

RFP No:11-12\0016 dated 05.01.2012 For Supply, installation, Commissioning and maintenance of Hardware and Software for NPCI eCommerce solution

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1		48	S8-Hardware	CON-SNT-AS18BUNK9	Please let us know what is the corresponding Product Part code for this Support Line Item.		CON-SNT-AS2BUNK9 - SMARTNET 8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES
2		48	S8-Hardware	CON-SNT-AS18BUNK9 - SMARTNET 24x7 ASA5520 w/50 VPN Peers, 3FE, 3DES/AES	CON-SNT is 8X5XNBD Support. CON-SNTP is 24X7X4 Support	Switches are at SNTP and Firewall is at SNT. Please clarify what type of Support is required.	SNT Support 8X5XNBD is required for firewall
3					Please confirm if any additional Router is required for Link Termination		No Change in Terms of RFP
4		56	S19- Microsoft Windows	Microsoft Server Standard 2008 R2 (SPLA)	Please confirm which licensing model (SPLA or MVL) and whether server based licenses or Processor based. License+Software Assurance is required or License only.	SPLA is applicable only if the solution is hosted at SI premise (outsourced model) If licenses are server based then let us know the number of users (CAL)	The standard edition licenses are required. The SA is required for 5 years.
5		56	S20 – MICROSOFT DATABASE SOFTWARE	SQL Server Standard 2008 R2, 64 bit(SPLA)	Please confirm which licensing model (SPLA or MVL) and whether server based licenses or Processor based. License+Software Assurance is required or License only	SPLA is applicable only if the solution is hosted at SI premise (outsourced model) If licenses are server based then let us know the number of users (CAL)	The processor based licenses are required under MOLP. The SA is required for 5 years.
6		14	Section 3.4	Hardware Requirements	Is passive cabling from rack to rack part of this bid	There is no mention in the RFP	Yes
7					Who will liaison with the ISP for server commissioning over Internet if required.		No Change
8					Is IP address design also part of this RFP	There is no mention in the RFP	yes
9					There is no mention of any timeline for completion of the project		Please refer clause 8.6 Delivery schedule on page 30
10		99	S9	Annexure C2 Switch- CISCO 3750x- 48TS, Qty 4	The section contradicts with Section 3.4 Hardware Requirement where 6 such switches are required, 4 for PR and 2 for DR sites.		The 2 switches each are required for PR, DR and Test setup.

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11		15	S21	Vmware 5 Enterprise	Is SI is suppose to do Physical to Virtual of existing setup in Vmware 5 VMs? If yes, how many P toV's are expected to be done? Also if PtoV is to be done then what are the application, DB etc, is to be converted to Virtual Servers? Is capacity planning done? if yes, can it be shared to bidders?		It is a new requirement hence migration from Physical to Virtual is not required. However the design has to be provided by system integartor based on BOM provided in the RFP
12		15	S23/S26	Oracle Golden Gate/Doubletake	count shows 16. is it only meant for MS SQL database which is as per requirement in RFP? Or the OGG is going to be used for other databases as well? If yes which are there and there count is required? Similarly OGG & Doubletake Availability software Is used for Continuos replication or just for data / server migration? if it is used for Continuos replication or Disaster recovery purpose, then whether setting up DR and achievining RPO, RTO is in bidder scope? if it is then what is RPO & RTO?		The OGG/ doubletake will be used for Data replication. RPO-15 mins RTO-45 mins
13		46	SANBOX	RAID Controller	RAID support for RAID 5, RAID 6, RAID 10 and RAID 50. Dual controllers for redundancy.	Can we know the application of RAID50 requirement in this setup? If it just added, then whether is the SAN Storage need to support this?	SAN storage should support the feature
14		15	S20	MS SQL 2008	Will this DB servers in Virtual or physical server environment? How is the database backup planned?		DB server will be in Virtual environment.
15		15	S17	BarracudaWare Yosemite Backup	Can we know the clients required for the same? Willit be requiried only to take Windows backup? What about DB & Vmware backup requirements?		Backup to be taken for windows DB & VM ware
16		30	8.8	Warranty & Maintenance	Support Window	Assuming support window to be 24x7. Pls confirm	Yes
17		30	8.8	The Bidder shall provide Software Updates/Patches free of cost for Hardware and software supplied to NPCI during warranty and maintenance period of 3 years and 2 years respectively	Upgrades of the same Version shall be supplied free of cost while any upgrades which is chargeable from OEM (Software + license), NPCI will have to procure the same.		The bidder has to include OEM support charges along with license cost for all software for 3 yrs & 2 yrs for AMC during the warranty period any version upgrades will be made available to NPCI at no extra cost.
18		31	8.1	Penalty for default in Maintenance	Request NPCI to put a maximum cap of 5% of the AMC value		No Change in terms of RFP

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19	Section 9	56	S16 – Server Management Software	OEM Software	Please clarify,What does it mean by "OEM Software"? Does it mean it should be come from Server Vendor or any other Server Management software vendor?	What are the functionality NPCI is looking for this "Server Management Software"	Server Management Software should be provided from server vendor.
20	Section 9	56	S17 – BACK SOFTWARE FOR WINDOWS	BarracudaWare Yosemite Backup	1. Please clarify,Why are you looking for specific backup software? 2. Are you looking for any specific functionality of the mentioned backup software? 3.Please mentioned those functionality. 4. Will Bidder supply license and implement the required backup software? or will Bidder do the implementation only?	Does any other backup software with similar functionality will be eligible for bidding this requirement?	Yes Optionally HP data protector with 1 sever license and support for existing IBM TS 3100 LTO tape drive & 8 online agents are required.
21	Section 9	57	S23 – DATABASE REPLICATION SOFTWARE	Oracle Golden Gate	Why is NPCI looking for specific Replication software? Can we propose other softwares which gives the same funtionality and rreliability? Are they looking for any specific functionality of the mentioned replication software ? Please mentioned those functionality.	Does any other replication software with similar functionality will be eligible for bidding this requirement?	NPCI has asked for OGG & double take software NPCI will decide any one of them or both this is our internal decision based on skill set avalability with our ASP.The bidder should quote unit price for both products & there should not be restriction on number the units procured by NPCI the price quoted should be independent of quantiteis.
22				All HW and SW	All HW and SW are vendor specific. Actually specification needs to be more borad based covering most of products in markets. If the application requires specific vendor product then it should be mentioned so. Broad based spec will provide NPCI with commercial benefits. If it is vendor specific; why specific vendor should sell at competitive rate?	Also integration is only mentioned. But details not mentioned for effort estimation.	The integration of all hardware and software as per requirement of ecommerce solution is expected from bidder.NPCI will provide impleemtation guide tio successful bidder.
23			S-4	WEB APPLICATION FIREWALL APPLIANCE	Management Device: Model of the Imperva Web Application Firewall Management device should be <u>Imperva Secure Sphere M150. n RFP it was just mentioned as a MX only</u>	Suggesting Imperva MX appliance model M150	Imperva MX or latest model is required.
24			S-5	WEB APPLICATION FIREWALL APPLIANCE	In RFP, the model name was referred as "G4", which is currently renamed with the model name "X2500".	Model of Web Application Firewall appliance should be <u>Imperva Secure Sphere X2500.</u>	Imperva G4 gateway or latest model required.
25			S1,S2,S3	Host Security Module	1) What all applications are required to be integrated with HSM?		The implementation guidelines will be provided to successful bidder.
26				Host Security Module	2) What is the exact scope of Integration with HSM and DataSecure? Please elaborate.		
27				Host Security Module	3) Since SafeNet Data Secure is asked, what all Databases NPCI wants to protect?		

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28				Host Security Module	4) Please elaborate on scope of work for SafeNet DataSecure?		
29		46	S6-HARDWARE SAN Box- OS support	Windows 2000 server, Windows server 2003, Windows server 2008 including Hyper V, Windows Vista, Red Hat Enterprise Linux, SUSE Linux, Sun Solaris, IBM AIX, Bidder UX, MAC OS, VMWare ESX server (5.0 compatibility).	Since the Storage is iSCSI Storage; the OS mentioned below are not supported Windows 2000 Server, Windows Vista, IBM AIX, Bidder UX, MAC OS Request you to remove the same from the OS support matrix since it's primarily used for the VMware ESX Software		Support required for windows 2008 R2 Vmware, Vsphere 5.0 enterprise edition, Linux.
30		46	S6-HARDWARE SAN Box - Security	CHAP authentication Access control for iSCSI Access control for management interfaces including RADIUS support	For security reason it is recommended to have Management Network separate and have its own Authentication mechanism rather than RADIUS Support and hence Request you to remove point - "Access Control for Management interfaces including RADIUS support"		No change in terms of RFP.
31		47	S7-HARDWARE LTO Tape Drives - INTERFACES	SAS and SCSI interfaces available	The Tape Library can have either SAS or SCSI interface. Which one NPCI wants... The new Generation of LTO drives are coming with SAS and hence suggested to have SAS interface...		SAS interface to be provided on LTO5 tape drive with required cables & interface card on 'server2' (Total qty 4 nos). The Server should be able to connect to IBM TS 3100 with SAS interface.
32		47	S7-HARDWARE Transfer rate -TRANSFER RATE	Upto 1000 GB / hour	Transfer Rate mention is considering (2:1 compression)... Please clarify?		Yes considering compression.
33		50	S10-Hardware Servers1- Processor	2 socket/10 core each/256gb memory servers	Please specify the Speed of the Processor. Also it's highly recommended to have "Scalability upto 4 Sockets" mentioned so that NPCI will be able to achieve high VM density by upgrading the Server with additional CPUs rather than adding additional servers. In box upgradability is suggested for both CPU and Memory.		Scalability to 4 sockets required
34		50	S10-Hardware Servers1- Memory	256 GB DDR3 RAM	Memory Scalability is not mentioned. Request NPCI to add "Memory scalability to 512GB"		512 GB scalability
35		50	S10-Hardware Servers1- Network Adapter	8 nos. embedded GB NICs	We will provide the 8 nos. of GB NICs by providing an additional Network Adapter as most of the Servers has maximum 4 embedded NIC ports. Hope this is fine.		Requirement is of 8 nos of GB NIC ports.
36		50	S10-Hardware Servers1- Remote management	Suitable hardware and software for remote management, crashed system recovery and power control	For the Crashed System Recovery we would take the remote console and redeploy the OS image. Hope this is fine to achieve Crashed System Recovery.		No change in terms of RFP
37		51	S11-Hardware Servers2- Processor	2 socket/4 core each/32gb memory servers	Please specify the Speed of the processor?		2.26 GHz minimum

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38		51	S11-Hardware Servers2-Hard disk Drive	8 x 2.5" Hard Drive Option or 6 x 3.5" Hard Drive Option; Optional flex bay expansion to support half-height TBU Up to four 3.5" drives with optional flex bay, up to six 3.5" drives without optional flex bay, or up to eight 2.5" SAS or SATA drives with optional flex bay 4 X 2.5" (or 4 X 3.5") hard drive option with 3 nos. 146 GB hard disks of 15K rpm (2 disks in RAID1 and 1 disk as hot spare)	Please clarify as how many disks are required for NPCI and what's the maximum number for disk drives NPCI is planning to have in the Server?		3X300 GB HDD with 15K RPM SAS with RAID 1 2 Nos & 1 for Hotsphere.3 HDD based minimum shd be free
39		51	S11-Hardware Servers2-RAID Controller	PERC H200 (6Gb/s) PERC H700 (6Gb/s) with 512MB battery-backed cache; 512MB, 1GB Non-Volatile battery-backed cache SAS 6/iR PERC 6/i with 256MB battery-backed cache RAID controller card with 512 MB cache with RAID 0, 1 ,5 Support	PERC is "Vendor Specific" denomination and hence we will provide the equivalent model for which NPCI will need to be specific as what type of RAID controller is required among the listed various options.		Equivalent model is acceptable
40		51	S11-Hardware Servers2-Network Adapter	8 nos. embedded GB NICs	We will provide the 8 nos. of GB NICs by providing an additional Network Adapter as most of the Servers has maximum 4 embedded NIC ports. Hope this is fine.		Requirement is of 8 nos of GB NIC ports.
41		51	S11-Hardware Servers2-Manageability	Embedded Security Software (Serial, Parallel, USB Enable/Disable via BIOS)	Please note the Server does not have Parallel port and hence Enable/Disable via BIOS is not possible.		Ok
42		57	S23		Oracle Golden Gate	Please define if the licences for Golden Gate are based on the processors or are full user licences	Processor based license the bidder has to clearly mention definition for the processors to be considered for arriving at no of licenses required.
43		48	S8		Must be specified (Cisco ASA 5520)	Please clarify if CISCO AS 5520 is the acceptable model or the bidder is free to suggest any other make or model	No Change in Terms of RFP

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44		49	S9		Must be specified (Cisco C3750X 48TS)	Please clarify if CISCO C3750X 48TS is the acceptable model or the bidder is free to suggest any other make or model	No Change in Terms of RFP
45		56	S20		MICROSOFT DATABASE SOFTWARE	Requesting the corporation for the clarity if they require Enterprise edition Licenses or Std. Edition	Standard edition required.
46		20	5.7		The Bidder shall submit Earnest Money Deposit of Rs.10 lakh (Rupees Ten lakhs only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai valid for 6 months from the date of opening of bid	Can bidder submit a DD dated 3rd or 4th feb or earlier date and will be valid for six months from the date of issue of DD. Will it be accepted?	Acceptable
47	S12-Hardware, Load Balancer		Application Delivery Features	Comprehensive IPv4/IPv6 Support	To ensure that the mentioned hardware supports IPv6, the product must be certified by an International body like IPv6ready.org and DoT India. Proof of same must be submitted.		No Change in Terms of RFP
48	S12-Hardware, Load Balancer		Application Delivery Features	Advanced Health Monitoring	Device must be capable of being configured with multiple health checks for a single sever and support AND / OR logic of health checks to declare a server or a service UP or Down. It must also be possible to configure health checks and use AND / OR logic between Web, App and DB services and declare service as UP/Down if either or all of health checks fail.		No Change in Terms of RFP
49	S12-Hardware, Load Balancer		Application Delivery Features	TCL scriptable health check support	All health check configurations must be handled at device GUI and no scripting shall be used.		All health checkup configurations must be handled at device either GUI or Script or both
50	S12-Hardware, Load Balancer		Application Delivery Features	High Availability	Must support hardware redundancy with atleast one proprietary method and Industry standard VRRP for proper integration with other networking components.		No Change in Terms of RFP
51	S12-Hardware, Load Balancer		Application Delivery Features	Spam Filter Support Firewall Load Balancing Transparent Cache Switching Link Load Balancing Diameter Load Balancing DNS Application Firewall	These features are irrelevant for any Application load balancer. With so many features on a single appliance, the performance tends to deteriorate and thus hampers application experience for end user. Dedicated device for each feature must be considered for best performance.		No Change in Terms of RFP
52	S12-Hardware, Load Balancer		Accelaration & Security Features	HTTP Compression (Hardware based) Hardware based SSL Offload	The load balancer in its vanilla must be capable of performing HTTP compression and SSL offloading without any additional hardware components.		No Change in Terms of RFP

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53	S12-Hardware, Load Balancer		High Performance Scalable Platform	ACOS Operating System Multi Core, Multi CPU Support Linear Application Scaling Linux on Control Plane ACOS in Dataplane	Scalability and performance are factors of hardware. Pls consider scalability of throughBidderut i.e. through upgrade on device without changing hardware or software. SSL Connections upgrade on the device without hardware addition or software upgrade. Performance must be tested and rated by a 3rd party like Tolly. OEM must be in Leaders quadrant of Gartner Magic ADC.		No Change in Terms of RFP
54	S12-Hardware, Load Balancer		Networking	Routing - Static routes, IS-IS(v4/v6), RIPv2/ng, OSPF v2/v3, BGP4+	Loadbalancer functionality is all about load balancing the servers, port redirection etc. Hardware need not be involved in any complex routing environments and thus doesn't need to support IS-IS or BGP.		The GSLB is required for load balancing the internet traffic between PR & DR sites
56	Suggestions to be incorporated		Hardware Sizing		Load balancer must support throughput of minimum 8Gbps and must be scalable to 20Gbps on same hardware with just software license to ensure it can meet the future growth requirements. The hardware should also offer minimum SSL TPS of 5000 and must be upgradable to 1,00,000 on same appliance without addition of new hardware components or modules. Hardware must also have support for 10gig interfaces considering future connectivity.		No Change in Terms of RFP
57			OEM Presence		OEM of the proposed product must be operating in India for atleast 5 or more years. OEM should have regional presence with sales and technical people in Mumbai. OEM should be a Leader in Gartner's ADC Magic Quadrant. OEM should maintain stocks locally i.e. in Mumbai. OEM should have their own TAC center in India for faster response. OEM should have their own R&D center in India.		No Change in Terms of RFP
58			Hardware Performance and Stability		Product must be tested and certified by a 3rd party like Tolly. Product must have MTBF of atleast 8 yrs or more which is an indication of stability. OEM should have atleast 50 references of the proposed product across India.		No Change in Terms of RFP
59			System Integrator / Bidder		System Integrator must have national presence and should have support team in Mumbai. SI must have OEM certified engineers to ensure proper installation and support		No Change in Terms of RFP
60	Server	50	Display controller	Integrated Graphics card with 1024 X 768 resolution with 8 MB of video RAM	Please remove the same(The Video Fetures are for High End work station, not for compute server)		No Change in Terms of RFP
			Slots	2*PCIe X 8 And 2 *PCIe X 4 G2	Please change the PCIe X 4 to PCIe x8		No Change in Terms of RFP

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			Network Adaptor	8 Nos Embedded GB NIC	Please remove the Embedded, NIC are provided through PCI cards		As mentioned above
			Remote Mangement	Suitable Hardware and Software for remote mangement ,Crashed System recovery and Power control	Request to amend the same to remote mangement		No Change in Terms of RFP
61	Server	51	Hard Disc Drive	8 X 2.5 Hard Drive Option or 3.5 Hard Drive Option ; Optional Flex Bay Expansion To support Half -Height TBU , Up to Four 3.5 Drive With optional Flex bay ,Up to Six Drive With optional Flex Bay	Please clarify How many Hard drive are required, Generally Sevrrer support up to 8 Hard drive, Additional drive can be configured at the Storage mentioned in the Spec.		As mentioned above
			RAID Controller	PERC H200, H700 Battery backed cache	Please ament the same to RAID 0, 1, 5		As mentioned above
			Slots	2*PCIe X 8 And 2 *PCIe X 4 G2	Please change the PCIe X 4 to PCIe x8		As mentioned above
			Network Adaptor	8 Nos Embedded GB NIC	Please remove the Embedded, NIC are provided through PCI cards		As mentioned above
			Remote Mangement	Suitable Hardware and Software for remote mangement ,Crashed System recovery and Power control	Request to amend the same to remote mangement		As mentioned above
62	SAN BOX	46	OS support	Windows 2000 server, Windows server 2003, Windows server 2008 including Hyper V, Windows Vista, Red Hat Enterprise Linux, SUSE Linux, Sun Solaris, IBM AIX, Bidder UX, MAC OS, VMWare ESX server (5.0 compatibility).	Please amend the same to Windows server 2003, Windows server 2008 including Hyper V, Windows Vista, Red Hat Enterprise Linux, Sun Solaris, VMWare ESX server (5.0 compatibility).		As mentioned above
			RAID Controller	RAID support for RAID 5, RAID 6, RAID 10 and RAID 50. Dual controllers for redundancy.	Please amend the same to RAID 10, 5 and 6		As mentioned above
			Management interface	Serial console Ability to configure a separate management network SNMP, telnet, SSH, HTTP, Web (SSL), host scripting	1 X 10/100/1000 GbE		Separate 1X10/100/1000 Mb NIC as management inetrface
			Security	Access control for management interfaces including RADIUS support	Please amend the Same to Access control Mangement Interface		As mentioned above
61	8.21	35	Order cancellation	As per RFP	We request NPCI to provide notice period of 30 days for cure of default		No Change in terms of RFP

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62	8.21	35	Order cancellation	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 contract and any additional expenditure to be incurred by NPCI to appoint any other bidder. This is after repaying the original amount paid.	Request for the following modification: 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 for the undelivered goods/services immediately 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 contract and any additional expenditure to be incurred by NPCI to appoint any other bidder to the extent of 5% of the contract value for the undelivered goods/services . This is after repaying the original amount paid.		No Change in terms of RFP
63	63	32	Indemnity	As per RFP	Request for the following modification on Indemnity clause as we can agree on Indemnity for third party claims and not on breach of contract as the remedy for any breach of contract is damages and not indemnity:" Indemnity - The Bidder hereby indemnifies, protects and saves NPCI and holds NPCI harmless from and against <u>all third party claims</u> , losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from(i) an act of omission or commission of the Bidder, its employees, or employees of its partner in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, partner, partner's employees, who are deployed by the Bidder, under this contract, (vi) breach of confidentiality obligations of the Bidder, (vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement. The Bidder shall further indemnify		No Change in terms of RFP

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64	8.17	34	Bidder's Liability	In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of NPCI would be considered as a direct claim.	Request for the following modification: In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of NPCI would be considered as a direct claim.		No Change in terms of RFP
65	8.7	30	Penalty for default in delivery	If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, 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 value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.	If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, a penalty @ 0.5% of the <u>Undelivered</u> value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.		No Change in terms of RFP
66	8.5	30	Taxes and Duties	All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.	We propose that applicable taxes be exclusive of the Commercial Bid.		No Change in terms of RFP
				Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax/Service Tax, insurance, service taxes etc. Octroi shall be paid extra at actual against original octroi receipt.	In the alternate, it is proposed that in the event of any variation to the rate of applicable taxes or inclusion of new taxes during the Contract period, the same shall be adjusted from time to time to the Bid price, which shall be payable by NCPI.		No Change in terms of RFP
				The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to NPCI.			

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67	8.7	30	Penalty for default in delivery	If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, 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 value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.	We propose that NPCI grants a cure period of 7 days in the event of such delay.		No Change in terms of RFP
				In the case of delay in compliance with the order beyond 30 days of the stipulated time of delivery period, NPCI will have the right to cancel the order.	Post the cure period, a penalty @ 0.5% of the Undelivered Value shall be levied for each week's delay subject to a maximum of 5% of the value of such Undelivered Value.		No Change in terms of RFP
					The Liquidated Damages/Penalty prescribed under this clause shall be Bidder sole liability towards NPCI for such delays in delivery.		No Change in terms of RFP
					In the case of delay in compliance with the order beyond 30 days post the cure period, NPCI will have the right to cancel the order		No Change in terms of RFP
68	8.8	30	Warranty and Maintenance	All hardware supplied by the Bidder shall have comprehensive on-site Warranty of 3 years and 2 years Comprehensive maintenance from the date of Acceptance of system.	All Bidder branded hardware shall comply with the standard warranty provided therein. Bidder provides third party hardware that are not Bidder branded "AS IS" without any warranties of any kind, although original manufacturers may provide their own warranties.		No Change in terms of RFP
				The Bidder should guarantee the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by NPCI).			

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				<p>If during the Warranty Period any Goods are found to be damaged or defective or not acceptable ,they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of NPCI and if removed from the Site for such purpose, Bidder has to provide standby Goods till the original Goods are repaired or replaced / re-furnished, rendered All goods shall be removed and re-delivered to the NPCI by Bidder at its own cost.</p> <p>The Bidder shall provide Software Updates/Patches free of cost for Hardware and software supplied to NPCI during warranty and maintenance period of 3 years and 2 years respectively.</p>			
69	8.11	31	Alteration in the Bill of Material	<p>NPCI reserves the right not to procure any specific item(s) (hardware and/or software) from the prescribed Bill of Material.</p> <p>NPCI also reserves the right to procure increased or decreased number of specific item(s) (hardware and/or software) from the prescribed Bill of Material.</p>	<p>NPCI shall not be entitled to decrease the specification after the shipment/transfer of goods has been commenced by Bidder.</p> <p>Bidder will not be liable for any delays in supply in the event NPCI does not communicate of the increase in requirement within 7 working days prior to date of scheduled delivery.</p>		<p>The alteration in Bill of Material will be at the time of placing of order.</p> <p>In case of additional requirement, NPCI will place separate order.</p>
70	8.14	32	Price	Price shall remain fixed during the contract period. 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.	In the event of price being inclusive of applicable taxes, the price shall be subject to alteration in the event of change in rate of applicable taxes or in the event of inclusion of new taxes.		No Price change accepted
71	8.16	32	Indemnity		<p>Bidder will defend, settle and hold NPCI harmless against all third party claims arising out of:</p> <p>a) Gross negligence and willful misconduct solely attributable to Bidder or its agents and subcontractors</p>		No change in terms RFP

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					<p>b) Infringement of Intellectual Property Rights (IPR)</p> <p>c) Bodily injury resulting from the acts of Bidder employees</p> <p>In the event of claims arising in relation to infringement of IPR, Bidder will defend and settle such claims if NPCI:</p> <p>i) Promptly notifies Bidder of the claim in writing</p> <p>ii) Cooperates with Bidder in the defense of the claim; and</p> <p>iii) Grants Bidder the sole control in the defense of settlement of the claim</p> <p>iv) Does not make any statements of comments or representations about the claim without the prior written consent of Bidder.</p> <p>Indemnity will be limited to court awarded damages and shall exclude all indirect, consequential and incidental damages.</p>		
72	8.17	34	Bidder's Liability	The selected Bidder will be liable for all the deliverables.	Bidder's aggregate liability under this contract shall be limited to the actual payments received in the period of 12 months preceding the event of claim.		No Change in terms of RFP
				The Bidder's aggregate liability in connection with obligations undertaken as part of the Project 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.	Indemnity will be limited to court awarded damages and exclude all indirect, consequential and incidental damages.		No Change in terms of RFP. Indemnity for breach = provides a commitment to compensate in the event that such a breach occurred. liability for breach = the exposure (sometimes expressed in money terms within the contract, sometimes determined by the courts in the event of a proven legal case) that one party (to a contract) has to another party in the event that it did breach the contract.
				Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.			No Change in terms of RFP.

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73	8.18	34	Termination of Contract	For Convenience	Bidder proposes deletion of this para		No Change in terms of RFP
				For Insolvency	Termination to be effective only 30 days after the issue of written notice		No Change in terms of RFP
				For Non-Performance	Request to clarify meaning of "Repeatedly fails to deliver"		No Change in terms of RFP
					Bidderproposes provision of 30 day cure period to cure such non-performance by way of a written notice		No Change in terms of RFP
				Liquidated Damages	Bidder proposes provision of 7 days cure period to rectify the delays		No Change in terms of RFP
					Liquidated Damages to be provided @ 0.5% of the value of undelivered portion per week with a cap of 5% of such undelivered value applicable for that phase.		No Change in terms of RFP
74	8.2	35	Fraudulent and Corrupt Practice	NPCI will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.	Bidder proposes that Bidder be provided adequate opportunity for representation for the final determination by NPCI under this clause.		No Change in terms of RFP
75	8.21	35	Order Cancellation	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;	Bidder proposes provision of 30 day cure period to rectify such (a) discrepancies in performance; and (b) false/misleading or incorrect statements that may have been provided unintentionally.		No Change in terms of RFP
				a. Serious discrepancy observed during performance as per the scope of project	In the event of order cancellation, the payments shall be returned without any applicable interests. Bidder shall not be responsible for any additional expense towards appointment of a new Bidder.		No Change in terms of RFP
				b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.			No Change in terms of RFP

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				In case of order cancellation, any payments made by NPCI to the Bidder 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 contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.			No Change in terms of RFP
76		30	8.6	Delivery Schedule	The Hardware and software shall be delivered within 6 weeks from the date of acceptance of the Purchase Order. The hardware and software Installation should be completed within 2 weeks of delivery of the hardware and software. The complete integration should be completed with 9 weeks of date of acceptance of the Purchase Order. Complete integration means integration of the hardware and software with the NPCI eCommerce solution and pilot launch.	The e-commerce solution is a third-party solution, hence the time frame of 9 months for integration shall not be applicable to us for the overall integration, since once handed over the systems shall be support mode and any e-comm application installation is beyond our scope. Can the corporate relax this clause. Also we need a relaxation for the procurement and installation phase and suggest that the procurement phase be 8 weeks and installation be 5 weeks.	The integration of all hardware and software as per requirement of eCommerce solution is expected from bidder.

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77		30	8.7	Penalty for default in delivery	If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, 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 value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.	Can this be relaxed	No Change in terms of RFP
78		31	8.9	Resolution time and uptime	Mean Time to resolve for any hardware should not exceed 6 hours call to resolution.Uptime should be 99.9%on Quarterly basis for each site.	Requesting the bank to relax the resolution time, since the hardware vendor shall have a different resolution window	No Change in terms of RFP
79		31	8.10	Penalty for default in Maintenance	If the Bidder does not maintain 99.9% uptime of the systems on a quarterly basis or such authorized delays as may be permitted in writing by NPCI, NPCI shall impose a penalty @ Rs.10,000/- per day.	Can this be relaxed	No Change in terms of RFP
80		31	8.13- Point 4	Payment terms	100% payment shall be paid after successful Integration and acceptance of e-Commerce solution.	Payment Terms Point 4: How is the hardware vendor responsible for web commerce platform, where the e-comm software is from a third party? Requesting the corporation to relook at this clause.	Successful integration and acceptance of all Hardware and software as per ecommerce solution requirement.
81		32	8.13 Sub-clause 5	Maintenance	The successful Bidder is required to provide post warranty maintenance for the system for 2 years, the AMC charges will be paid quarterly in arrears.	Can the corporation relax this clause to accommodate a payment on annual basis before the beginning of the year.	No Change in terms of RFP
82		32	8.16 sub-clause (ii)	Indemnity	breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,	Too generic and open ended. The same can be subject to multiple interpretation, can it be relaxed.	No Change in terms of RFP

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83		32	8.16 sub-clause (iv)	Indemnity	misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,	To be clarified in order to specifically include infringements of IPRs by the bidder alone	No Change in terms of RFP
84		33	8.16	Indemnity	Bidder has to accept to indemnify against any claims made by third-parties or customers of NPCI	Can this be relaxed, Also Indemnity shall be limited to the clause on Limitation of Liability as per the Agreement to be entered between the parties.	No Change in terms of RFP
85		34	8.17	Bidder's Liability	Indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.	Indemnity shall be limited to the clause on Limitation of Liability as per the Agreement to be entered between the parties. Can indemnity against third party claims be relaxed.	No Change in terms of RFP
86		34	8.18	Termination of contract - Liquidated damages	If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total price for the phase with a cap of 5% of the price agreed for the phase.	can this be relaxed	No Change in terms of RFP
87		35	8.21	Order Cancellation	In case of order cancellation, any payments made by NPCI to the Bidder 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 contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.	Can this be relaxed	No Change in terms of RFP
88		37	8.25	Acceptance Test		The details/criteria of the said Acceptance Test	It will be provided to Successful Bidder.

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89		32	8.13-Point 5	Payment Terms	The successful Bidder is required to provide post warranty maintenance for the system for 2 years	Point – 5 – Maintenance: Will the corporation provision the following for the 2 year support? a. The sitting space for the personnel b. Communication and teleconference equipment and tools c. Monitoring tools d. Please clarify if the bidder needs to propose for a 24X7 manned onsite pool of resources for the 5 years of Warranty and AMC.	The support is required for all the logged calls on 24x7 basis during warranty and AMC period.
90		13	3.1	Points 2 & 3	Provide documentation for licenses.	Documentation for Lics.what is required?More details & clarity required.	No Change in terms of RFP
91		13	3.1	Point 7	Maintenance of Hardware, Software and Security appliances for a period of 5 years (3 years warranty and 2 years AMC)	Requesting corporation to clarify the sizing	
92		13	3.1	Point 13		NPCI wants quote for 5 Yrs. or for 3 Yrs with option for additional 2 Yrs?	
93		35	8.21	Point a	Serious discrepancy observed during performance as per the scope of project	The scope needs to be defined as the clause here is too open and ambiguous.	

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Additional Queries discussed in the Pre-bid					Existing Clause		Revised Clause
94		46	SAN BOX	Storage Controller	Dual 1 GbE controller with a total of 4 GB battery-backed memory (2 GB per controller) battery-backed memory provides upto 72 hours of data protection.		Dual controllers with 2 x 1 Gb ethernet and minimum 4 GB battery-backed memory (minimum 2 GB cache per controller). Battery backed memory upto 72 hours of data protection
95		46	SAN Box	Hard Disk Drive	At least 4 TB usable space is required SAN, RAID 50, 15 K SAS drives with global hot-swap and it must be on the Vmware 5.0 compatibility list		At least 4 TB of Formatted usable space. SAN RAID 50, 15 K SAS Drives with global hot swap spare disk and it must be on the Vmware 5.0 compatibility list
96		47	LTO Tape Drive	Number of Slots	Maximum of 8 slots of LTO4 tapes capacity but should be both upward and downward compatible from the tapes respectively. Number of slots should be scalable to 16 slots.		Maximum of 8 slots of LTO5 tapes capacity but should be both upward and downward compatible from the tapes respectively. Number of slots should be scalable to 16 slots.
97		48	Firewall		Make and Model (Must be specified)		CISCO ASA 5520
98		48	Firewall		Smartnet 24 x 7		Smartnet 8 x 5 x NDB
99		49	Switch		Make and Model (Must be specified)		CISCO C3750X 48TS
100					All Software		The bidder should include the cost of Subscription & Support charges of OEM for all software items mentioned in the RFP.
101		85	S11 - Server 2				SAS Interface card with cables required.