

RFP for Supply, Installation, Commissioning and Maintenance of Network Packet Analyzer Solution - NPCI/RFP/2016-17/IT/10 dated 23.12.2016

Consolidated list of Replies to Pre-bid Queries

S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
1		29	Hardware specifications	1.The solution MUST support 1G interfaces	Kindly mention total amount of incoming traffic throughput per DC (Peak/Avg) and required data retention period.		Presently peak of 300 Mbps & Average of 100 Mbps
2		29	Hardware specifications	2. The solution MUST support minimum of 10 capture interfaces & 1 management interface	Kindly clarify on distribution of 10 capture interface, is it 10 interface per DC OR there are some other distribution method applicable to these 10 interface. What will be data retention period per interface? Any consideration for stand by hardware for HA per DC?	We assume that management interface here refers to packet analysis console where all probe can be connected at centralized console for analysis and troubleshooting purpose	We need 10 interfaces per DC. The data retention period is not w.r.t specific interface. We do not expect all the interfaces to be used simultaneously. Management interface - Your understanding is correct.
3		29	Management & Reporting	9. The solution MUST provide a central management console with probes being distributed across multiple geographical locations		Our assumption is that this requirement is to connect multiple or all probe from 3 DC using one interface for packet download and analysis.	YES
4		29		10.The solution MUST have the capability to provide centralized reporting	As discussed, all probe should able to connect centrally using one console however report and analysis will be separate for packet belonging to different probe.		YES
5		29		18. The reports content SHOULD be user-selectable			We should be able to generate the report with different filters (IP addresses, conversations, application port, bandwidth usage, etc.)
6		31	Packet Capture & Analysis	47.The solution SHOULD have the capability to identify and track ISO 8583 transaction errors and messages	Kindly provide more detail on this requirement & expected deliverables?		ISO 8583 is the standard used in PCI for financial transactions & uses request / response method. The solution should be able to recognize this request/response messages
7				48.The solution MUST be PCI DSS compliant	Kindly suggest, does this refer to packet broker OR packet analysis engine? Is it referring to have some compliance certificate OR compliance features like data security/masking, encryption, user etc...		This refers to the compliance features.

8		31	Storage requirements	The solution MUST have the capability to mask the card information available in the captured data when it is stored	Kindly confirm if NPCI is using any existing packet broker solution which can be relied upon to mask required field or NPCI is open to have packet broker which can mask sensitive info and then feed packet to capture engine for analysis? Also suggest if you are open for 3rd party packet broker solution in case its already not in place.	Masking & unmasking mainly delivered by 3rd party packet broker engine, some OEM sell both Packet broker and packet capture engine and some OEM only sell either of them.	We do not have any existing solution. We expect the new solution to mask the sensitive data when it is stored. It is upto the bidder to decide on the relevant method/ tool of masking. But the 3rd party tool should be PCI compliant and the bidder should ensure that the necessary backend support is available from 3rd party. NPCI will not interact with the 3rd party
9		49	TYPE - B	Requirements for appliances to be installed at member banks	Kindly suggest:: How many member banks are in scope and in total how many interface capture required per bank? What will be data retention policy.	This info require for sizing.	All these information are captured in page no 31,32 & 33 of the RFP. 1 capture interface per member bank.
10		12	Refer section-4.1 Eligibility Criteria--- Point no 6	The bidder should have at least 2 live installations in any two institutions in India with support as on the date of submission of the bids.	Kindly change this to- " The vendor should have at least 2 live installations in any two institutions in India or globally with support as on the date of submission of the bids."		No change in RFP
11		29	Section 9	Hardware Specifications	What is the traffic size (Mbps) to be monitored on each Datacenter and Bank Site	Required for providing the appropriate Hardware	Presently peak of 300 Mbps & Average of 100 Mbps at DC. 20 Mbps peak & 10 Mbps average at member banks.
12		31	49	Storage Specifications	To design the solution for the capture requirement of 30 days detailed traffic information(No of ports to be mirrored & maximum traffic rate per port is required). Please also advise if options like packet slicing, Intelligent packet capture methods (ex store only application messages/ errors etc. not the complete data) can be used to optimize the storage.	Kindly provide the no of ports & traffic rate to help size the amount of storage in TB required to hold the data for 30 days. If this information cannot be determined, can it be assumed per clause 49 the 10TB storage it sufficient for capture of data of 30 days	At present we are fine with 10 TB of storage. As mentioned in the requirements, the solution should be scalable to support any expansion in future.
13		31	50	Storage Specifications	Can it be considered by the term scalable means the proposed capture appliance should have option for expanding the on-board storage without the need to add/ upgrade the existing appliance.		Yes
14		31	51	Storage Specifications	Typically an appliance provides writing the mirrored / capture data at line rate speed to the in-built redundant hard-disk. If network attached storage is used it may not be able to keep up with the speed of mirror data. Is this acceptable? . Extended storage other hand can keep up with the data rate of the wire.	Please advise the usecase for network attach storage	The network attached storage is referred here to make sure that the in-built storage limitation would not result in purchasing / upgrading the appliance altogether. We are fine If extended storage can be used instead of Network Attached Storage.

15		29	2	Hardware Specifications	Please advise the type (Copper / Singlemode / Multimode Fiber) & number of interfaces required	This information is required to provide the necessary quantities of SFP `s	10 capture ports required in DC & 1 capture port is required per member bank. The fiber port option is required in case of a situation where copper is not available in the switch where the probe will be connected. The fiber can be multimode
16		31	1	Hardware Specifications	Please advise the type (Copper / Singlemode / Multimode Fiber) & number of interfaces required	This information is required to provide the necessary quantities of SFP `s	Multimode
17		33	41	Storage Specifications	To design the solution for the capture requirement of 30 days detailed traffic information(No of ports to be mirrored & maximum traffic rate per port is required). Please also advise if options like packet slicing, Intelligent packet capture methods (ex store only application messages/ errors etc. not the complete data) can be used to optimize the storage.	Kindly provide the no of ports & traffic rate to help size the amount of storage in TB required to hold the data for 30 days. If this information cannot be determined, can it be assumed per clause 41 the 4TB storage it sufficient for capture of data of 30 days	At present we are fine with 10 TB of storage. As mentioned in the requirements, the solution should be scalable to support any expansion in future.
18		10	d	The bidder should provide product training	Request NPCI tp confirm on the scope of product training . Also kindly confirm If it is OEM/bidder led training?		The training should cover the information necessary to manage the solution on day-to -day operations, the advanced troubleshooting features & various reporting options.
19		46	6	The bidder should have at least 2 live installations in any two institutions in India with support as on the date of submission of the bids	Request NPCI to change the following clause since this is niche technology: The bidder/OEM should have at least 2 live installations in any two institutions in India with support as on the date of submission of the bids		No change in RFP
20		22	8.9	A guaranteed uptime of 99.5% per annum	Request NPCI to clarify on the uptime requirement since the appliances are not in HA		We do not have the requirement for a HA device. We expect 99.5 % uptime for the individual appliances
21		22	8.9	Device or spare parts replacements will be provided by next business day/ 24 hours . It is the responsibility of Bidder to coordinate with OEM to provide replacement. NPCI will not involve in arranging the device	Request NPCI to clarify if the spare replacement can be made in 7 working days		No. Downtime of 7 working days is not acceptable
22		10	4	The successful Bidder shall execute back-to-back agreement for the required infrastructure and if required by NPCI, tri-party agreement should be signed between NPCI, Bidder and the OEM (in the event of Bidder and OEM being different)	Request NPCI to provide details on the format of the tri party agreement to be signed.		The format would be provided to the Successful Bidder, if required.

23		14	5.7	The Bidder is required to deposit Rs 5,00,000/- (Rs Five Lakhs only) in the form of a Demand Draft / Pay order in favor of “National Payments Corporation of India” payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2	Request change: The Bidder is required to deposit Rs 5,00,000/- (Rs Five Lakhs only) in the form of a BG/Demand Draft / Pay order in favor of “National Payments Corporation of India” payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 1 42 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2		The Period of 12 months is Statutory Provisions under the provision of law.
24		21	8.4	The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due to the bidder	Request change: The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 3 years, with a claim period of 3 (three) months from the date of expiry of the validity period, as per the statutory provisions in force in this regard. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payment due to the bidder.		The Period of 12 months is Statutory Provisions under the provision of law.
25		21	8.6	The Equipment consisting of hardware and software, for NPCI DC and Member Banks shall be delivered within 6 weeks of acceptance of the Purchase Order. The installation and implementation of the solution should be carried out within 4 weeks from delivery date.	Request change: The Equipment consisting of hardware and software, for NPCI DC and Member Banks shall be delivered within 6-8 weeks of acceptance of the Purchase Order. The installation and implementation of the solution should be carried out within 4-6 weeks from delivery date.		No change in RFP
26		21	8.7	If the bidder does not deliver the material as per purchase order delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the purchase order for each week's delay to a maximum of 5% of the total undelivered value of the goods, without prejudice to any other right or remedy available under the purchase order. In 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.	Request change: If the bidder does not deliver the material as per purchase order delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the purchase order which is delayed for each week's delay to a maximum of 3% of the total undelivered value of the goods, without prejudice to any other right or remedy available under the purchase order. In 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.		No change in RFP Terms

27		23	8.11	Price shall remain fixed for a period of 12 months from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.	Request change: Price shall remain fixed for a period of 12 months from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained, except for change in taxation due to statutory variations or any change in the exchange rate to the tune of 2%		No change in RFP Terms
28		23	8.15.1	a) 20 % of the hardware cost will be paid on delivery of hardware. b) 80 % of the hardware cost will be paid after acceptance of the solution	Request change: a) 90 % of the hardware cost will be paid on delivery of hardware. b) 10 % of the hardware cost will be paid after acceptance of the solution		No change in RFP Terms
29		24	8.15.2	In case NPCI decides to entrust maintenance of the Solution with the successful bidder, AMC charges shall be paid quarterly in arrears after availing maintenance services. In case the successful bidder desires to get payment of AMC charges in advance, Bank Guarantee equivalent to the value of the AMC charges for the respective year, with action period of 1 year, shall be submitted before 14 days of commencement of the period of maintenance. AMC payment will be released within 30 days of receipt of correct invoices along with SLA Reports duly signed by authorized NPCI official and other necessary documents / certificates as required by NPCI. The quarterly Invoices for the solution should be submitted to NPCI within 10 days of the last day of the relevant quarter. Invoice shall contain all details regarding PAN and registration number for Service Tax, VAT, etc.	Request change: AMC Charges shall be paid quarterly in advance and no BG shall be given for the same		No change in RFP Terms

30		25	8.15	<p>In case NPCI wishes to shift the network devices from one place to another anywhere in the country, adequate support will be made available by the bidder by arranging field engineer for the purpose of dismantling of network devices supplied by Service provider & hand-over to the concerned Bank Officials or Data Center, pre-shifting inspection, post-shifting inspection, reinstallation etc. of all devices supplied by Service provider. All migration related activities to be done after Business / session hours /according to business convenience & the engineer have to be deployed as per the NPCI requirements. NPCI will bear all expenses for packing, shifting, insurance and other incidentals at actual. NPCI will not be responsible or liable for any losses, damages to the items of equipment"s, tools and machinery while such dismantling, pre-shifting inspection, postshifting inspection, and re-installation etc. is being carried out. Bidder shall make available adequate alternative arrangement to ensure that the system functioning is neither affected nor dislocated during the shifting process. It is the responsibility of field engineer to integrate devices delivered for a Bank or Data Center & coordinate with NPCI NOC to extend the reachability.</p>	<p>Request change: In case NPCI wishes to shift the network devices from one place to another anywhere in the country, adequate support will be made available by the bidder by arranging field engineer for the purpose of dismantling of network devices supplied by Service provider & hand-over to the concerned Bank Officials or Data Center, pre-shifting inspection, post-shifting inspection, reinstallation etc. of all devices supplied by Service provider. All migration related activities to be done after Business / session hours /according to business convenience & the engineer have to be deployed as per the NPCI requirements. NPCI will bear all expenses for packing, shifting, insurance and other incidentals at actual. NPCI will not be responsible or liable for any losses, damages to the items of equipment"s, tools and machinery while such dismantling, pre-shifting inspection, postshifting inspection, and re-installation etc. is being carried out. Bidder shall make available adequate alternative arrangement to ensure that the system functioning is neither affected nor dislocated during the shifting process. It is the responsibility of field engineer to integrate devices delivered for a Bank or Data Center & coordinate with NPCI NOC to extend the reachability.</p>		No change in RFP Terms
31		25	8.18	<p>The selected Bidder will be liable for all the deliverables. 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. The Bidder"s liability in case of claims against NPCI resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited</p>	<p>Request change:The selected Bidder will be liable for all the deliverables. 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. 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 Terms

32		25	8.20	<p>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;</p> <p>i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected.</p> <p>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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.</p>	<p>Request change:In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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, provided such excess cost does not exceed 10% of the value of the goods or services.</p>		No change in RFP Terms
33		25	8.21	<p>For Convenience: 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 may 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 shall consider request of the bidder for pro-rata payment till the date of termination.</p> <p>For Insolvency: NPCI at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.</p> <p>For Non-Performance: 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).</p>	<p>Request change:NPCI shall pay to bidder for goods delivered or services rendered, cost incurred, or irrevocable committed to , upto the effective date of termination.</p> <p>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:</p> <p>(a) To have any portion completed and delivered at the Contract terms and prices ; or</p> <p>(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.</p>		No change in RFP Terms

34		28	8.28	Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/nonperformance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.	Request changeBidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/nonperformance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder. Any amount so fixed by NPCI shall be limited to the total value of Purchase Order.		No change in RFP Terms
35				Clause not present in RFP	Request addition: 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. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer		No addition of the Clauses suggested is acceptable to NPCI; Hence no change in RFP Terms.
36				Clause not present in RFP	Request addition: Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer		No addition of the Clauses suggested is acceptable to NPCI; Hence no change in RFP Terms.
37				Clause not present in RFP	Request addition: 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.		No addition of the Clauses suggested is acceptable to NPCI; Hence no change in RFP Terms.
38				Clause not present in RFP	Request addition: 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.		No addition of the Clauses suggested is acceptable to NPCI; Hence no change in RFP Terms.

39		8.17	Indemnity	<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 etc. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.</p>	<p>Request change: The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all <u>third party</u> 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 etc. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.</p>		No change in RFP Terms
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40		8.24	Compliance with Applicable Laws of India	<p>The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and</p>	<p>Request change: The Bidder confirms to NPCI that it complies with all <u>applicable</u> Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all <u>third party</u> claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep</p>		No change in RFP Terms
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41		8.26	Intellectual Property Rights	<p>All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. 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. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.</p>	<p>Request to delete thieclause and insert the follwoing:</p> <p><u>Retained Rights. Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.</u></p> <p><u>Deliverables. Subject to the terms of this Agreement, and upon payment of the applicable fee, except the customizations done on Wipro Materials, Wipro assigns and will assign to Company the intellectual property rights in Deliverables created hereunder.</u></p> <p><u>Wipro Materials. To the extent material that is used in, enhanced, or developed in the course of providing services hereunder and such material is not identified as a Deliverable, is of a general abstract character, or may be generically re-used, Wipro owns (or will own)</u></p>		No change in RFP Terms
42		4.00	Offer letter	<p>Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.</p>	<p>Request change: Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify blacklist us and forfeit bid security.</p>		No change in RFP Terms
43		Annexure D	Declaration for Clean Track Record	<p>I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for RFP No. NPCI/RFP/2016-17/IT/10 dated 23.12.2016 - Request for Proposal for Supply, Installation, Commissioning and Maintenance of Network Packet Analyzer Solution". I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.</p>	<p>Request cha nge: I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for RFP No. NPCI/RFP/2016-17/IT/10 dated 23.12.2016 - Request for Proposal for Supply, Installation, Commissioning and Maintenance of Network Packet Analyzer Solution". I hereby declare that my company has not been <u>is not currently</u> debarred/black listed by any Government / Semi Government Private organizations in India abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.</p>		No change in RFP Terms

44		5.00		The bidder should not be currently blacklisted by any bank / institution in India or abroad	Request change: The bidder should not be currently blacklisted by any Public Sector bank / Government institution in India or abroad .		No change in RFP Terms
45		12	Refer section-4.1 Eligibility Criteria--- Point no 6	The bidder should have at least 2 live installations in any two institutions in India with support as on the date of submission of the bids.	Kindly change this to- " The proposed solution should have at least 2 live installations in any two institutions in India or globally with support as on the date of submission of the bids."Or The bidder should have reference in implementing similar sloution like Security Analytics in India with support as on the date of submission of the bids		No change in RFP
46		29	Hardware specifications	1.The solution MUST support 1G interfaces	Kindly mention total amount of incoming traffic throughput per DC (Peak/Avg) and required data retention period.		Presently peak of 300 Mbps & Average of 100 Mbps
47		29	Hardware specifications	2. The solution MUST support minimum of 10 capture interfaces & 1 management interface	Kindly clarify on distribution of 10 capture interface, is it 10 interface per DC OR there are some other distrubution method applicable to these 10 interface. What will be data retention period per interface? Any consideration for stand by hardware for HA per DC?	We assume that management interface here referes to packet analysis console where all probe can be connected at centralized console for analysis and troubleshooting purpose	We need 10 interfaces per DC. The data retension period is not w.r.t specific interface. We do not expect all the interfaces to be used simultaneously. Management interface - Your understanding is correct.
48		29	Management & Reporting	9. The solution MUST provide a central management console with probes being distributed across multiple geographical locations		Our assumption is that this requirement is to connect mutiple or all probe from 3 DC using one interface for packet download and analysis.	Yes
49				10.The solution MUST have the capability to provide centralized reporting	As discussed, all probe should able to connect centrally using one console however report and analysis will be separate for packet belonging to different probe.		Yes
50				18. The reports content SHOULD be user-selectable			We should be able to generate the report with different filters (IP addresses, conversations, application port, bandwidth usage, etc.)
51		31	Packet Capture & Analysis	47.The solution SHOULD have the capability to identify and track ISO 8583 transaction errors and messages	Kindly provide more detail on this requirement & expected delierables?		ISO 8583 is the standard used in PCI for financial transactions & uses request / response method. The solution should be able to recognize this request/response messages
52				48.The solution MUST be PCI DSS compliant	Kindly suggest, does this referes to packet broker OR packet analysis engine? Is it referring to have some compliance certificate OR compliance features like data security/masking,encryption, useretc...		This refers to the compliance features.

53		31	Storage requirements	The solution MUST have the capability to mask the card information available in the captured data when it is stored	Kindly confirm if NPCI is using any existing packet broker solution which can be relied upon to mask required field or NPCI is open to have packet broker which can mask sensitive info and then feed packet to capture engine for analysis? Also suggest if you are open for 3rd party packet broker solution in case its already not in place.	Masking & unmasking mainly delivered by 3rd party packet broker engine, some OEM sell both Packet broker and packet capture engine and some OEM only sell either of them.	We do not have any existing solution. We expect the new solution to mask the sensitive data when it is stored. It is upto the bidder to decide on the relevant method/ tool of masking. But the 3rd party tool should be PCI compliant and the bidder should ensure that the necessary backend support is available from 3rd party. NPCI will not interact with the 3rd party
54		49	TYPE - B	Requirements for appliances to be installed at member banks	Kindly suggest:: How many member banks are in scope and in total how many interface capture required per bank? What will be data retention policy.	This info require for sizing.	All these information are captured in page no 31,32 & 33 of the RFP. 1 capture interface per member bank.
55		29	Hardware specifications	1.The solution MUST support 1G interfaces	Kindly mention total amount of incoming traffic throughput per DC (Peak/Avg) and required data retention period.		Presently peak of 300 Mbps & Average of 100 Mbps
56		29	Hardware specifications	2. The solution MUST support minimum of 10 capture interfaces & 1 management interface	Kindly clarify on distribution of 10 capture interface, is it 10 interface per DC OR there are some other distrubution method applicable to these 10 interface. What will be data retention period per interface? Any consideration for stand by hardware for HA per DC?	We assume that management interface here referes to packet analysis console where all probe can be connected at centralized console for analysis and troubleshooting purpose	We need 10 interfaces per DC. The data retention period is not w.r.t specific interface. We do not expect all the interfaces to be used simultaneously. Management interface - Your understanding is correct.
57		29	Management & Reporting	9. The solution MUST provide a central management console with probes being distributed across multiple geographical locations 10.The solution MUST have the capability to provide centralized reporting 18. The reports content SHOULD be user-selectable	All probe should able to connect centrally using one console however report and analysis will be separate for packet belonging to different probe.	Our assumption is that this requirement is to connect mutiple or all probe from 3 DC using one interface for packet download and analysis.	YES
58		31	Packet Capture & Analysis	47.The solution SHOULD have the capability to identify and track ISO 8583 transaction errors and messages	Kindly provide more detail on this requirement & expected delierables?		ISO 8583 is the standard used in PCI for financial transactions & uses request / response method. The solution should be able to recognize this request/response messages
59				48.The solution MUST be PCI DSS compliant	Kindly suggest, does this referes to packet broker OR packet analysis engine? Is it referring to have some compliance certificate OR compliance features like data security/masking,encryption, useretc...		This refers to the compliance features.

60		31	Storage requirements	The solution MUST have the capability to mask the card information available in the captured data when it is stored	Kindly confirm if NPCI is using any existing packet broker solution which can be relied upon to mask required field or NPCI is open to have packet broker which can mask sensitive info and then feed packet to capture engine for analysis? Also suggest if you are open for 3rd party packet broker solution in case its already not in place.	Masking & unmasking mainly delivered by 3rd party packet broker engine, some OEM sell both Packet broker and packet capture engine and some OEM only sell either of them.	We do not have any existing solution. We expect the new solution to mask the sensitive data when it is stored. It is upto the bidder to decide on the relevant method/ tool of masking. But the 3rd party tool should be PCI compliant and the bidder should ensure that the necessary backend support is available from 3rd party. NPCI will not interact with the 3rd party
61		49	TYPE - B	Requirements for appliances to be installed at member banks	Kindly suggest:: How many member banks are in scope and in total how many interface capture required per bank? What will be data retention policy.	This info require for sizing.	All these information are captured in page no 31,32 & 33 of the RFP. 1 capture interface per member bank.
62		12	Refer section-4.1 Eligibility Criteria--- Point no 6	The bidder should have at least 2 live installations in any two institutions in India with support as on the date of submission of the bids.	Kindly change this to- " The OEM/SI should have at least 2 live installations in any two institutions in India or globally with support as on the date of submission of the bids."		No change in RFP
63		21		8.7 Penalty for default in delivery If the bidder does not deliver the material as per purchase order delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the purchase order for each week's delay to a maximum of 5% of the total undelivered value of the goods,	We request to change the clause If the bidder does not deliver the material as per purchase order delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the delayed item for each week's delay to a maximum of 5% of the total undelivered value of the goods,		No change in RFP Terms
64		23		8.15 Payment Terms: 8.15.1 Payment Schedule for hardware: a) 20 % of the hardware cost will be paid on delivery of hardware. b) 80 % of the hardware cost will be paid after acceptance of the solution.	We request to change Payment Schedule for hardware & Software required for solution: a) 70 % of the Solution cost will be paid on delivery of hardware per site b) 30 % of the Solution cost will be paid after acceptance of the solution per site		No change in RFP Terms
65				8.20 Order Cancellation In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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.	We request NPCI to confirm that bidder will not be liable to make any refund towards products already delivered and services already accepted.		No change in RFP Terms

66		23		<p>8.9 Service Level Requirements: A guaranteed uptime of 99.5% per annum. Support SLAs: □ Critical incidents will be responded immediately and resolved within specified SLA Device SLA"s:</p> <p>a. Device or spare parts replacements will be provided by next business day/ 24 hours . It is the responsibility of Bidder to coordinate with OEM to provide replacement. NPCI will not involve in arranging the device.</p> <p>8.10 Penalty on non-adherence to SLAs: The following clause is applicable to 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 1 calendar day delay beyond 24 hours and penalty would be maximum of INR 50,000.</p>	<p>we request NPCI to change this to "A guaranteed uptime of 99% per annum. Support SLAs: □ Critical incidents will be responded immediately and resolved within specified SLA Device SLA"s:</p> <p>a. Device or spare parts replacements will be provided by next business day/ 24 hours . It is the responsibility of Bidder to coordinate with OEM to provide replacement. NPCI will not involve in arranging the device.</p> <p>8.10 Penalty on non-adherence to SLAs: The following clause is applicable to critical incidents. Any violation in meeting the above SLA requirements which leads to critical incident, NPCI shall impose a penalty of INR 5000/- (Indian Rupees five thousand only) for each 1 calendar day delay beyond 24 hours and penalty would be maximum of INR 25,000.</p>		No change in RFP Terms
67				<p>8.10 Penalty on non-adherence to SLAs: The following clause is applicable to 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 1 calendar day delay beyond 24 hours and penalty would be maximum of INR 50,000.</p>	<p>We request NPCI to change the clause as; During warranty period overall penalty will be upto a maximum 10% of the total Hardware value per location During AMC period overall penalty will be upto a maximum of 10% of the quarterly AMC payable per location</p>		No change in RFP Terms
68		10	4	<p>The successful Bidder shall execute back-to-back agreement for the required infrastructure and if required by NPCI, tri-party agreement should be signed between NPCI, Bidder and the OEM (in the event of Bidder and OEM being different</p>	<p>since the project execution shall be the responsibility of the successful Bidder, we request NPCI that the agreement should also be a bi-party agreement between NPCI and the successful bidder.</p>		No change in RFP Terms
69		21	8.6	<p>The Equipment consisting of hardware and software, for NPCI DC and Member Banks shall be delivered within 6 weeks of acceptance of the Purchase Order. The installation and implementation of the solution should be carried out within 4 weeks from delivery date</p>	<p>We request NPCI to allow the bidder to complete the project within (Including delivery and Implementation) 10 weeks from the date of acceptance of the Purchase Order, Instead of bifurcating the timelines for Delivery and installation</p>		No change in RFP Terms
70		21	8.7	<p>If the bidder does not deliver the material as per purchase order delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the purchase order for each week"s delay to a maximum of 5% of the total undelivered value of the goods</p>	<p>the penalties applicable for late delivery should be on applicable @ 0.5% of the undelivered value of the goods / services, instead of the Total value of the purchase Order. Request the Bank to modify / amend the clause</p>		No change in RFP Terms

71		22	8.8	AMC cost should not be less than 8% of the hardware cost	We understand that the Total AMC cost (year 4 and 5 put together) should not be less than 8% of the Hardware cost. Please confirm if our understanding is correct.		The clause implies that AMC for each individual year(4th year and 5 year individually) should not be less than 8% of the hardware cost.
72		23	8.11	Price shall remain fixed for a period of 12 months from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.	Clause 5.10, Page 14 of the RFP mentions the validity of the bids to be 180 days after the date of bid opening. Hence, we request NPCI that the price validity to also be in line with the bid validity (i. e. 180 days). We request the Bank to consider the same timeline for Price validity as well.		No change in RFP Terms
73		23	8.15	8.15.1 Payment Schedule for hardware: a) 20 % of the hardware cost will be paid on delivery of hardware. b) 80 % of the hardware cost will be paid after acceptance of the solution.	Request NPCI to amend the payment terms as follows. a) 80 % of the hardware cost will be paid on delivery of hardware. b) 20 % of the hardware cost will be paid after acceptance of the solution.		No change in RFP
74		25	8.2	Order Cancellation	We request NPCI to provide a cure period to rectify and issues / defaults. However, in case of Order cancellation, the Vendor should be paid by NPCI till the date of services availed. (including payments for any supplies products / services)		No change in RFP Terms
75		54	Annexure N	Indicative commercial bid format	We request NPCI to provide separate line items in the price bid format for Installation and 3 years Warranty, apart from the Product price and AMC. Installation and Warranty cannot be clubbed with the product as they attract separate taxation rates		No change in RFP terms as prices to be quoted are exclusive of taxes.
76		21	8.6	Terms of Delivery-The Equipment consisting of hardware and software, for NPCI DC and Member Banks shall be delivered within 6 weeks of acceptance of the Purchase Order. The installation and implementation of the solution should be carried out within 4 weeks from delivery date	we request NPCI to change the delivery timeline to 8 weeks.		No change in RFP Terms

77		24	<p>8.17</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 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 etc. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.</p>	<p>To make the contract reasonable and commercially viable as per standard practice observed within the industry, we request that the indemnity clause to be worded as follows; Indemnity shall only be restricted to third party claim for (i) IPR Infringement indemnity, and (ii) bodily injury and death and tangible property damage due to gross negligence and wilful misconduct.</p> <p>The process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.</p> <ul style="list-style-type: none"> • “Gross Negligence” means a party’s failure to perform a manifest duty at law (not being a contractual breach alone) with a wanton and reckless disregard of the consequences of such failure to the life or property of the other party. • “Wilful Misconduct” means any act or failure to act which was a deliberate and wrongful act or omission, and was done or omitted with the malicious intent to cause harm to the other party. 		No change in RFP Terms
78		25	<p>8.18</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 value of the contract/purchase order.</p> <p>The Bidder’s liability in case of claims against NPCI resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>We request NPCI to modify this clause to be read as follows:</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 the total payments made in last 12 months under this purchase order with NPCI hereunder.</p> <p>Neither party shall not be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damage.</p>		No change in RFP Terms

79		25	8.2	<p>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;</p> <p>i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected.</p> <p>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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.</p>	<p>Bidder requests that any such cancellation shall be exercised by NPCI only in case of material default solely and directly attributable to Bidder alone. Also, order cancellation shall be the last resort after exhausting the rights available to NPCI under Section 8.7 (Penalty for default in delivery). It is not clear what will constitute a "Serious discrepancy". Please clarify. Cancellation of order for sub-section (iii) of Section 8.20 is very broad. Even if an information submitted turns out to be incorrect but was not submitted with dishonest intention or was submitted in good faith by Bidder or which hardly impacts the delivery, shall not be used as a reason to cancel the order in detriment to the Bidder. The only remedy that Bidder may offer under this clause for such order cancellation for a material default set forth above will be refund of any advance payment received by Bidder in respect of the concerned order.</p>		No change in RFP Terms
80		26	8.21	<p>For Non-Performance: 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).</p>	<p>The RFP has detailed service level requirement at instance level, quarterly uptime of 99.5 %. For each of these instances, the parties under the SLA have agreed for service credit (Penalty). Termination is always used as a last resort and therefore it is important for the RFP to capture that only in case of "material breach" that adversely impact client should be ground for termination after providing a reasonable notice and cure period.</p>		No change in RFP Terms