

Pre-Bid Queries - RFP 19 dated 20.11.2014 - IPAM

Sr.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Comment
1	Section 3 – Scope of Work	9	2. i	System Integrator (SI) should review NPCI's existing IP architecture and on the basis of that provide a solution for integration of IPAM.	Should have a call with customer and understand requirement. If possible should organize a visit.		Ok
2	Section 3 – Scope of Work	9	5	Validation of the data migration during the maintenance window	Which data migration is expected here?		Current Excel Sheet IP Database
3	Section 3 – Scope of Work	9	6	This testing will include verification of IPAM Data.	Please share type and other details about data? In case of auto-discovery our system will build its own database. Is it still require to import existing database?		Once auto discovery is done then those data would be validated along with existing excel sheet. If nay difference found then those data need to be manually migrated.
4	Section 9 - Technical Specifications	25	1.6	Scanning devices in the network	What kind of scanning is expected here?		Discovering different OEM IP devices
5	Section 9 - Technical Specifications	25	3	The IPAM Solution must provide integration with devices (Switch/Router)	What is expected here? Should solution be able to configure IPv6 on network devices?		The IPAM should support and able to read the IP database of different IOS/OS.
6	Section 9 - Technical Specifications	25	6	Admin should be able to define workflows for IPAM	what functionalities are expected in work flow?		User access-right based on the profile.
7	Section 9 - Technical Specifications	25	7	The solution should be able to perform and track address space allocations in accordance with routing topology to model and optimize route aggregation.	what is expected in route aggregation? Is it expected that solution should be able to control network device? Or just reporting of aggregated routes.		Reporting of aggregated routes.
8	Section 9 - Technical Specifications	25	9	IPAM Solution should help to automate the transition from IPv4 to IPv6.	What is expected here? Should solution be able to configure IPv6 on network devices?		Manage IPv6 database along with IPv4
9	Section 9 - Technical Specifications		10	The IPAM Solution component must perform host discovery using a variety of methods including ping, TCP, Address Resolution Protocol (ARP), cache data, and device OS mapping	What kind of device OS mapping is available with NPCI to discover? Does NPCI have cache data to discover from that?		It should support all standard OS available. If the device is running a standard OS, IPAM must discover it and MAP its Ips.
10		9	3.1.1	Scope of Work	We will be providing 2 appliances of DDI (1 in Mumbai & 1 in Chennai) and One Standalone MRI appliance, please let us know the location to deploy the same.		Mumbai
11		9	3.1.2	Scope of Work	Whether NPCI has existing IPAM Tool/Database?		IP database in Excel
12		9	3.1.11	Scope of Work	Knowledge Transfer will be done by Implementation Team. Will that be acceptable to NPCI or NPCI expects OEM Certified Training?		It is expected that training covering the entire scope atleast for 2 days should be carried out by the vendor along with OEM
13		19	8.4	Taxes	We need to get clarity 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		No Change in the RFP Clause
14		19	8.6	Penalty for default in delivery	We request you to confirm if part of the shipment is delayed than LD should be applicable to partial non shipped material rather than entire BOM		No Change in the RFP Clause

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15		21	8.16	Indemnity	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. We also request that the agreement provides clarity that neither party shall be liable for indirect and consequential loss and damages including loss of profit, loss of anticipated earning, loss of margin etc		No Change in the RFP Clause
16		21	8.17	Bidders Liability	We request bank to confirm that neither bank nor bidder shall be liable for indirect and consequential loss and damage including but not limited to loss of profit, loss of business, loss of anticipated savings, loss of data, and loss of revenue We request NPCI to clarify that claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors are for any claims related to bodily injury, death and damages to tangible property rights only.		No Change in the RFP Clause
18		21	8.18	Order Cancellation	We request confirmation that the refund shall only be made in case the Product is returned to supplier		Yes pl.
19		10	4.2 (f)	Eligibility Criteria	"The Bidder should have executed at least 2 successful installations <i>anywhere in the globe</i> with similar capacity as mentioned in RFP (i.e. IP space & devices) of which at least 1 installation should be a BFSI client."		No Change in the RFP Clause
20	Eligibility Criteria	10	4.2.f	The Bidder should have executed at least 2 successful installations with similar capacity as mentioned in RFP (i.e. IP space & devices) of which at least 1 installation should be a BFSI client	Request NPCI to modify to 1 successful installation only		No Change in the RFP Clause
21	Order Cancellation	22	8.18	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 for modification to - In case of order cancellation due to Delay in Implementation, Maximum Liability of bidder will be 10% of the Value of Undelivered Goods and or Services and Bidder would not be liable to return any payment for Goods and/or Services that have already been delivered and continue to be in use by NPCI.		No Change in the RFP clause
22	Penalties	19	8.6	NPCI shall impose a penalty at the rate of 0.5% each week's delay upto a maximum of 5%of the total undelivered value of the Goods which shall be recovered for delayed deliveries	We assume that Penalties are capped to 5% for Delay in Delivery. Please confirm. Please specify Penalty applicable for delay in implementation timelines too. Request NPCI to cap the same to 10%		Penalty will applicable only on delay if delivery

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23	Limitation of Liability				Request NPCI to add a clause on Limitation of Liability - Notwithstanding anything contrary contained herein or any other document made part of this agreement, the limitation of liability for direct damages shall be limited to and not exceed the Charges paid by the Customer under the relevant Statement of Work under which the liability arises, during the period of twelve (12) months immediately preceding the month in which the event giving rise to the claim first occurred. All indirect and consequential damages, incidental, punitive, exemplary or special Losses; loss of data/programs, loss of profits or revenue, loss of anticipated savings and loss of goodwill under this Agreement are excluded even if the loss or damages was reasonably foreseeable or a Party has been advised of the possibility of such damages.		No Change in the RFP Clause
24	Forfeiture of EMD	12	5.9. (c)	EMD may be forfeited if Selected Bidder fails to accept the order within seven days from the date of receipt of the notification of Award.	It is sought to be clarified that delays owing to ongoing negotiations on the finalization of terms and conditions of the Contract shall not be accounted towards this 14 day period.		No Change in the RFP Clause
25	Acceptance of Purchase Order	19	8.2.	Within 7 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.	It is requested to enhance the period for acceptance to 10 working days.		No Change in the RFP Clause
26	Taxes and Duties	19	8.4	Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.	The prices quoted for shall be exclusive of all applicable taxes; It is requested to delete this clause in light of the change sought above		No Change in the RFP Clause
27	Penalty for Default	20	8.6 (b)	In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order.	It is requested to revise that termination rights shall apply when the sum total of penalties imposed for delays account to a total of 5% of the value of the PO.		No Change in the RFP Clause
28	Intellectual Property	21	8.14	IPR OWNERSHIP	It is requested to add the below to the existing text: The bidder shall retain ownership of all IPR in Materials and Reports etc. developed during the course of the agreement and remain therefore able to re-use any copyrightable or patentable elements of the Materials and Report in future engagements.	Additional Clause Suggested	No Change in the RFP Clause

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29	Indemnity	21	8.16		<p>It is requested to make the indemnity clause mutual to both parties and revise as below: "The Indemnifying Party shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. claim by any person in respect of bodily injury or death;b. claims by any third party in respect of any IP infringement; brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party, his agents or employees in the performance of the contractual obligation. The indemnification by Indemnifying Party shall be subject to Indemnified Party: i) notifying the Indemnifying Party promptly in writing of the claim in respect of which the indemnity applies in order to allow the Indemnifying Party the opportunity to investigate and defend the matter; ii) agrees to cooperate in good faith with the Indemnifying Party at the request and expense of the Indemnifying Party; and iii) giving the Indemnifying Party the right to defend and settle the claim, including any agreement relating to settlement; provided that settlement of claim shall not imposes any financial obligation on the Indemnified Party. In case of any Indemnity claim by third party related to bodily injury, death, tangible property, IPR Infringement the Indemnifying Party shall pay defense cost, settlement amount or court awarded damage. Both Indemnifying Party and Indemnified Party specifically agree that Indemnifying Party is not liable to the Indemnified Party for indemnification obligations under the agreements to the extent that the act or omission of the Indemnified Party or any of its agent or employee or subcontractor contributed to that breach which gave rise to a claim for indemnity. Indemnified Party also undertakes to take reasonable effort to mitigate the loss to Indemnifying Party as any reasonable person would do in similar circumstances. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation.</p>		Indemnity has to be provided by bidder . No change.
30	Bidder's liability	21	8.17	NEW	<p>It is requested to add the below text to the existing clause. Both parties agree that neither party shall be liable for any indirect, remote, consequential loss or damages including but not limited to loss of profit, loss of anticipated earning, loss of data, revenues, goodwill, or business value whether or not that party was aware or should have been aware of the possibility of such costs, expenses or damages.</p>		No addition of new clause.

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31	Order Cancellation	22	8.18	NPCI reserves its right to cancel the order in the event of one or more of the following situations that are not occasioned due to reasons solely and directly attributable to NPCI alone. 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. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document	It is requested to revise to state that – NPCI reserves its right to cancel the order in the event of one or more of the following situations that are occasioned due to reasons solely and directly attributable to the Bidder alone. It is submitted that no interest shall be applicable to the amounts refundable in the event of such termination. The bidder shall only be liable to additional expenditure incurred by NPCI in completing the remainder of deliverables through a third party, but to the maximum limit of 10% of the value of such remainder of deliverables as was originally payable to the bidder. This shall be the sole remedy of NPCI in the event of such termination.		No question of changing the clause.
32	Termination of Contract	22	8.19	For Convenience For Non-performance	In such event, bidder shall be paid for all work done until the date of terminations. In addition, an appropriate Termination Fee shall also be applicable. Prior to exercising the right of termination, the bidder shall be provided with a cure period of 30 days to rectify such delays in performance (or) to demonstrate better compliance with SLA requirements (as applicable).		No termination fee to be paid. No change in clause.
33	Force Majeure	22	8.2	If the Event of Force Majeure shall continue for more than twenty (20) days, either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.	It is submitted that termination rights are to be applicable upon force majeure event continuing for a period of over 90 days. The parties shall intimate of their intent to exercise this right with a notice of atleast 10 days. Additionally, where terminated for this reason, the bidder shall be paid for work done until the effective date of such termination.		20 days time is being used uniformly in other RFPs
34	NEW	NEW	NEW	Product Separation	Product Separation: The acceptance criteria or procedures for Deliverables set forth any contract document will only apply to the services provided herein. It will not apply to any product the Bidder may supply or has supplied to customer. Any refund/return or penalty rights as set forth hereon apply only to the services provided.		No new change.
35	Performance Bank Guarantee	19	8.3	The Successful bidder shall submit a Performance Bank Guarantee equal to 10% of total value of the Purchase order, valid for 3 (three) years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee, within 14 working days of receipt of Purchase Order. In case, services not completed within the stipulated time, successful bidder has to extend Performance Bank Guarantee till date of expected completion of the services	Bidders Requests to allow Bidders Standard Bank Guarantee format		Bank Guarantee to be in NPCI proforma

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36	Taxes and Duties	19	8.4	All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates. Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi, if any, shall be reimbursed at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI	Any increase in the rate of Taxes & Duties are requested to be borne by NPCI.		No Change in the RFP Clause
37	Acceptance Procedure	20	8.1	After receipt of all the deliverables as defined in RFP of this document, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the successful bidder and officials / representatives of NPCI. The date on which such certificate is signed shall be deemed to be the date of acceptance of NPCI. The warranty period starts accordingly	Bidders suggests the inclusion of this clause " Deemed Acceptance : Deliverables will be accepted when Customer so advises bidder or at the end of five (5) business days if Customer fails to give bidder written notice of non-conformance within that time period. However, if Customer, prior to either event, uses the Deliverable for productive use, it will be deemed accepted upon such use."		No Change. Acceptance should be in writing.
38	Payment Terms	20	8.13	a) 20 % of the equipment cost of as per Purchase Order will be paid on delivery. b) 70% Payment will be made after successful installation of hardware/software at NPCI's Sites as per Purchase Order supported by Acceptance/Installation Certificate. c) 10% of the equipment cost of the Purchase Order will be paid after expiry of the warranty period or against submission of separate Performance Bank Guarantee for equivalent amount, issued by a scheduled commercial bank, valid till expiry of the warranty period. d) AMC payment will be paid quarterly in arrears and the end of quarter will be June, Sept, Dec and March. e) Payment will be made within 30 days of receipt of correct Invoices along with Delivery Challan / Installation Certificate / Acceptance Certificate, as the case may be	Bidder suggests the inclusion of this clause "Hardware & 3rd party hardware : 100% payment to be made on delivery of the hardware and 3rd party material. Installation & Commissioning : progressive payment as the work progresses or 100% payment to be made on completion of Installation & Commissioning. Support : 100% payment to be made Quarterly in advance."		No Change in the RFP Clause
39	NEW	NEW	NEW	Site Not Ready	Site Not Ready : Bidder shall not be liable for any delay or failure on the part of the Customer to supply adequate infrastructure or support (including electricity, connectivity, etc) as agreed by the Customer in the SOW. Such delay or failure in providing the adequate infrastructure which hinders the implementation or installation activities would amount to the site not being ready for the said activities to be conducted and bidder shall not be liable for any penalties or damages that may be levied due to this. Further, in cases where bidder has delivered the materials and the site is not ready or not made ready within a period of five (5) business days, then such deliveries should amount to deemed acceptance.		This is covered under clause 8.6 of RFP