

Prebid Response Against RFQ\2013-2014\0016 dated 06.09.2013 for AMC for Switching & Networking Equipments

Sr.No	Document reference	Page #	Clause #	Description in RFQ	Clarification sought	Additional Comments (If Any)	NPCI Remarks
1	Taxes and duties	20	9.3.3	The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to NPCI.	Replace with " Any increase or decrease of taxes during the tenure of the agreement would be borne by NPCI."	replace the clause	No Change in terms of RFQ
2	Penalty	20	9.4	refer doc	Insert the following clause " However, in no case the maximum penalty leviable under this contract would exceed 10% of the annual AMC charges when it is directly attributable to bidder."	Insert the clause	No Change in terms of RFQ
3	Indemnity	21	9.8	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,	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,	replace the clause	No Change in terms of RFQ
4	Indemnity	21	9.8.1	refer doc	The bidder hereby indemnifies, protects and saves NPCI (including its employees, directors or representatives) and holds NPCI harmless from and against all third party claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from 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, 2. breach of confidentiality obligations of the bidder, 3. Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under the Agreement. However NPCI notifies the bidder in writing immediately on being aware of such claim, and the bidder has sole control of defence and all related settlement negotiations. 8. Loss of Data. 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. The 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 the Information Technology Act, 2000 in respect of all the hardware, software		No Change in terms of RFQ

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5	Liability	22	9.9	The total liability of the selected bidder under the Agreement shall not exceed the total order value placed on the said vendor.	Replace with "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 and the aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of such claim"	replace the clause	No Change in terms of RFP
6	Termination of Contract	22	9.1	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.	NPCI reserves its right to terminate the Agreement upon providing notice of 30 days in the event the bidder commits a material breach of its obligations under this Agreement. For the purpose of this Section material breach shall mean a breach which by itself or a series of persistent breaches which if taken together have, a material adverse effect on the business of the NPCI including continuous failures of critically agreed SLA's affecting services to the NPCI and where such breaches becomes incurable over a considerable period of time. The bidder must be provided an opportunity to cure the defect withing the notice period, NPCI may proceed to terminate the agreement only on failure by Bidder to remedy the defect within the cure/notice period	replace the clause	No Change in terms of RFQ
7	Liquidated Damges	22	9. 11	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.	The selected bidder shall liable for malfunctioning of the equipment or any software as supplied and installed by them,if such equipment or software doesnt meet the prescribed service levels or specifications set forth in the agreement. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.		No Change in terms of RFQ
8	Force Majeure	23	9. 12	Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty 20 days either party shall be entitled to terminate the Agreement at any time thereafter without notice	Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than 90 days either party shall be entitled to terminate the Agreement at any time thereafter without notice		No Change in terms of RFQ
9	Scope of Work	9	3.1.1 & 3.1.4	Service window & Call registration 9AM to 6PM (Monday to Saturday) Resolution: Next Business Day	Call logging facility to be provided on a 9x6 window, where as resolution to be provided is on a Next Business Day basis, and Business day means Monday to Friday, i.e. 8x5 resolution support and 9x6 call registration window.		No Change in terms of RFP
10	Objective of this RFQ	8	2.2	Support period required is 3 years	What is the start date for the support required?		Please refer section 5-5.1
11					Is it mandatory for the assets to be backlined with the respective OEMs or is it okay if we quote with bidder Support		Back to back OEM support preferred.
12	Annexure-T 5	25	10	TAPE DRIVE-LTO 4 Ext Tape drive 78R5501	Please confirm make of this device	NA	TAPE DRIVE-LTO 4 Ext Tape drive SWI00029 IBM TS3100 Tape Library 78R5501

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13	Termination for default by NPCI			Bidder shall have the right to terminate this Agreement forthwith in the event of a material breach by the NPCI including but not limited to payment not being in accordance with the Agreement and the same remaining uncured after 30 days of getting a written intimation of the breach from Bidder.		Add Clause	No Change in terms of RFQ
14	Pass through Warranties			Since Bidder is acting as a reseller of third 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 NPCI 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.		Add Clause	No Change in terms of RFQ
15	IPR			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 NPCI.		Add Clause	No Change in terms of RFQ
16	Non-Hire			NPCI agrees that for the term of this Agreement and for a period of one (1) year thereafter, NPCI will not directly or indirectly, recruit, solicit, discuss employment with, hire, employ or engage any Bidder personnel assigned to NPCI currently or within the previous one (1) year, or induce any such individual to leave the employ of Bidder.		Add Clause	No Change in terms of RFQ
17	Change Order			Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.		Add Clause	No Change in terms of RFQ
18	Savings			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		Add Clause	No Change in terms of RFQ

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19	SNR			NPCI hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. NPCI agrees that Bidder shall not be in any manner be liable for any delay arising out of Bidder'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 Contract. Further any idle time resulted due to non available of site or infrastructure or data, NPCI shall make payment to Bidder for the same.		Add Clause	No Change in terms of RFQ
20		10	3.2	8 port KVM Switch	Name of OEM?	Kindly provide the complete Model details to Quote and also which OEM are you looking for.	8 port KVM Switch (NET00073) ATEN Z399T105AD60186
21		10	3.2	STS(Static tranfer switches)	Name of OEM?	Kindly provide the complete Model details to Quote and also which OEM are you looking for.	STS(Static tranfer switches) (As listed below) 1) NET00077 2) NET00080 3) NET00394 4) NET00401 1) APC 5A1048T66902 2) APC 5A1038T73684 3) APC 5A1038T73686 4) APC 5A1038T73686
22		10	3.2	Cisco Lynksys Routers	Serial No & Complete Model details needed	Kindly provide the serial no and complete model no.	Cisco Linksys Routers (NET00658,NET00659) X3000 Serial No- 01410j03202214, 01410j03202240
23		16	9.5	Payment terms	Can this be modified to Yearly advance	This is because we need to pay the OEM's in advance for backlining	No Change in terms of RFQ
24		9	3.1.7	Engineers to be arranged	For hardware issuse engg onsite support is required		Engineers onsite support is required whenever NPCI open case with vendor