

Prebid Queries RFP-0011 for Supply,Installation,Commissioning of Networking Components dated 12.10.2011

Sr. No	Page No	Clause No	Description in RFQ	Clarification Sought	NPCI response
1	36	Technical Compliance		Do NPCI need Rail Kit for 4500?	Yes rail kit is required.
2	36	Technical Compliance	The NTP Server should have the provision of enabling PTP in future	The IOS mentioned in the RFP is for SUP7L. The SUP mentioned in RFP is SUP7. Please confirm whether change in IOS is OK.	IOS required is SUP7e
3	11	5.6 - Tax Duties	5.6.2 Prices shall include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt.	Any increase in cost due to increase rates of duties, charges and levies shall be reimbursed to the supplier by NPCI	No change in terms of RFP
4	19	9.7 - Payment Terms	8.8.1 20% Payment shall be paid after delivery of Goods at location. 8.8.2 70% Payment shall be paid after successful installation of Goods. 8.8.3 Balance 10% of the cost of Hardware shall be paid upon submission of Bank Guarantee in lieu of Warranty from scheduled commercial Bank for an equivalent amount valid of 3 years.	Clause to be included: All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice. If Customer fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.	No change in terms of RFP
5	11	9.8 - Price	There shall be no increase in price for any reason whatsoever.	Any increase in cost due to increase rates of duties, charges and levies shall be reimbursed to the supplier by NPCI	No change in terms of RFP
6		9.12 - 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.	1. Request the 1st line to be modified as follows: "The selected bidder shall indemnify NPCI and be liable for any direct and proven losses due to malfunctioning of the equipment or any hardware as supplied and installed by them resulting in damage to real or tangible personal property or personal injury or death. " 2. Request to add - "Neither Party shall be liable for any indirect or consequential damages under this Agreement."	No change in terms of RFP





7	Termination	Clause not present in RFP	<p>Either Party shall have the right to terminate this Agreement at any time 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 Customer shall pay for goods delivered and services rendered till the date of termination.</p>	No change in terms of RFP
8	Force Majeure	Clause not present in RFP	<p>XXX shall not be responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.</p>	No change in terms of RFP
9	Deemed Acceptance	Clause not present in RFP	<p>Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).</p>	No change in Terms of RFP
10	Arbitration	Clause not present in RFP	<p>If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.</p>	No change in terms of RFP
11	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>	No change in terms of RFP

12	Pass Through Warranty	Clause not present in RFP	Since XXX is acting as a reseller of completed products, XXX 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 Wipro shall not provide any additional warranties and indemnities with respect such products.	No change in terms of RFP
13	Limitation of Liability	Clause not present in RFP	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through XXX) that may arise out of or result from this Agreement. The aggregate liability of Wipro under this Agreement, shall not exceed the fees received by Wipro under this Agreement during the three months preceding the date of such claim.	No change in terms of RFP
14			Bid Submission Extension	No change in terms of RFP

