

PREBID QUERIES FOR RFP NPCI\13-14\0015 DATED 06.09.2013 FOR AMC FOR COMPUTER PERIPHEREALS

Serial no	Page #	Clause #	Description of Terms / Headings	Description in RFP	Clarification sought	Additional Comments (If Any)	NPCI REMARKS
1	9	3.1.12	Scope of Work	To provide patches / upgrades of IOS during the period of AMC, wherever applicable, without any extra cost to NPCI.	Out of scope		No change in terms of RFP
2	9	3.1.13	Scope of Work	To provide support for the Computer Peripherals in case they are shifted to other location	Out of scope		No change in terms of RFP
3	16	6.4.1	Bid Price	Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Taxes should be shown separately in the Price Schedule	Request to add further: In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Bidder or if any existing taxes or levies are changed thereafter the same shall be borne by the NPCI		No change in terms of RFP
4	20	9.3.2	Taxes and Duties	Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc	Request to add further: In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Bidder or if any existing taxes or levies are changed thereafter the same shall be borne by the NPCI		No change in terms of RFP
5	20	9.3.3	Taxes and Duties	The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to NPCI	Request to change the clause as: Any increase or decrease in rates of taxes, duties, charges and levies shall be passed on by the bidder to NPCI		No change in terms of RFP
6	20	9.4.1	Penalty for delay in services	Penalty of Rs. 500.00 per day shall be levied if the call is not resolved within 24 hrs. or 1 business day	The Penalty is to high and should be fixed at 100 Rs per day		No change in terms of RFP
7	20	9.5.1	Payment Terms:	Payment for AMC shall be made quarterly in arrears, within 30 days from the date of receipt of correct Invoice alongwith the supporting documents	Request to change the clause as: Payment for AMC shall be made monthly in arrears, within 30 days from the date of receipt of correct Invoice alongwith the supporting documents.		No change in terms of RFP
8	20	9.6	Price	There shall be no increase in price for any reason whatsoever	Addition : subject to changes in the rates of taxes, duties, charges and levies.		No change in terms of RFP
9	21	9.7	Confidentiality and Publicity	The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information	Request to change the clause as: The terms of this clause shall continue in full force and effect for a period of one (1) year from the date of disclosure of such Confidential Information		No change in terms of RFP

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10	22	9.9	Liability	Ref Doc The total liability of the selected bidder under the Agreement shall not exceed the total order value placed on the said vendor	Request deletion Request to change the clause as: The total liability of the selected bidder under the Agreement shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall not exceed total amount of fees paid to Wipro by Customer under a particular SOW during the preceding three (3) months from the event causing damage.		No change in terms of RFP
11	22	9.10	Termination of Contract for Convenience	NPCI by written notice sent to the bidder may terminate the Agreement 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 performance of the bidder under the Agreement is terminated and the date upon which such termination become	Request to change the clause as: Either Party by written notice sent to the other Party may terminate the Agreement 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 performance of the other Party under the Agreement is terminated and the date upon which such termination become effective.		No change in terms of RFP

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12	22	9.10	Termination of Contract for Non Performance	Ref Doc NPCI reserves its right to terminate the Agreement in the event the bidder repeatedly fails to maintain the service levels prescribed by NPCI in scope of work of this RFP.	by giving 30 days prior written notice to the Bidder Request to change the clause as: NPCI reserves its right to terminate the Agreement by giving 30 days prior written notice to the Bidder in the event the bidder repeatedly fails to maintain the service levels prescribed by NPCI in scope of work of this RFP:- Either Party shall have the right to terminate this Agreement at any time: With Cause – 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 by owner, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.		No change in terms of RFP
13	New Clause				Request to add: Bidder shall have the right to terminate this Agreement at any time in the event that the NPCI commits a material breach of the Agreement and fails to cure such default to the non-Bidder's reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the NPCI)		No change in terms of RFP
14	22	9.11	Liquidated Damages	The selected bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any software 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 change the clause as : The selected bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim		No change in terms of RFP

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15	38	ANNEXURE-2	NON-DISCLOSURE AGREEMENT	Ref Doc	Request Addition Article 2 defintion of CI - Any information if disclosed orally shall be reduced into writing within 10 days of disclosure.		No change in terms of RFP
16	New Clause	Non-Solicitation			During the term of this Agreement and for a period of one year thereafter NPCI shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the NPCI agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity		No change in terms of RFP
17	New Clause	Savings Clause			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 non-performance is caused by NPCI's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement		No change in terms of RFP
18	New Clause	Taxes			Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.		No change in terms of RFP
19	New Clause	Deemed Acceptance			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 terms of RFP

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20	New Clause	SNR			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 terms of RFP
21	New Clause	Publicity			Notwithstanding the above, Bidder may share Contract/engagement/ project details and relevant documentation to its customers/ prospective customers solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.		No change in terms of RFP
22	New Clause	Intellectual Protection			No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.		No change in terms of RFP
23	15	4.2.5		AMC For COMPUTER PERIPHERALS	We request you to please remove MAF clause. Since we are authorized partner of HP, we will only be able to Provide MAF for HP and not for other OEM.		As per the clarification to the Sr.No-24
24	15	4.2.5			Please introduce a minimum criteria that vendor should have partnership with 2 or more OEMs so that there is some quality in the kind of bids you receive.		Bidders should be authorized service partner of HP as the bulk of the hardware is HP make. Bidders may quote for maintenance of hardware of all brands.