

NPCI:RFP-0005 dated 18.06.2012 For Microsoft Software Products

SL No	Page #	Clause #	Description of Terms / Headings	Existing Clause	Suggestions/Modifications requested	NPCI Comments
1	9	5.5	Period of Validity of Bids	Remain valid for a period of 90 days after date of bid opening	We would request NPCI for Price Validity for 15 days after the date of bid opening. Due to dollar fluctuation, prices would be volatile.	No Change in terms of RFP
2	15	8.3	Taxes & Duties	Benefits realized by supplier due to lower rate of taxes, duties charges & levies to be passed to NPCI	Benefits due to lower rate of tax/duties/charges at time of Invoicing will be passed to NPCI and any increase in above will be to NPCI account	No Change in terms of RFP
3	16	8.7	Payment Terms	30% of cost of software shall be paid after delivery of software & balance 70% shall be released after software installation	Request for 100% on delivery of software.	No Change in terms of RFP
4				(Additional Clause to be added) Limitation of Liability	Bidder shall not 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 interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages. The total aggregate liability of Bidder under the Agreement, regardless of the form of the claim, shall not exceed the fees received by Bidder under the Agreement. Save where herein expressly provided, all whatsoever other warranties implied by law are hereby excluded.	No Change in terms of RFP
5				(Additional Clause to be added) Site Not Ready	Bidder assumes that the sites shall be kept ready for installations and acceptance well before deliveries. However, in case the installation/ acceptance gets delayed beyond 15 days of delivery, due to sites not ready or any other reason attributable to the customer, the equipment shall be deemed to have been installed and commissioned for the purpose of payment, warranty, title transfer or any other related clause	No Change in terms of RFP
6	20	Section 11	Annexure 5	MS Project 2010	MS Project Std 2010 OR MS Project 2010 Prof. Please let us know whether you require Std OR Prof	Ms Project Stanadard