

**RFP for procurement of Network Routers, Switches and Firewalls - Phase II - NPCI/RFP/2016-17/IT/12 dated 19.01.2017**

**Response to consolidated list of Pre-bid queries**

S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
1	Section 9 - Technical Specifications	34	1.0.1	CON-SSS2P-ASR1006X	Request you to ammend this to "CON-3SNTP-ASR1006X"	We are requesting you to ammend OEM support from Solution support of 24*7*2 to Smartnet 24*7*4 for entire ASR 1006X router as it conflicts with point no. 10 on page no. 10 of RFP	Ok. Please refer Corrigendum
2	Section 9 - Technical Specifications	35	1.17	ASR1KX-AC-1100W-D	Considering power consumption of ASR components, request you to ammend power supplies from 2 to atleast 4 nos. to have N+N power supply redundancy		Ok. Please refer Corrigendum
3	Section 9 - Technical Specifications	35	Table B	Table B: Device: Switch, Make: CISCO Model : Nexus 9504 Quantity : 4	Kindly clarify on total nos. of switches required.		Four ( 2 at Chennai DC and 2 at Mumbai DC)
4	Section 9 - Technical Specifications	36	1.2	SFP-10G-SR	Request you to ammend this to "SFP-10G-SR-S" optics	Recently Cisco NXOS software has started supporting for SFP-10G-SR-S optics which are more cost optimized as compare to "SFP-10G-SR" optics	Ok. Please refer Corrigendum
5	Section 9 - Technical Specifications	42	Table I	Table I: Device: TACACAS, Make: CISCO Model: SNS 3595 AAA SERVER - Quantity: 4	Request you to ammend "SNS-3595-ACS-K9" to "SNS-3595-K9" and procure 7000 ISE base licenses and single TACACS licenses	These will assist you to use either ACS image or ISE image retaining same feature set of radius and TACACS functionality	OK, Provide case study where "SNS-3595-K9" implemented with ISE Base licences. Please refer Corrigendum
6	Section 4- Eligibility Criteria	12	3.a	The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2013-14, 2014-15, 2015-16 or Calendar years 2013, 2014, 2015 or the Bidder"s financial years.	we request you to allow the Parent company financials to be submitted in case the bidding entity is the 100% subsidiary of the Parent company		No change in RFP terms

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7	Taxes and Duties	21	8.50	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 shall be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to supplier by NPCI at actual on production of original receipt.	In case of change in Tax rate / regime of Taxes i.e. Goods and Service Taxes (GST) the same would be applied on the Base price and chargeable to the customer as per actuals at time of invoicing. Taxes indicated in the bid prices are indicative of current rates, however in case of upward revision the same to be paid by customer Also, in case of statutory and regulatory documents related to Taxation required, the same would be provided by the Customer		RFP is self explanatory - Kindly refer Clause 8.5.
8	Payment terms	26	8.17	Hardware <input type="checkbox"/> 20% payment shall be made to the Bidder after delivery of the Hardware at NPCI's Sites. <input type="checkbox"/> 80% payment will be made after successful installation and acceptance of the Hardware at NPCI's Sites  AMC <input type="checkbox"/> Payment shall be made quarterly in arrears after the expiry of warranty.	Hardware <input type="checkbox"/> 80% payment shall be made to the Bidder after delivery of the Hardware at NPCI's Sites. <input type="checkbox"/> 20% payment will be made after successful installation and acceptance of the Hardware at NPCI's Sites  AMC <input type="checkbox"/> Payment shall be made quarterly in advance .		No change in RFP terms
9	Termination of Contract	29	8.26	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.	we request for the delation of this clause as OEM will activate the AMC only when bidder pay the AMC price in advance, or in case of termination NPCI must compensate the Bidder for the loss by paying resonable termination fee.		No change in RFP terms
10	Section 9 - Technical Specifications	34	1.0.1	CON-SSS2P-ASR1006X	Request you to ammend this to "CON-3SNTP-ASR1006X"	We are requesting you to ammend OEM support from Solution support of 24*7*2 to Smartnet 24*7*4 for entire ASR 1006X router as it conflicts with point no. 10 on page no. 10 of RFP	Ok. Please refer Corrigendum
11	Section 9 - Technical Specifications	35	1.17	ASR1KX-AC-1100W-D	Considering power consumption of ASR components, request you to ammend power supplies from 2 to atleast 4 nos. to have N+N power supply redundancy 2 of 6		Ok. Please refer Corrigendum

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15	Key Deliverables:	22	8.6 Sr. No. 19	NFS & CTS Member banks	Please share location details of NFS & CTS Member banks		Will share the details during technical discussions.
16	Scope of work	10	3.1 (5)	Design high availability for the CORE LAN network and various failovers scenarios need to considered. Design, migrate and Implement perimeter network security, establishing secure communication architecture between NPCI and Member's banks.	Please share the high level solution details with expected configurations for CTS Core switch, DMZ Switch & perimeter switch		NPCI will share necessary detail during the technical discussion to vendor to create HLD & LLD with Failover scenarios
17	Section 8, Terms and conditions	21	8.9	If the Bidder does not deliver the switches, firewalls, TACACAS servers and routers as per the above delivery period, 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 subject to a maximum of 5% of the total value of the Order, without prejudice to any other right or remedy available under the Purchase Order	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		No change in RFP terms

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18	Section 8, Terms and conditions	24	8.11	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 <u>each individual year</u> (4th year and 5 year individually) should not be less than 8% of the hardware cost.
19	Section 8, Terms and conditions	25	8.14	Price shall remain fixed for a period one (1) year 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 145 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
20	Section 8, Terms and conditions	26	8.17	8.15.1 Payment Schedule for hardware: - 20% payment shall be made to the Bidder after delivery of the Hardware at NPCI's Sites. - 80% payment will be made after successful installation and acceptance of the Hardware at NPCI's Sites.	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 terms
21	Section 8, Terms and conditions	29	8.25	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 available. (including payments for any supplies products / services)		No change in RFP terms
22	Section 10	76-77	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

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23	Indemnity	27	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 etc.</p> <p>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;</p> <p>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"> <li>• “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.</li> <li>• “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.</li> </ul>		No change in RFP terms
24	Bidder's Liability	27	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>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 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

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25	Order Cancellation	29	8.25	<p>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>We request NPCI to modify this clause to be read as follows because the clause on order cancellation provides subjective right to cancel the order apart from the right to seek refund of the payment already made along with interest.</p> <p>In case of default the NPCI already has the right to terminate and approach the court for any damage in line with terms of the RFP apart from invoking the Performance Bank Guarantee ("PBG").</p> <p>This clause of order cancellation shall only be applicable till commissioning (subject to written notice and cure period of not less than 30 days) and once the bidder commissions the project and the same is accepted by NPCI this clause shall not be applicable. We also request that clarity be provided that in case of cancellation of order by NPCI the bidder is liable to pay only differential cost and that too in the event the cancellation is resorted by NPCI due to reason solely attributable to bidder subject to maximum of amount of PBG.</p>		No change in RFP terms
26	Termination	29	8.26	<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 requirements. For each of these instances, the parties under the SLA have agreed for service credit /Penalty in case of default from the Bidder.</p> <p>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 of 30 days. If the Bidder is not able to cure the material breach within the aforesaid cure period and the material breach is solely attributable to the Bidder then NPCI can terminate the Contract.</p>		No change in RFP terms