

PRE BID REPLIES FOR NPCI:RFP:2013-14/0008 dated 17.07.2013-RFP FOR Supply & Installation of Servers

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)	NPCI Comments
1	Scope of work	8	Section 3 (3.1)	Scope of work-Single point contact (Para2)	In case of any failure of Hard Disk during the warranty period then the Bidder shall replace such Hard Disk with new Hard Disk. NPCI will return the hard disc after physical damage of old Hard Disk during the warranty period.	Do you intend to return the Faulty HDD after physically Damaging it	Yes. The hard-disks would be degaussed before being taken out of NPCI Premises.
2	Technical Requirement	25	Section 9 (9.2) Sr. 3	Server Configuration	The Processor being asked in the attached Sever Tender is shortly going to be end of life. The asked processor was launched by Intel in February 2011. We recommend you to Kindly consider Intel Sandy bridge E5-2620 processor. This CPU was launched by Intel in March 2012 is currently the main offering. The price performance with E5 2620 is better as compared to E5649 CPU. We have attached the comparative CPU Benchmarks of Spec.org for your reference	Bidder requested consider the same.	There is no substantial evidence found mentioning E5660 is an end of support.However the vendor may quote either for the same processor or higher one as clearly mentioned in the RFP.
3	Technical Requirement	25	Section 9 (9.2) Sr. 3	Server Configuration	2 x Intel® Xeon® Processor E5-2640 Processor or higher (6 cores)	E5660 is EOSL now. E5-2640 in new generation Sandy bridge processor has better performance than previous generation.	There is no substantial evidence found mentioning E5660 is an end of support.However the vendor may quote either for the same processor or higher one as clearly mentioned in the RFP.
4	Technical Requirement	24	Section 9 (9.2) Sr. 12	Server Configuration	Pre-failure alert for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.	Vendor specific clause. Please allow to participate other OEM's.	The OEM should support the functionality of converting such critical alerts to SMTP Trap Messages.
5	Technical Requirement	27	Section 9 (9.2) Sr. 22	Server Configuration	RedHat Linux Version 9 with Samba Server (Windows Server 2012would be procured by NPCI – support for installation to be provided by the bidder).	Pls clarify on the Qty required.	Redhat Linux version 9 with Samba Server --Qty is one
6	Technical Requirement	25	Section 9 (9.2) Sr. 3	Server Configuration	processor to E5-2640(latest generation)		There is no substantial evidence found mentioning E5660 is an end of support.However the vendor may quote either for the same processor or higher one as clearly mentioned in the RFP.
7	Technical Requirement	27	Section 9 (9.2) Sr. 17	Server Configuration	Pre-failure alert(HP terminology)		The OEM should support the functionality of converting such critical alerts to SMTP Trap Messages
8	Bid prices	11	5.6	Prices quoted in the bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi. The VAT/Sales Tax/Service Tax should be shown separately in the final Price Schedule.	The Price offered here is exclusive of taxes , all taxes & duties will 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
9	Period of validity of bid	12	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
10	Terms of Delivery	19	8.5	The Goods shall be delivered within 6 weeks of receipt / acceptance of the Purchase Order.	bidder Will deliver the material within 6-8 weeks from the date of the receipt of the Purchase order 5 to 6 weeks time for installation from the date of delivery		No change in RFP
11	Penalty for delay	19	8.6	Non Delivery of above at NPCI - 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%	Non Delivery of above at NPCI - 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 3%		No change in RFP
12	Payment terms	20	8.8	20% on delivery, 20% on installation and balance 60% on expiry of warranty period or on submission of Bank Guarantee.	bidder's standard term is 90% on Delivery, 10% on Installation.		No change in RFP

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13	Indemnity	21	8.13	<p>The Bidders 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 directly or indirectly from (i) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by the Purchase Order,</p> <p>(ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,</p> <p>(iii) bonafide use of the deliverables and or services provided by the Bidder,</p> <p>(iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,</p> <p>(v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,</p> <p>(vi) breach of confidentiality obligations of the Bidder,</p> <p>(vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this contract</p>	<p>The Bidders 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 directly or indirectly from</p> <p>(i) a act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by the Purchase Order,</p> <p>(ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,</p> <p>(iii) bonafide use of the deliverables and or services provided by the Bidder,</p> <p>(iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,</p> <p>(v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,</p> <p>(vi) breach of confidentiality obligations of the Bidder,</p> <p>(vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this contract</p>		No change in RFP
14	Indemnity	21	8.13	<p>Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.</p> <p>The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ol style="list-style-type: none"> 1. Non-compliance of the Bidder with Laws / Governmental Requirements. 2. Intellectual Property infringement or misappropriation. 3. Negligence and misconduct of the Bidder, its employees, sub contractor and agents. 4. Breach of any terms of Agreement, Representation or Warranty. 5. Act of omission or commission in performance of service. 6. Loss of data. <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.</p>	<p>Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.</p> <p>The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ol style="list-style-type: none"> 1. Non-compliance of the Bidder with Laws / Governmental Requirements. 2. Intellectual Property infringement or misappropriation. 3. Gross Negligence and wilful misconduct of the Bidder, its employees, sub-contractor and agents. 4. Breach of any terms of Agreement, Representation or Warranty. 5. Act of omission or commission in performance of service. 6. Loss of data. <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.</p>		No change in RFP
15	Indemnity	21	8.13	<p>Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies</p>	<p>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.</p>		No change in RFP

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16	Bidder's Liability	21	08-Jan	<p>8.14.1 The selected Bidder will be liable for all the deliverables.</p> <p>8.14.2 The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/Purchase Order.</p> <p>8.14.3 The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>8.14.1 The selected Bidder will be liable for all the deliverables.</p> <p>8.14.2 The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/Purchase Order. All indirect and consequential damages are excluded.</p> <p>8.14.3 The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>		No change in RFP
17	LD	22	8.14	The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.	The maximum LD should be restricted to 5% of PO/Contract value.		No change in RFP
18	Order Cancellation	24	8.2	<p>NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;</p> <p>i. Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.</p> <p>iii.If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.</p>	<p>NPCI, upon notice of 30 days, reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;</p> <p>i. Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.</p> <p>iii.If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.</p> <p>In the event of termination Customer shall pay bidder for goods delivered and services rendered till the date of termination.</p>		No change in RFP
19	Offer Letter	33	Annx. B	Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/ data/ particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.	Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/ data/ particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to reject the bid. disqualify /blacklist us and forfeit bid security.		No change in RFP
20	Site Not Ready			Request you to add the clause in the 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.		No change in RFP
21	Risk and Title			Request you to add the clause in the RFP	The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer		No change in RFP

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22	Savings Clause			Request you to add the clause in the RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.		No change in RFP
23	Deemed Acceptance			Request you to add the clause in the RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.		No change in RFP