bid document	6	ISO 27001: 2018 for Information Technology Services.	This particular clause is Additional and Not Essential only PQC are the essential Criteria for Eligibility of a bidder

  
ADMINISTRATIVE OFFICER

*me*  
20/5/21

#### Appendix IV: Draft Non-disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made effective from this [day] of [month year] between <<>> having its registered office at <<>> and Ministry of Electronics and Information Technology (MeitY), having office at Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi - 110003.

(MeitY and \_\_\_\_\_ <<>> shall be individually referred to hereinafter as a "Party" and collectively as the "Parties")

**WHEREAS**, MeitY has engaged <<>> for rendering consultancy services at MeitY, Electronics Niketan, 6, CGO Complex, Lodhi Road, NewDelhi – 110003 during the period commencing from <ddmmy> to signing of final Agreements between Government of India and respective Consortia.

**WHEREAS**, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. The discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient's end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party's Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential ("Confidential Information").
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:

- a. is independently developed by the Recipient ; or

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- b. is rightfully received free of restriction from another source having the right to so furnish such information; or
- c. has become generally available to the public; or
- d. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
- e. the Non-Disclosing Party agrees in writing to be free of such restrictions; or
- f. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to <<>> subcontractors and to each other's employees on a need-to-know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The validity of this Agreement shall be from the date of its execution by both Parties i.e. [dd.mm.yyyy]. Both the parties shall jointly review this Agreement after signing of applicable final agreements and shall extend as mutually agreed upon by both the parties.

9. The authorised representatives from \_\_\_\_\_ <<>> side shall be –  
a. Shri <<>>

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives.

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12. The Parties agree that the laws of India, other than its conflict of law's provisions, shall apply in any dispute arising out of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of  
**Ministry of Electronics and IT**

For and on behalf of  
**<<firm name>>**

Signature:  
Name:  
Title:  
Place: Delhi

Signature:  
Name:  
Title:  
Place: Delhi

**Witness:**

Signature:  
Name:  
Title: