

Date: 03.06.2020

Corrigendum-1

This is with reference to NPCI's RFP # NPCI/RFP/2020-21/IT/8 dated 26.05.2020 for RFP for procurement of Laptops & empanelment of vendors for the period of 2 years. The prospective bidders may please note the following:

Table A:

Sr. No.	Document Reference	Description	Existing RFP Clause	Amended clause vide this note
1	Section 8 - Terms and Conditions Page no.23	8.20 Indemnity	<p>The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty, etc.</p> <p>Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.</p>	<p>The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty, etc</p> <p>The liability of the bidder under indemnity shall exclude any indirect, consequential and incidental damages. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.</p>

2	Section 4 Page no.11	Eligibility Criteria sr.no.2 <u>Other than MSME</u>	<p>The bidder should have reported minimum annual turnover of Rs. 20 Crores as per audited financial statements in each of the last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019) and should have reported 5% profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019).</p> <p>In case audited financial statements for 2018-2019 are not ready, then management certified financial statement shall be considered for 2018-2019; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>The bidder should have reported minimum annual turnover of Rs. 20 Crores as per audited financial statements in each of the last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019) and should have reported profits (profit after tax) as per audited financial statements in last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019).</p> <p>In case audited financial statements for 2018-2019 are not ready, then management certified financial statement shall be considered for 2018-2019; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>
3	Annexure N	Commercial Bid	<p>Table A: Laptop Cost Table B: Installation cost for Laptop Table D: Optional Item for Rate Contract for the period of 2 years. TCO=Table A+ Table B + Table C + Table D AMC charges should not be less than 5% of the hardware cost.</p>	<p>Table A: Laptop Cost Table B: Installation cost for Laptop Table C: Optional Item for Rate Contract for the period of 2 years. TCO=Table A+ Table B + Table C NPCI would like to avail the AMC support from the selected bidders after the expiry of warranty of 3 years, in such case the AMC should be 5% on the cost of laptop.</p>

4	Annexure H,	Eligibility Criteria Compliance, Sr.No.2	<p>The bidder should have reported minimum annual turnover of Rs. 20 Crores as per audited financial statements in each of the last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019) and should have reported 5% profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019).</p> <p>In case audited financial statements for 2018-2019 are not ready, then management certified financial statement shall be considered for 2018-2019; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>The bidder should have reported minimum annual turnover of Rs. 20 Crores as per audited financial statements in each of the last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019) and should have reported profits (profit after tax) as per audited financial statements in three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019).</p> <p>In case audited financial statements for 2018-2019 are not ready, then management certified financial statement shall be considered for 2018-2019; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>
5	Additional Clause	Eligibility Criteria sr.no.6 <u>MSME & Other than MSME</u>	Nil	OEM may authorize two bidders for each location to quote to this RFP. In the event of OEM bidding directly, the OEM cannot be authorised any other bidder.
6	Additional Clause	Eligibility Criteria sr.no.7 <u>MSME & Other than MSME</u>	Nil	Bidder shall not be associated with NPCI in any assignment related to Device Audit/Security Audit/Monitoring of device

7	Additional Clause	Annexure H, Eligibility Criteria Compliance, Sr.No.6	Nil	OEM may authorize two bidders for each location to quote to this RFP. In the event of OEM bidding directly, the OEM cannot be authorised any other bidder.
8	Additional Clause	Annexure H, Eligibility Criteria Compliance, Sr.No.7	Nil	Bidder shall not be associated with NPCI in any assignment related to Device Audit/Security Audit/Monitoring of device
9	Section 1 Page no.8	Bid Schedule and Address Sr. No.7	Last date and time for Bid Submission 05.06.2020, 5.00pm	Last date and time for Bid Submission 08.06.2020, 5.00pm
10	Section 1 Page no.8	Bid Schedule and Address Sr. No.9	Date and Time of Eligibility & Technical bid Opening 05.06.2020, 5.30PM Please Note, if the existing lockdown conditions continues NPCI will inform the Bidders on the process to be followed from time to time.	Date and Time of Eligibility & Technical bid Opening 08.06.2020, 5.30PM Please Note, if the existing lockdown conditions continues NPCI will inform the Bidders on the process to be followed from time to time.

All other terms and conditions of aforesaid RFP remain unchanged.

**MD & CHIEF EXECUTIVE OFFICER
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