



भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

PRE BID QUERIES FOR NPCI:RFP:2012-13/0002 DATED 19th April 2012 RFP FOR SUPPLY & INSTALLATION OF NETWORK CARDS

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)	NPCI Comments
1	Section-8:Terms & Conditions	21	8.4	Terms of Delivery	The Goods shall be delivered within 6 weeks of receipt of the Purchase Order.	We would request NPCI for delivery of material within 8 weeks from the date of the receipt of the Purchase order	No change in RFP
2	Section-8:Terms & Conditions	21	8.5	Penalty for default in delivery:	<p>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, NPCI shall impose a penalty @ the rate of 0.5% each week's delay to a maximum of 5% of the total undelivered value of the Goods shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.</p>	<p>1. We would request NPCI to modify this as "LD/ penalty for delay shall be levied at 0.5% per week for the late delivery/ undelivered portion of the equipment with a maximum of 2.5% of the late delivery / undelivered portion of the equipment value.</p> <p>2. Notwithstanding anything contained in this tender the maximum LD/ Penalty should be capped @ 2.5 % cost of the undelivered/delayed delivered portion of the material.</p>	No change in RFP

3	Section-8:Terms & Conditions	22	8.9	Acceptance Test	As Per Draft	Notwithstanding the Acceptance test, the risk, title and ownership of the products shall be transferred to NPCI upon delivery of such products to the customer.	No change in RFP
3	Section-8:Terms & Conditions	22	8.12	Liability	The selected Bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any hardware as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor	Request to limit the Indemnity to third party claims caused due to gross negligence. All indirect and consequential damages under this Agreement are excluded. Except for the warranties and representations expressly stated herein, Vendor hereby excludes all implied and statutory warranties	No change in RFP
4	Section-8:Terms & Conditions	22	8.14	Indemnity	As Per Draft	Bidder shall only indemnify for Third Party claims for 1) breach of confidentiality 2) breach of law and 3) third party losses arising from Bidder's act of gross negligence and wilful misconduct. Otherwise, the clause is very broad and not acceptable to us.	No change in RFP

5	Section-8:Terms & Conditions	25	8.18	Termination of Purchase Order - For Convenience	<p>NPCI by written notice sent to the Bidder may terminate the Purchase Order in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which performance of the bidder under the Purchase Order is terminated and the date upon which such termination become effective</p>	<p>The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) To have any portion completed and delivered at the Contract terms and prices ; or</p> <p>(b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.</p> <p>Further, termination for convenience shall be with 60 days notice only.</p>	No change in RFP
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6	Section-8:Terms & Conditions	25	8.18	Liquidated Damages	As Per Draft	<p>1. We would request the customer to modify this as "LD/ penalty for delay shall be levied at 0.5% per week for the late delivery/ undelivered portion of the equipment with a maximum of 2.5% of the late delivery / undelivered portion of the equipment value.</p> <p>2. Notwithstanding anything contained in this tender the maximum LD/ Penalty should be capped @ 2.5 % cost of the undelivered/delayed delivered portion of the material.</p>	No change in RFP
7	Section-8:Terms & Conditions	26	8.20 C	Order cancellation	<p>In case of order cancellation, any payments made by NPCI to the Bidder would necessarily have to be returned to NPCI with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.</p>	<p>In the event of termination Customer shall pay bidder for goods delivered and services rendered till the date of termination.</p> <p>The maximum aggregate liability of the Vendor shall not exceed the PO value.</p>	No change in RFP

8	Section-11:Annexure-T:Technical Specifications Compliance	41	11	Technical Specification	Annexure T Technical Specifications Compliance	<ul style="list-style-type: none"> • Since NPCI has specified part number & quantity; o it is assumed that there are free slots available to install this o no confirmation on IOS if needs to be upgraded for the application to work which NPCI is rolling out 	slots are available and ios upgradation if required will be communicated at the time of installation of the cards
9	Section-11:Annexure-T:Technical Specifications Compliance	41	11	Technical Specification	Annexure T Technical Specifications Compliance	<ul style="list-style-type: none"> • Switch & firewall configuration expectation is not clearly defined in the RFP. Please clarify further. 	Switch and firewall configuration is to be done as per NPCI requirements