



भारतीय राष्ट्रीय भुगतान निगम  
NATIONAL PAYMENTS CORPORATION OF INDIA

PRE BID REPLIES FOR NPCI:RFP/2013-14/0024 DATED 18.10.2013- Upgrade of thales HSM for PIN Block Translation

S.No	Document Reference	Page No	Clause No	Description in RFQ	Clarification sought	Additional Remarks (if any)	Reply from NPCI
1	Bid validity	15	5.1	Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time.	Bidder will quote with a bid validity of 30 days from the date of submission of the BID.		No change in RFP
2	Taxes & Duties	24	8.6	Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI	The Price offered here is exclusive of taxes , all taxes & duties will be be charged extra as per the current rate of taxation in force.Any increase in taxes and duties will be passed on to customer. Any change in statutory taxes, duties and levies shall be borne by the customer on sufficient documentary proof is submitted by the Bidder.		No change in RFP

3	Terms of delivery	24	8.7	<p>The Equipment consisting of hardware and licenses, for NPCI Chennai and Mumbai shall be delivered within 6 weeks of acceptance of the purchase order. The installation and implementation of the solution should be carried out within 4 weeks from the delivery date.</p>	<p>Bidder Will deliver the material within 6-8 weeks from the date of the receipt of the Purchase order</p> <p>5 to 6 weeks time for installation from the date of delivery</p>		No change in RFP
4	Penalty for delay in delivery	24	8.8	<p>Non Delivery of above at NPCI Chennai and Mumbai locations at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.</p> <p>In case the delay exceeds 10 weeks the stipulated delivery period, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.</p> <p>c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.</p>	<p>Non Delivery of above at NPCI Chennai and Mumbai locations at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% of undelivered value of goods.</p> <p>In case the delay exceeds 10 weeks the stipulated delivery period, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.</p> <p>c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from <del>from any</del> amount payable under this agreement to the supplier.</p>	Cross contract set-off is not acceptable to Bidder.	No change in RFP

5	Repeat orders	25	8.11	As per draft	<p>1.It should be restricted to +/-10% maximum of the quantity quoted as per RFP.</p> <p>2. Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.</p> <p>3. Need to have B2B with OEM.</p>		No change in RFP
6	Payment terms	25	8.12	<p>50 % of the hardware cost will be paid on delivery of hardware, 20 % of the hardware cost will be paid after installation of HSMs, 20 % of the hardware cost will be paid after successful migration and Go Live, 10% of the hardware cost will be paid after 3 months of successful migration and Go Live.</p>	<p>Bidders standard term is 90% on Delivery, 10% on Installtion.</p>		No change in RFP
7	Penalty	27	8.15	<p>For any violation in meeting the above SLA requirements leading to critical incident (severity P1) or serious incident (severity P2), NPCI shall impose a penalty of INR 10,000/- (Indian Rupees Ten Thousand only) for each 1 hour delay up to 4 hours, beyond 4 hours penalty would be INR 20,000 for each 1 hour delay subject to maximum of 5% of Contract value.</p>			No change in RFP

8	Indemnity	28	8.2 a & c	Intellectual Property Rights in all Standard software and all off-the-shelf software shall remain vested in the owner of such rights. bonafide use of the deliverables and or services provided by the bidder,	Not acceptable to Bidder		No change in RFP
9	Bidders Liability	30	8.21	As per draft	OK		
10	Termination for Convenience	30	8.22.1	NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective	<p>In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination.</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 &amp; conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.</p>		No change in RFP

11	Termination for default	30	8.22.3	NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year) to maintain the service level prescribed by NPCI.	In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination.		No change in RFP
12	SNR			Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	To be included	No change in RFP
13	Pass Through Warrantly			Clause not present in RFP	Since Bidder is acting as a reseller of completed products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	To be included	No change in RFP

14	ERV			Clause not present in RFP	<p>“It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ (“Base Exchange Rate”). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate.”</p>	To be included	No change in RFP
15	Risk and Title			Clause not present in RFP	<p>The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer</p>	To be included	No change in RFP
16	Non Hire Clause			Clause not present in RFP	<p>Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Bidders business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Bidder employee, or induce any such individual to leave the employ of Bidder. For purposes of this clause, Bidder employee means any employee or person who has who has been involved in providing services under this Agreement.</p>	To be included	No change in RFP

17	delivery schedule				delivery schedule of the equipment is from 7-8 weeks, instead of 6 weeks.		No change in RFP
18	8.12 Payment Terms	25	8.12.1	a) 50 % of the hardware cost will be paid on delivery of hardware	We need some changes in payment terms	You are requested to make this 70 % on delivery of hardware	No change in RFP
19	8.12 Payment Terms	25	8.12.1	b) 20% the hardware cost will be paid after installation of HSMS	We need some changes in payment terms	Kindly make this 20% after installation or within a weeks time from date of delivery or whichever is earlier	No change in RFP
20	8.12 Payment Terms	25	8.12.1	C) 10 % of the hardware cost will be paid after successful migration and Go Live	We need some changes in payment terms	Please add clause: or within a months time after delivery	No change in RFP
21	8.12 Payment Terms	25	8.12.1	d) 10% of the hardware cost will be paid after 3 months of successful migration and Go Live.		You are requested to remove the clause mentioned in RFP	No change in RFP

22	8.14 SLA Requirements	26	8.14	a) Minimum Uptime of 99.9 % on monthly basis	It would be difficult to provide the onsite support within 43 minutes time. Requesting you to clarify on this.	This clause contradict the response time and resolution time NPCI mentioned in the tender. You are requested to make this 99% of uptime.	This uptime requirement is for solution uptime which involves 4 HSM (2 in PR & 2 in DR)
23	8.14 SLA Requirements	26	8.14	P1 in Critical impact System Down - Unable to perform any business operation then response time from call logged time will be 30 minutes and response time will be 2 hrs	Some changes are required in this.	You are requested to make it 1 hours response time over telephonic support and then 6 hrs onsite support. The resolution time will be within 5 hours. And we need to discuss on this in order to minimum the resolution time.	Please refer to our reply on point 22 - SLA requirement regarding Solution uptime



24	8.14 SLA Requirements	26	8.14	<p>a) Monthly reports of all spares and devices replaced will have to be submitted to NPCI indicating - Date of Failure, Time of failure, Incident Type, Description, Replacement Status, Date of</p> <p>b)Replacement, Time of</p>	Some changes are required.	<p>Spares are not applicable in this case. We are requesting you to make the report submission on Qtrly basis.However during the case of any critical incident the report will be submitted within that month only.</p>	No change in RFP
25	8.14 SLA Requirements	26	8.14	<p>P1 in Critical impact System Down - Unable to perform any business operation then response time from call logged time will be 30 minutes and response time will be 2 hrs</p>	Some changes are required in this.	<p>You are requested to make it 1 hours response time over telephonic support and then 6 hrs onsite support. The resolution time will be within 5 hours.And we need to discuss on this in order to minimum the resolution time.</p>	<p>Please refer to our reply on point 22 - SLA requirement regarding Solution uptime</p>

26	8.14 SLA Requirements	26	8.14	P2 in serious impact Major disruption -Significant impact on business operations then response time from call logged time will be 1 hour and response time will be 4 hours	Some changes are required .	You are requested to make it 2 hrs response time over telephonic support and 8 hrs onsite support. The resolution time need to be 10 hours and we need to discuss on this.	Please refer to our reply on point 22 - SLA requirement regarding Solution uptime
27	8.15 Penalty	27	8.15	For any violation in meeting the above SLA requirements leading to critical incident (severity P1) or serious incident (severity P2), NPCI shall impose a penalty of INR 10,000/- (Indian Rupees Ten Thousand only) for each 1 hour delay up to 4 hours, beyond 4 hours penalty would be INR 20,000 for each 1 hour delay subject to maximum of 5% of Contract value.	Changes are required in this case	You are requested to impose a penalty only for the specific equipment during the tenure of that year. Also requesting you for reduction penalty charges. The maximum penalty need to be 3% of the contract value of the specific equipment for that year during the tenure.	No change in RFP

28	8.18 Product Upgrades	27	8.18	During Warranty period if any, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software / firmware.	Some changes are required	However all optional licenses would be charged extra.	This is applicable to Licenses procured
29	Annexure I Eligibility criteria compliance	49	Annexure I	The bidder should have minimum annual turnover of Rs. 20 Crores during the last three financial years (2009-10, 2010-11, and 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years	In this clause the last three financial years will be 2010-11, 2011-12 and 2012-13 instead of 2009-10	In this clause the last three financial years will be 2010-11, 2011-12 and 2012-13 instead of 2009-10	No change in RFP
30	Annexure I Eligibility criteria compliance	49	Annexure I	The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2011-12 or Calendar year 2011 or the Bidder's financial year	There should be 2012-13 instead of 2011-12	There should be 2012-13 instead of 2011-12	No change in RFP