

PRE BID REPLIES FOR NPCI:RFP/2013-14/0030 DATED 06.11.2013- SUPPLY, INSTALLATION AND COMMISSIONING OF NETWORK COMPONENTS

S.No	Document Reference	Page No	Clause No	Description in RFQ	Clarification sought	Additional Remarks (if any)	Reply
1	RFP/2013-14/0030				What is the configuration that needs to be done on core switches?		NPCI will provide Configuration template during implementation
2	RFP/2013-14/0030				Is it just normal svi creations, routing configuration (OSPF, EIGRP etc.) or customer will share template with us?		NPCI will provide the configuration templete
3	RFP/2013-14/0030				What are the locations/City of switches, acs license, router module installations?		Switches & ACS License will delivered at Mumbai & Chennai DC,Router Mudules will be delivered at Mumbai Goregaon office
4	RFP/2013-14/0030				Can we install acs licenses from your centralized Mumbai locations?		Switches & ACS License will delivered at Mumbai & Chennai DC,Router Mudules will be delivered at Goregaon office
5	RFP/2013-14/0030				Is there any QOS, VRF configuration that needs to be done on switches?		Configuration template will be provided during implementation
6	RFP/2013-14/0030	12	5.6.2	Bid prices: Prices shall include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt.	The Price offered here is exclusive of taxes , all taxes & duties will be be charged extra as per the current rate of taxation in force.Any increase in taxes and duties will be passed on to customer. Any change in statutory taxes, duties and levies shall be borne by the customer on sufficient documentary proof is submitted by the Bidder.		No change in RFP
7	RFP/2013-14/0030	13	5.1	Validity of bids: Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.	Bidder will quote with a bid validity of 30 days from the date of submission of the BID.		No change in RFP
8	RFP/2013-14/0030	19	8.4	Terms of delivery: The Goods shall be delivered & installed within 10 (Ten) weeks from the date of receipt of the Purchase Order .	Bidder Will deliver the material within 6-8 weeks from the date of the receipt of the Purchase order.5 to 6 weeks time for installation from the date of delivery		No change in RFP

9	RFP/2013-14/0030	20	8.8	Repeat orders: As per draft	1.It should be restricted to +/-10% maximum of the quantity quoted as per RFP. 2. Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity. 3. Need to have B2B with OEM.		No change in RFP
10	RFP/2013-14/0030	20	9	Payment terms: 20% on delivery, 80% after successful installation, payment shall be made within 30 days after invoice submission.	Bidders standard term is 90% on Delivery, 10% on Installation.		No change in RFP
11	RFP/2013-14/0030	21	8.14	SLA and penalty: Bidder shall agree to respond and resolve system failure which renders the system in-operable to NPCI within a maximum of 4 hours of logging the call in Mumbai. For any violation in meeting the above response and resolution time requirements NPCI shall impose a penalty of INR 5,000/- (Rupees Five Thousand only) for each 15 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 10,000 for each 15 minutes to maximum penalty of 10% of Purchase Order value.	Bidder shall agree to respond and resolve system failure which renders the system in-operable to NPCI within a maximum of 4 hours of logging the call in Mumbai. For any violation in meeting the above response and resolution time requirements NPCI shall impose a penalty of INR 5,000/- (Rupees Five Thousand only) for each 15 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 10,000 for each 15 minutes to maximum penalty of 5% of Purchase Order value.		No Change in RFP
12	RFP/2013-14/0030	21	8.15	Liability: The selected Bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any hardware as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.	Indemnification cannot be agreed upon. The following text to be included in addition to this clause: 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.		No change in RFP
13	RFP/2013-14/0030	22	8.18	Indemnity: As per draft	Not acceptable		No change in RFP

14	RFP/2013-14/0030	23	8.19.2	Bidder Liability :As per draft	The following text to be included in the draft: 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.		No change in RFP
15	RFP/2013-14/0030	31	31	Annexure-B: As per draft	Blacklisting not acceptable		No change in RFP
16	RFP/2013-14/0030			SNR: Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	To be included	No change in RFP
17	RFP/2013-14/0030			Pass Through Warrantmy: Clause not present in RFP	Since Bidder is acting as a reseller of completed products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	To be included	No change in RFP

18	RFP/2013-14/0030			ERV: Clause not present in RFP	“It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ (“Base Exchange Rate”). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate.”	To be included	No change in RFP
19	RFP/2013-14/0030			Risk and Title: Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer	To be included	No change in RFP
20	RFP/2013-14/0030			Tax: Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	To be included	No change in RFP
21	RFP/2013-14/0030			Saving Clause: Clause not present in RFP	Bidder’s failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder’s performance is effected , delayed or causes non-performance due to Customer’s omissions or actions whatsoever.	To be included	No change in RFP
22	RFP/2013-14/0030			Deemed Acceptance: Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Customer.	To be included	No change in RFP

23	RFP/2013-14/0030			Termination: Clause not present in RFP	<p>Either Party shall have the right to terminate this Agreement at any time:            With Cause - in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days.            In the event of termination the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> <li>1. goods delivered</li> <li>2. services rendered</li> <li>3. work in progress</li> <li>4. unpaid AMCs</li> <li>5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</li> <li>5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</li> </ol>		No change in RFP
24	RFP/2013-14/0030			Change Order: Clause not present in RFP	<p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</p>		No change in RFP
25	RFP/2013-14/0030			Force Majeure: Clause not present in RFP	<p>Neither party shall be liable for any failure or delay in performance resulting directly or indirectly from causes beyond its reasonable control due to act of God, war declared, negligence by customer, civil or political disturbance, lock-outs, , drought, floods, fire, theft, accidents and other exceptional circumstances ("Force Majeure") and the obligation of the affected party under the Agreement shall stand suspended during the currency of such Force Majeure event. In such a situation the affected party shall promptly notify the other Party of the event and both parties shall discuss the course of action to be taken afterwards.</p>		No change in RFP

26	RFP/2013-14/0030	8	2.2	Datacenter at Mumbai, Chennai and Member Bank located..	It is requested to provide list of locations coved under scope of work.		Switches & ACS License will delivered at Mumbai & Chennai DC, Router Mudules will be delivered at Goregaon office
27	RFP/2013-14/0030	13	5.10	Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.	It would be recommended to reduce bid validity period up to 90 days from the last date of bid submission		No change in RFP
28	RFP/2013-14/0030	20	8.6.1	If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% for each week's delay subject to a maximum of 5% of the total value of the Goods for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.	It is recommended to consider penalty @ the rate of 0.25% for each week's delay subject to maximum of 5% of the total value of the Goods for delayed deliveries.		No change in RFP
29	RFP/2013-14/0030	20	8.8.1	This NPCI has right to alter (increase or decrease) the number of quantities in the Bill of Materials.	It is requested to keep maximum cap of +/- 5% of any any increase /decrease in quantity.		No change in RFP
30	RFP/2013-14/0030	21	8.14	For any violation in meeting the above response and resolution time requirements NPCI shall impose a penalty of INR 5,000/- (Rupees Five Thousand only) for each 15 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 10,000 for each 15 minutes to maximum penalty of 10% of Purchase Order value.	It is recommended to consider a penalty of INR 1,000/-for each 15 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 2,000 for each 15 minutes to maximum penalty of 5% of Purchase Order value.		No change in RFP
31	RFP/2013-14/0030			Increase in taxes during contract period	It would be recommended to consider revision of tax rate, in case of any increase by the tax authority during contract period.		No change in RFP
32	RFP/2013-14/0030			AMC Scope of work	What will be scope of work of AMC during 4th & 5th Year, It will be comprehensive or non comperhensive , request to confirm on the same.		Comperhensive AMC

33	RFP/2013-14/0030	10		Eligibility Criteria : Bidder should have experience of having supplied, commissioned and maintaining networking component to at least 2 clients, as on the date of submission of the bid	Request you to clarify as to whether "networking component" would mean supply of router of any make would suffice to meet this criteria		Similar network componenet Make & Model
34	RFP/2013-14/0030	10		Eligibility Criteria:The Bidder should have deployed/configured similar or equivalent devices mentioned in the RFP	Request you to elaborate on the term "similar or equivalent". Please let us know as to whether by "similar or equivalent" you mean we need to show experience of having deployed the same make and model / category of switches as required in this RFP or any make with the same category of switches would do.		Similar network componenet Make & Model
35	RFP/2013-14/0030	10		Eligibility Criteria: The Bidder should have atleast 2 live installations with support as on the date submission of the Bid.	Request you to elaborate on the term "live installations". What should "live installations" be read as - installation of switches, routers, switches of the same make and model as asked for in this RFP, switches of any make with the same category of switches?		Similar network componenet Make & Model
36	RFP/2013-14/0030	25		Supply of 2 x 6509 Switches	Is the Delivery of the Cisco 6509 Switches at a Single location or is it for 2 separate locations?		Switches & ACS License will delivered at Mumbai BKC DC,Router Mudules will be delivered at Goregaon office
37	RFP/2013-14/0030	26		ACS License:ACS 5 Large Deployment License	Does NPCI have the ACS 1121 Appliance or the SNS 3415 K9 Appliance with 5.2 Software and Base License for the deployment of L-CSACS-5-LRG-LIC=?		Dedicated Appliance
38	RFP/2013-14/0030	26		Smart Serial Interface:Supply of HWIC-2T	Is the Delivery of all the HWIC-2T cards and the associated Smart Serial Cables at a Single location or do we need to Deliver this to multiple locations? If it is Multiple locations and should Road permits be required, will NPCI provide us with the Road Permits?		Switches & ACS License will delivered at Mumbai BKC DC,Router Mudules will be delivered at Goregaon office
39	RFP/2013-14/0030	44		Commercial Bid: Section 12 - Item Wise Prices.	Need clarity on the expectation on the line item wise pricing as defined in the price bid.. Does it need to tally with the item level pricing as defined in the price bid or these are for additional quantities that the client may order ? Many of these will be zero value items while pricing for the original BOM.. how do we define prices for these ?		Componenet prices need to tally with the item level pricing as defined in the price bid

40	RFP/2013-14/0030	26	4.1	Technical Requirements, ACS License: CON-SAS-CSALRG5 ---- SW APP SUPP ACS 5 Large Deployment ----- 4	The duration of the support for ACS is not clearly mentioned in the RFP. Kindly clarify of how many years the support is required. Also need clarity on the existing ACS appliance if any.(preferred ACS appliance would be SNS-3415-K9 Appliance, as the ACS 1121 is End of Sale and last date of software support is August 2014.	should we assume the support for 3 years. Assuming NPCI is having the ACS appliance for these licenses.	YES
41	RFP/2013-14/0030	8 and 25	2.2	Objective of this RFP: National Payments Corporation of India proposes to procure Networking Components viz., Core switches , Router modules, Tacacs Licences for Datacenter at Mumbai, Chennai and Member Bank located.. AND Core Switches Bill of Material	As per the RFP Section -9 Technical Requirements, there are two core switches of 6509E series. As mentioned in the Objective of this RFP are these switches going to be installed one at each location i.e. Mumbai and Chennai or at any one of these two location		Switches will be installed at Mumbai BKC Datacenter
42	RFP/2013-14/0030	25 and 26		Technical Requirements: HWIC 2T with Smart Serial Cables for Cisco 1921 and 1941 routers	Do we need to provide two quantity of smart serial cables for 1921 or One will suffice		For each module one serial cable
43	RFP/2013-14/0030	9	3.1 - 5	Scope of Work:The Bidder shall co-ordinate with contractor for LAN cabling for resolving connectivity issue of workstation/ network equipment.	Lan cabling and workstation/network issue should be resolved by NPCI. Bidder Will extend support in terms of showing the cable route & Duct in IDC. Please confirm		YES
44	RFP/2013-14/0030	9	3.1 - 3	Scope of Work:The Bidder shall provide support for configuration of Cisco switches, Router module and software licenses as and when needed to NPCI	Since the router is currently managed and procured by NPCI. NPCI should do the hardware configuration & implementation		YES
45	RFP/2013-14/0030	26		Smart Serial interfaces	Need the scope of work for these hardware		Supply/Installation of hardware
46	RFP/2013-14/0030	26		Smart Serial interfaces	As per our understanding, WIC 2T cards has to be delivered at NPCI Goregaon Office and Siwtch and License to be delivered at TATA BKC DC. Please confirm		Modules will be delivered at Goregaon office
47	RFP/2013-14/0030	26		Smart Serial interfaces	Kindly confirm if NPCI requires 2 serial links.		For each module one serial cable
48	RFP/2013-14/0030	26		ACS License	Mention the scope of work for this license.		Supplying the License
49	RFP/2013-14/0030	9	3.1 - 8	Scope of Work: The resolution time for switch related issue shall be 4 hours. There should be 24x7x365 Support for any technical issue for all the supplied products through this RFP.	recommends response time of 4 hours.		No change in RFP



50	RFP/2013-14/0030	9	3.1 - 7	Scope of Work: The Bidder shall provide patches/ upgrades of IOS during warranty period without any extra cost to NPCI.	This clause should be only applicable for the switch. Since the router and ACS server is not under covered warranty.		Applicable to switches
51	RFP/2013-14/0030	19	8.3.3	The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.	Similarly Taxation may go up like Service Tax going up. In that case pls confirm if supplier can request amendment of PO to reflect that change in tax		No change in RFP
52	RFP/2013-14/0030	45	Annexure C2	Item wise pricing @ component level for Switch BOM	Note: Almost all Cisco part codes as per BOM have a specific price, we can provide the same. All part codes that does not have a price will be shown as "0" and the same will be bundled in the price of basic. Request for confirmation / acceptance		Item wise prices shall be mentioned in detailed price breakup.
53	RFP/2013-14/0030	9	Clause 4.1	The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work.	Please clarify "Wherewithal"?		No change in RFP
54	RFP/2013-14/0030	20	Clause 8.7.2	Bidder guarantees 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).	We request to delete design from the clause as this is not in our control.		No change in RFP
55	RFP/2013-14/0030	20	Clause 8.10	Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official	We request to delete the word correct or please define the scope of word "correct invoice" from this paragraph.		"Correct Invoice" mean tally PO price and terms.
56	RFP/2013-14/0030	20	Clause 8.11	There shall be no increase in price for any reason whatsoever.	We understand that the price increase will be not applicable if the contract is renewed after three years. Please clarify.		No change in RFP
57	RFP/2013-14/0030	21	Clause 8.15	The selected Bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any hardware as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.	We understand that loss includes direct loss suffered by you and does not include any consequential loss or loss of data. Please clarify.		The total liability of the bidder has been capped in Clause 8.15 of the RFP.
58	RFP/2013-14/0030	22	Clause 8.18	Indemnity clause	This clause includes a whole lot of incidents which are not applicable for the supplier here and therefore we would wish to agree on an indemnity clause which will be mutually acceptable to both parties at the time of signing of the contract. Please clarify the position.		No change in RFP

59	RFP/2013-14/0030	21	8.17	Acceptance Procedure	We understand that the card of router is to be delivered at Gorgaon office and the implementation of the same is out of Bidder scope.		Switches & ACS License will delivered at Mumbai BKC DC,Router Mudules will be delivered at Goregaon office
60	RFP/2013-14/0030	20	Clause 8.7.2	Bidder guarantees 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).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.	Bidder is a Telecom Services Provider, Cisco equipment being supplied under this RFP is manufactured by Cisco and Bidder does not provide any such guarantee for equipment supplied. All Cisco equipment being supplied is under Cisco Smartnet contract Between NPCI and Cisco. NPCI will have to engage with Cisco for replacement of defective parts as per terms of smartnet contract.		That is responsibility of successful Bidder to provide service & support during the waranty period and AMC period.