

**PRE BID QUERIES FOR NPCI:RFP:2011-12/0018 RFP for Supply and Installation of Software**

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)
1	Section 1	9	Bid Schedule & Address	Last date and time for Bid Submission	Kindly Extend the date of submission by 7 days.	No change in RFP
2	Section 8	25	8.5-Penalty for default in delivery	If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, a penalty @ 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.	Kindly make the penalty @ 0.2% maximum to 2%	No change in RFP
3	Section 3	12	3.3 Software requirements	Teleric Controls (premium collection) with software subscription for 3 years	Kindly provide more details for teleric controls, the application and the use	To be deleted from the RFP and corrigendum-1 will upload on NPCI Website
4	Section 4	13	4.2-Eligibility Criteria	The Bidder should provide 2 references of clients who have procured software from the Bidder	We would request NPCI to consider 2 references of clients who have procured any 1 of the required software from the bidder.	No change in RFP
5	Section 9	31	Technical specifications: S1- MS SQL Server Std Lic	MS SQL Server 2008 std. Licenses Processor based with SAA for three years under Microsoft Select Agreement	Please confirm whether MS Select agreement or Select Plus agreement.	Microsoft Select Agreement
6	Section 9	31	Technical specifications - Optional Software: S4- Microsoft Visual Studio	Microsoft Visual Studio with software assurance for 3 years under Microsoft Select Agreement	Which version of Visual studio is required. MS Visual Studio Premium or Visual Studio Professional.	MS Visual Studio Premium 2010

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7	Section 8	25	8.9-Payment Terms	90% of the cost of software shall be paid after installation of software balance 10% shall be released after 3 months of the software installation.	Will the entire PO value, be paid 1/3rd every year till 3rd year OR the entire PO value be paid in the first year itself.	No change in RFP
8	Section 5	16	5.10-Period of Validity of Bids	Remain valid for a period of 180 days after date of bid opening	We would request NPCI to have price validity till 31st March 2012.	No change in RFP
9	Section 8	24	8.3-Taxes & Duties	Benefits realized by supplier due to lower rate of taxes, duties charges & levies to be passed to NPCI	Benefits due to lower rate of tax/duties/charges at time of Invoicing will be passed to NPCI and any increase in above will be to NPCI account. Also, budget is round the corner.	No change in RFP
10	Section 8	25	8.5-Penalty for default in delivery	Penalty @ 0.5% of the total order value of PO for each weeks delay to a maximum of 5% of the total value of PO shall be recovered for delayed deliveries	We would request NPCI for following "Propose for 0.5% of the total order value of PO for each week delay to a maximum of 5% of total value of PO on <u>undelivered portion of PO</u> "	No change in RFP
11	Section-8	25	8.10-Price	Price shall remain fixed for 1 year from date of Notification of award & there shall be no increase in price for any reason whatsoever & no request for any escalation of cost/price shall be entertained	We would request NPCI to consider Price Validity for 90 days & not beyond as market is dynamic & there will be changes or any market reaction on prices	No change in RFP
12	Section-8	25	8.9-Payment Terms	90% of cost of software shall be paid after installation of software & balance 10% shall be released after 3 months of software installation	Request for 100% on delivery of software	No change in RFP

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13	Section-8	26	8.12 Indemnity	As per RFP	Wipro shall defend, indemnify and hold customer harmless from any third party claims of (i) property damage/injury or death; (ii) non-compliance of laws; (iii) intellectual property infringement, (iv) confidentiality breach, to the extent it is demonstrated that such claim/loss is directly/proximately attributable to the willful and negligent acts/omissions of Wipro, under this Agreement.	No change in RFP
14	Section 8	27	8.13 and 8.14- Bidders Liability & Liquidated Damages	As per RFP	We would request NPCI to delete this clause.	No change in RFP

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15			Limitation of Liability	ClauseTo be added	Notwithstanding anything contained herein, neither party shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this agreement & the aggregate liability of Wipro under this agreement shall not exceed the total value of this contract.	No change in RFP
16			SNR	ClauseTo be added	Wipro assumes that the sites shall be kept ready for installations and acceptance well before deliveries. However, in case the installation/ acceptance gets delayed beyond 15 days of delivery, due to sites not ready or any other reason attributable to the customer, the equipment shall be deemed to have been installed and commissioned for the purpose of payment, warranty, title transfer or any other related clause	No change in RFP

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17			Pass Through Wa	ClauseTo be added	Since Wipro is acting as a reseller of completed goods, Wipro shall “pass-through” any warranties and indemnities received from the manufacturer or licensor of such goods and, to the extent, granted by such manufacturer or licensor, Customer shall be the beneficiary of such manufacturer’s or licensor’s warranties and indemnities with respect to the Products. Further, it is clarified that Vendor shall not provide any additional warranties and indemnities with respect to the Products.”	No changed in RFP
18			Termination	ClauseTo be added	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party’s reasonable satisfaction within thirty (30) days.In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.	No changed in RFP

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19			Deemed Accepta	ClauseTo be added	Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).	No change in RFP
20			Transfer of Title of ownership/ Risk	ClauseTo be added	We assumes that the title of ownership of the goods supplied under this contract is passed on NPCI on delivery of the material.	No change in RFP