

PRE BID REPLIES FOR NPCI/RFP/2014-15/IT/0035 dated 25.02.2015 - Request for Proposal for Firewall Analyzer

S.No	Document Reference	Page No	Clause No	Description in RFQ	Clarification sought	Additional Remarks (if any)	NPCI Response
1	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented <u>similar tool</u> in India during last two years as on date of submission of bids	Request to modify " Similar tool " and change the same to " Similar OEM product "	Request to change " Similar tool " to " SAME OEM tool". This will ensure integrity & Quality of product & service supplied to NPCI by the bidder. There are cheap / free tools available which have basic functionality and can be quoted as reference and quantifying those against the specifications shall be impossible. This current clause may jeopardize the current estate of Firewalls with low quality product and will have business implications in future. Providing same OEM reference will ensure better audit & compliance reports, scalability factor and the capability of the bidder to install the same in NPCI premise.	No change in RFP
2	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during <u>last two years</u> as on date of submission of bids	Request to relax the 2 years time period for maximum participation	To ensure maximum bids from Tier 1 partners please relax the term and modify the same to " supplied, implemented or <u>renewed</u> in the last 2 years " .	No change in RFP
3	Section 8 - Terms and conditions	21	8.5	Taxes and Duties	"The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI." <u>We request clause be amended to state that "Any changes in taxes shall be on account of NPCI. Any benefit due to reduction in taxes shall be passed on to NPCI and any burden due to increase in taxes shall be reimbursed on actual."</u>		No change in RFP
4	Section 8 - Terms and conditions	21	8.7	Penalty for default in delivery	a) If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% each week's delay up to a maximum of 5% of the total undelivered value of the Goods which shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order. b) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement. <u>We propose that the period for compliance be increased to 30 days under subclause b.</u>		No change in RFP

5	Section 8 - Terms and conditions	22	8.10	Service Level Agreement & Penalty for breach in SLA	<p>1. Bidder should ensure that the implementation of solution is completed as per project plan.</p> <p>7. Penalty: The following Resolution Service Level Agreement (SLA) would be applicable during Warranty and AMC and are applicable for critical and non-critical incidents. The reported issue would be classified as Critical or Non-Critical by NPCI only.</p> <p>a. Penalty for Critical Incidents - Any violation in meeting the above SLA requirements which leads to critical incident, NPCI shall impose a penalty of INR 10,000/- (Indian Rupees Ten Thousand only) for each 15 minutes delay up to 12 hours, beyond 12 hours penalty would be INR 20,000 for each 15 minutes.</p> <p>b. Penalty for Non-Critical Incidents: Any violation in meeting the above SLA requirements which leads to non-critical incident, NPCI shall impose a penalty of INR 1000/- (Indian Rupees One Thousand only) per hour.</p> <p>c. <u>The penalty amount would be</u></p>	No change in RFP
6	Section 8 - Terms and conditions	22	8.8	Warranties and Maintenance	<p>3 year onsite OEM warranty with support and spare parts with further 2 years AMC Period.</p>	No change in RFP
7	Section 8 - Terms and conditions	25	8.20	Indemnity	<p>It is our understanding that the overall liability under the agreement includes any liability arising under Indemnity. We request that the indemnity shall only be restricted to third party claims for bodily injury death, IPR infringement Indemnity and violation of applicable law.</p> <p>We also request that the agreement provides clarity that neither party shall be liable for any indirect and consequential losses and damages including loss of profit, loss of anticipated earning, loss of margin etc.,</p>	No change in RFP

8	Section 8 - Terms and conditions	25	8.22 and 8.35	Order Cancellation	<p>We request that the second paragraph which refers to risk purchase upon termination of whole or part of the contract is made subject to certain conditions, i.e.</p> <p>(a) only after expiry of a reasonable cure period</p> <p>(b) NPCI shall have a duty to take reasonable mitigation steps as any person in similar circumstances would do to mitigate its own loss or damage.</p> <p>(c) Any procurement of undelivered services shall be made on the principles of competitive bidding.</p> <p>(d) We request this amount is capped to 5% of the value of the relevant purchase order.</p> <p>Request confirmation that the refund shall only be made in case the Product is returned to Bidder.</p>	<p>A cure period will enable rectification of services prior to termination.</p> <p>Mitigation of loss is the duty of the aggrieved party under Indian Contracts.</p> <p>The request for procurement on principles of competitive bidding is for price discovery.</p> <p>We request the cap to be at 5% of value of relevant purchase order and not value of impacted services.</p>	No change in RFP
9	Section 8 - Terms and conditions	25	8.21	Bidder's liability	<p><b>We request the second and third paragraph of the clause to be read as:</b></p> <p>The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, 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 annual value of the contract/purchase order.</p> <p>The Bidder's liability in case of claims against NPCI resulting 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
10	Section 8 - Terms and conditions	26	8.24	Force Majeure	<p>We request that it is clarified that the Bidder will be paid for all services upto the date of termination and any stranded costs for any investments made by Bidder.</p>		No change in RFP

11	Section 8 - Terms and conditions	28	8.29	Intellectual Property Rights	<p><b>We request deletion of the clause below:</b></p> <p>Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder.</p> <p><b>We also request the addition of the clause below:</b></p> <p>Each party shall own all rights, title and interest in their pre-existing Intellectual Property rights and all modifications, enhancements or derivatives thereto.</p>		No change in RFP
12	Annexure Z - Non Disclosure Agreement	55	Article 12	Term	<p><b>We request the clause in the NDA to be read as:</b></p> <p>This term of this Agreement shall be coterminous with the term of the main Contract. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of one year after the termination / expiry of this Agreement.</p>		No change in RFP
13	Section 8 - Terms and conditions	24	8.18	Software License Agreement	Third party software(s) will be provided on terms provided by third party software licensor(s)		No change in RFP
14	Section 8 - Terms and conditions	25	8.23	Termination of Contract	<p><i>For Non-Performance:</i></p> <p>We request that any termination shall be only for material breach and only effective after a reasonable cure period is provided to Bidder for rectifying the breach.</p>		No change in RFP
15	Payment terms	24	8.15	Payment Terms	we Request NPCI to change the Payment terms to 80% on delivery and 20% on installation		No change in RFP
16	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids	Request to modify " Similar tool " and change the same to " Similar OEM Product / Solution"	Request to modify " Similar tool " to " SAME OEM product that will help ensuring Quality of product & service to NPCI by the SI. There are entrepreneur or free tools which are either not tried or don't have right credentials, can be quantifying because of this Term.	No change in RFP
17	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids	Request to relax the 2 years time period for maximum participation	To make sure maximum bids from Leading partners Kindly relax the term and change the same to " supplied, implemented or renewed in the last 2 years " OR around 4 to 5 years	No change in RFP

18	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented <u>similar tool</u> in India during last two years as on date of submission of bids	Request to modify “ Similar tool “ and change the same to “ Similar OEM product “	Request to change “ Similar tool “ to “ SAME OEM tool“. This will ensure integrity & Quality of product & service supplied to NPCI by the bidder. There are cheap / free tools available which have basic functionality and can be quoted as reference and quantifying those against the specifications shall be impossible. This current clause may jeopardize the current estate of Firewalls with low quality product and will have business implications in future. Providing same OEM reference will ensure better audit & compliance reports, scalability factor and the capability of the bidder to install and support the same in NPCI premise.	No change in RFP
19	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during <u>last two years</u> as on date of submission of bids	Request to relax the 2 years time period for maximum participation	To ensure maximum bids from Tier 1 partners please relax the term and modify the same to “ supplied, implemented or <u>renewed</u> in the last 2 years “.	No change in RFP
20	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids	We Request you to modify “ Similar tool “ and change the same to “ Similar OEM product “	Request you to change “ Similar tool “ to “ SAME OEM product“. Entire Offering will become than integrated solution set and total ownership will be with Single OEM. It will help NPCI in managing single OEM as a point of contact. The benefit will be seen in Software upgrades and maintaining warranty of hardware in near future. Free tools will have Technical support issues post procurement. Providing similar OEM will ensure better audit & compliance reports, scalability factor of the bidder to install in NPCI	No change in RFP
21	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids	Request you to Relax the 2 years time period to last 5 years participation	Relax the term and modify the same to “ supplied, implemented or Renewed in the last 5 years “.	No change in RFP
22	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids	Request to modify “ Similar tool “ and change the same to “ Similar Vendor product “	We would request you to change “ Similar tool “ to “ SAME VENDOR product“. This will help to maintain higher probity and maintain high quality of product and services to NPCI by the bidding party. There are various tools that are available which have very few functionalities that can be quoted as reference but may not be up to the higher standards that NPCI may be expecting and will not be fulfilling the entire technical requirements of NCPI.	No change in RFP
23	Eligibility Criteria	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids	Request to relax the 2 years time period for maximum participation	For maximum participation from Tier 1 / Tier 2 solution providers please relax the term of usage. Request you to kindly accommodate references who have even renewed the product in the last 2 years. Renewal also confirms that the product is actively utilized and customer is happy.	No change in RFP

24	Payment Terms	24	8.15	20% on delivery and 80% on successful installation		Please amend to "Payment terms 80 % on delivery and 20% on successful installation"	No change in RFP
25	Technical Specifications	30	Section 9 A.	OEM should have its own Local Support Centre in India	Global support center provides 24/7 support in the region. Should the OEM provide onsite support? Please clarify.		OEM should have their own local support centre in India and onsite local support is expected from the bidders however ownership lies with OEM and bidder.
26	Technical Specifications	30	Section 9 B	Appliance should be with minimum HDD Space of 500 GB	Please include RAID feature for the HDD.	We suggest to include the RAID feature so that there is data redundancy whenever there is a hard disk failure	RAID feature would be consider as a valuadd.
27	Annexure H - Eligibility Criteria Compliance	44	5	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids.	Request NPCI to relax the 2 years time frame clause	We have implementation of firewall tool in the previous few years. We have continous renewal of the contract with customers till date. Thus we request NPCI to remove the time frame of implementation.	No change in RFP
28	Section 9	31	9.2 - D-2	ISO 27001 auto-completed compliance report	This feature is avaiable before May 2015. Request your consideration on the same		The feature should be available before the bid submission
29	Section 9	31	9.2 - D-4	Auto-completed group compliance report	What is auto completed group compliance policy and what does this feature do?		Soultion could be able to generate consolidated reports for group of firewalls.
30	Section 9	31	9.2 - F-3	Summarize where there is clutter, allowing for a quick and easy cleanup	what is meant by clutter? Securetrack has a cleanup dashboard that show all possible cleanup information.		Clutter - means rules which are un-needed like duplicate rules, unused rules, redundant rules, rules with empty comments etc etc. These policies needs to be visualized periodically and optimized in a timely fashion.
31	Section 9	32	9.2 - J-1	Summary of VPN features	Is this mandatory feature? Request to release the clause to optional		No change in RFP
32	Section 9	32	9.2 - J-2	Optimization and cleanup of VPN Rules	Is this mandatory feature? Request to release the clause to optional		No change in RFP
33	Section 9	32	9.2 - J-3	Obtain active VPN users, user-specific & user group specific VPN usage, sessions and bandwidth consumed	Is this mandatory feature? Request to release the clause to optional		No change in RFP ,only the bandwidth consube can be an optional feature.
34	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	10	3.1 Scope of work	Bidder as well as OEM shall provide post implementation technical support including new device integration.	Please let us know approximate number of firewalls that could be added to NPCI network during the 5 years of support		Current count is 14 (cluster) but the device should capable to handle more no of firewalls in future if required
35	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	10	3.2 C Productivity improvement	Rule synchronization between DC & DR setup.	We need to factor the solution in DC and DR. Is the solution required in HA at both locations?		Not applicable.
36	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	11	3.1 Scope of work	d. Existing Firewall Details	Please mention the make of the firewalls currently in NPCI.		Make of Cisco,Juniper,Checkpoint and fortigate.
37	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	22	8.9 AMC support	During AMC period, the vendor shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software.	Any new releases, versions and updates will be passed on by bidder to NPCI as long as they are free from OEM.		No change in RFP

38	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	22	8.8 Warranties and Support	3 year onsite OEM warranty with support and spare parts with further 2 years AMC Period.	Please clarify on the Onsite OEM warranty with support. Should the OEM visit the NPCI premises to provide Post Sale support.	Onsite support/implementation should be provided by bidder however if require OEM should visit onsite as well.
39	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	23	8.12 Deliverables	The bidder as well as the OEM shall provide 24x7x365 basis post implementation technical support for the components supplied.	Bidder and OEM support for 24X7X365 will be telephonic. First level of response will be telephonic/email. We will try to resolve the issue remotely. If remote resolution is not possible engineer will visit onsite for resolution.	Also if it not resolved by bidders the OEM is expected to visit onsite to resolve the issue in case of critical situation.
40	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	30	Section 9 - Technical Specifications, Section A, Pt 4	OEM should have its own Local Support Centre in India	Local support is available 24/7 and we offer email and toll free number support for India. Please clarify whether the OEM has to provide on site support by visiting the customer place. If the partner can provide onsite support and OEM can provide 24/7 support via email and phone. Hence request you to kindly modify the local support center in India to 24/7 support via phone and email.	Local OEM presence is expected. No change in RFP
41	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	30	Section 9 - Technical Specifications, Section A, Pt 6	Product should be scalable and support the Change Management features / capabilities and also should support various Firewall policy push and provisioning of application connectivity including decommissioning of Firewall rules from Application perspective and Automate Business Application Migration. The Change Management feature would be considered at a later stage.	This feature has dependency on the make and manufacturer of specific firewalls. Not all firewalls allow the automation feature mentioned here. Please mention the timeline for the future product feature purchase mentioned here and also confirm in writing the make and manufacturers of the firewalls used in NPCI environment to understand the extend of this feature viability.	Please Refer to SL no 36
42	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	30	Section 9 - Technical Specifications, Section B, Pt 2	Appliance should be with minimum HDD Space of 500 GB	The tender specification mentions the storage capacity as 500GB, but there is not mention of RAID for redundancy of the hard disk. Please include the RAID feature for Hard disk storage capacity to build redundancy for storage in hardware specification. Since Point 6 in Section B mentions - "High Availability and Disaster Recovery feature should be available for uninterrupted operation", it is important the RAID feature is included in this technical specification.	RAID feature will be consider as a valuadd.

43	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	44	Annexure H - Eligibility Criteria Compliance	The Bidder should provide reference of any 2 clients for whom the bidder has supplied or implemented similar tool in India during last two years as on date of submission of bids.	Please confirm whether the customer can be global customer and reference can also be provided by the OEM.		The clause is self explanatory. Only references from India and the supporting documentary evidence favouring the bidder will be considered for evaluation purposes.
44	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015		General		Do we have to factor for any passive material such as cables, patch cords, racks etc?		Only provided powercable should support indian power support
45	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	14	5.6	Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi, if any, will be paid additionally, at actual on production of receipt. The VAT/Sales Tax should be shown separately in the Price Schedule.	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 RFP
46	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	21	8.5	The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.	The benefits realized by supplier due to lower rates of taxes, duties, charges and levies or burden due to higher rates of taxes, duties, charges and levies, shall be passed on by the Supplier to NPCI.		No Change in RFP
47	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	22	8.10	In case of critical failures when solution software or hardware becomes unavailable due to break down / malfunctioning of hardware components, accessories, system software, etc., the relevant defect should be rectified by next business day and in 48 hours for non-critical incidents. Escalation matrix shall be shared with respect to categories of incidents.	For unknow software issues, Dependent on the OEM response time		In case of critical failures when solution software or hardware becomes unavailable due to break down / malfunctioning of hardware components, accessories, system software, etc., the relevant defect should be responded by next business day and in 48 hours for non-critical incidents. Escalation matrix shall be shared with respect to categories of incidents.
48	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	23	7	The maximum penalty applicable would be 5% of the total contract value.	The maximum penalty applicable should be 5% of the total support price		No change in RFP

49	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	24	8.15	<p>20% Payment shall be made to the Bidder after delivery of all components and supporting systems broadly required for setting up the Firewall Analyzer solution at the assigned location.</p> <p>i) 80% Payment will be made after successful Installation of hardware along with the software. This would also include successful implementation and sign off obtained from NPCI thereon.</p>	WE request following payment terms 80% on Delivery, 20% on Installation.	No change in RFP
50	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	25	8.20	<p>The bidder 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 from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.</p>	<p>The bidder 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 from any <del>wilful</del> act or omission or <del>gross</del> negligence or misconduct of the bidder and its employees and representatives, <del>breach of the terms and conditions of the agreement or purchase order</del>, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, <del>breach of warranty</del>.</p>	No change in RFP
51	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	25	8.21	<p>The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, 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>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.</p>	No change in RFP

52	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	25 and 29	8.22 and 8.35	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.	Request deletion. Bidder should be provided a cure period of atleast 30 days prior to termination. In case of termination , customer should however pay us for goods/services delivered/rendered till the date of termination.		No change in RFP
53	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	25	8.23	NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI may consider request of the bidder for pro-rata payment till the date of termination.	In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination.  The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) To have any portion completed and delivered at the Contract terms and prices ; or (b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.		No change in RFP
54	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	25	8.23	NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	Bidder should be given 30 days written notice to cure the default failing which may attract termination. In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination.		No change in RFP
55	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015	25	Clause not present in 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.	To be included	SNR	No change in RFP

56	RNPCI/RFP/2014-15/IT/0035 dated 25.02.2015		Clause not present in RFP	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.	To be included	Pass Through Warrantmy	No change in RFP
57	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015		Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	To be included	Risk and Title	No change in RFP
58	Request for Proposal for procurement of Firewall Analyzer. RFP Reference No: NPCI/RFP/2014-15/IT/0035 dated 25.02.2015		Clause not present in RFP	Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder's employee, or induce any such individual to leave the employ of Bidder. For purposes of this clause, a bidder's employee means any employee or person who has who has been involved in providing services under this Agreement.	To be included	Non Hire Clause	No change in RFP
59			Clause not present in 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 performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	To be included	Saving Clause	No change in RFP
60	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015		Clause not present in 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 Customer.	To be included	Deemed Acceptance	No change in RFP
61	NPCI/RFP/2014-15/IT/0035 dated 25.02.2015		Clause not present in RFP	Either Party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. Bidder will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Bidder shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.	To be included		No change in RFP