**Request For Proposal
for Supply, Installation, Commission & Maintenance of WAN Virtualization for
Data centers & Member Banks**

RFP Reference No: NPCI/RFP/2016-17/IT/07 dated 04.10.2016
National Payments Corporation of India
8thFloor, R Tech Park,
Off Western Express highway,
Nirlon Complex, Near Hub Mall ,
Goregaon-East, Mumbai – 400063
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Website: www.npci.org.in

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Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend Bid opening meeting.

Checklist

The following items must be checked before the Bid is submitted:

1. Demand Draft / Pay Order Rs. 5,750 (Rs Five thousand seven hundred fifty only inclusive of Service Tax@15%)towards cost of Bid document in Envelope –'A'

2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 5,00,000/-(Rupee Five Lakhs only) towards Bid Security in Envelope 'A'- Earnest Money Deposit (EMD)

3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.

4. Envelope 'A' Eligibility Criteria Response.

5. Envelope 'B' Technical Response

6. Envelope 'C' Indicative Commercial Bid.

7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.

8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – 'A'.

9. Prices are quoted in Indian Rupees (INR).

10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.

11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

BG   Bank Guarantee

DC   Data Centre

EMD   Earnest Money Deposit

IPR   Intellectual Property Rights

LAN   Local Area Network

NPCI   National Payments Corporation of India

OEM   Original Equipment Manufacturer

RFP   Request for Proposal

PBG   Performance Bank Guarantee

SAN   Storage Area Network

SLA   Service Level Agreement

WAN   Wide Area Network

Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Proposal for Supply, Installation, Commission and Maintenance of WAN Virtualization for Data Centers & Member Banks
2	Tender Reference Number	NPCI/RFP/2016-17/IT/007
3	Date of release of this RFP	04.10.2016
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	14.10.2016 6.30 pm
5	Date and Time for Pre Bid Meeting	NA
6	Last date and time for Bid Submission	26.10.2016 5.00 pm
7	Address of Bid Submission	National Payments Corporation of India, 8th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway, Goregaon (E), Mumbai – 400 063
8	Date and Time of Eligibility bid (Envelope A) and Technical bid (Envelope B) opening	26.10.2016 5.30 pm
9	Date and time of Commercial bid Opening (Envelope C)	Would be communicated to qualified bidders. Will be through Reverse Auction
10	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai – 400063
12	Bid Related Queries	K Venkatesh Contact:+91 9094914151 Email id : k.venkatesh@npci.org.in M Prabakaran Contact:+91 9962025885 Email id : Prabhakaran.m@npci.org.in Prashant Awale Contact:+91 8108108650 Email id : prashant.awale@npci.org.in Benny Joseph Contact:+91 8108122844 Email id : Benny.joseph@npci.org.in
13	Bid Cost	Rs. 5,750 (Inclusive of Service Tax@15%)
14	EMD/Bid Security	Rs 5,00,000 (Rupees Five Lakhs)

Note:
1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Commercial evaluation will be through Reverse Auction.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs. 5,750.00 (Rs. 5,000.00 plus Service Tax@15%) payable at Mumbai.

Section 2 - Introduction

2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 (present Section 8 of The Companies Act 2013) with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A, and HSBC. The vision, mission and values of NPCI are: Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration

2.2 Objective of this RFP:

The scope of the RFP is for Supply, installation & maintenance of comprehensive WAN Virtualization solution and seamless integration with the existing NPCI Network Architecture at the Data centers in Mumbai, Chennai, Hyderabad & in selected Member banks.

2.3 Cost of the RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and NPCI will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders can submit the bid response at NPCI"s office at 08th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai – 400 063, along with non-refundable amount of Rs. 5,750.00 (Rs Five thousand plus Service Tax@15%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5 Ownership of this RFP

The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published in paper or electronic media without prior written permission from NPCI.

Section 3 – Scope of Work

3.1 Scope of work:
The scope of work includes

1. Supply, installation & maintenance of comprehensive WAN Virtualization solution and seamless integration with the existing NPCI Network Architecture.

2. WAN Virtualization needs to be implemented across DC and in any of the identified Member Banks for MPLS and Point to Point links.

3. Solution should be tested for the following

- Auto failover of WAN links and load balancing
- Seamless application accessibility across DC & Member Banks.

4. The following AT Checklist needs to be completed by the Bidder post installation

AT Checklist:

Name of Test	Expected results
Packet Drop Test	Traffic flow without session disconnect
High Latency Test	Traffic flow without session disconnect
Jitter test	Traffic flow without session disconnect
HA test in Active / Passive mode	Traffic flow without session disconnect
Maximum Throughput	Appliance should support the cumulative Bandwidth of all the WAN links available at the site

5. The successful Bidder can be an OEM or a service integrator/ Technical Partner and 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)

6. The bidder should prepare a detailed Project Plan, Action Plan and submit to NPCI within 15 days from the date of PO and initiate the Project kick-off meeting seven days from the date of submission of the Plans.

NPCI intends to procure the solution for WAN Virtualization with the following terms

a. The devices should have comprehensive onsite support for a period of 5 years from the date of acceptance given to the Bidder.
b. The equipment quoted by bidder should not be declared as End of life (EOL) or End of Sale (EOS)by the OEM at the time of bidding RFP & Also it should not become EOL/EOS during first 5 years and in case OEM do then the bidder should upgrade/replace the same free of cost.
c. The bidder should migrate to new setup with no/minimum possible downtime
d. The bidder should provide OEM product training at all 3 DC location (minimum 3 days for 10 persons at each location)
e. The bidder shall submit the project details in MS project (MPP based).

3.2 Single Point of Contact

The selected Bidder shall appoint a single point of contact, with whom NPCI will deal with, for any activity pertaining to the requirements of this RFP.

4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder should be a Company registered under the Companies Act since last 3 years.

   a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid

   b) In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.

2. The bidder should have minimum annual turnover of Rs. 50 Crores during the three financial years (2012-13, 2013-14 and 2014-15) or calendar years 2012, 2013, 2014 or bidder's financial years. The bidder shall provide audited financial statements for the financial year 2015-16 or a declaration certifying the Turnover and Profit duly signed by the statutory auditors / Company Secretary, in the absence of the audited financial statements.

   a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

   b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

3. The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. (2012-13, 2013-14, 2014-15) or Calendar years 2012, 2013, 2014 or the Bidder's financial years. The bidder shall provide audited financial statements for the financial year 2015-16 or a declaration certifying the Turnover and Profit duly signed by the statutory auditors / Company Secretary, in the absence of the audited financial statements

   a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

   b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

4. The bidder should be authorized to quote for the OEM products and support.

5. The bidder should not be currently blacklisted by any bank / institution in India or abroad.

6. The bidder should have at least 1 live installation in any institution in India with support as on the date of submission of the bids.

4.2 Eligibility Criteria Response Sheet
The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure - H.

Failure to provide the desired information and documents may lead to disqualification of the Bidder.

A. The Bidding Document
5.1 RFP
RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding
The Bidder shall bear all costs associated with the preparation and submission of its bid, and NPCI will in no case be responsible or liable for those costs.

5.3 Content of Bidding Document
The Bid shall be in 3 separate envelopes, Envelope A, B and C.

5.4 Clarifications of Bidding Documents and Pre-bid Meeting
A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

5.5 Amendment of Bidding Documents
1. At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.

4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.6 Bid Price

Prices would be exclusive of all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Octroi, if any, will be paid additionally, at actual on production of receipt.

5.7 Earnest Money Deposit (EMD)

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.

No interest will be paid on the EMD.

5.8 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

a)   Bidder withdraws its bid before opening of the bids.
b)   Bidder withdraws its bid after opening of the bids but before Notification of Award.
c)   Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
d)   Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
e)   Selected Bidder fails to accept the order within   five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
f)   Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10 Period of 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 reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.11 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.12 Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy only.

5.13 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure H) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

5.14 Envelope bidding process

The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **'Request for Proposal for Supply, Installation, Commission & Maintenance of WAN Virtualization for Data centers & Member Banks'**

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1.

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

5.15 Contents of the 3 Envelopes
Envelope A - Eligibility Bid

The following documents as per the sequence listed shall be inserted inside Envelope A:

1. Bid Cost in the form of Demand draft/Pay order
2. Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee – Annexure A2
3. Bid Offer form (without price) – Annexure B
4. Bidder Information – Annexure C
5. Declaration of Clean Track Record – Annexure D
6. Declaration of Acceptance of Terms and Conditions – Annexure E
7. Declaration of Acceptance of Scope of Work – Annexure F
8. Power of Attorney for signing of bid – Annexure G
9. Eligibility Criteria Matrix – Annexure H along with supporting documentary proof for each criterion as stipulated.
10. OEM/Manufacturer Authorization Letter – Annexure I
11. Three years audited Balance Sheet and Profit and Loss Statements.
12. RFP document duly sealed and signed by the authorized signatory on each page
13. All necessary supporting documents

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

1 Section 11 – Technical Requirements duly completed - Annexure J
2 Client Reference - Annexure K along with supporting documents
3 OEM/Manufacturer Authorization Letter – Annexure I
4 Entire commercial bid with **price masked.**
5 Soft copy of the entire technical bid in **CD format**

Envelope C - Commercial Bid (indicative)

1 Commercial Bid Form – Annexure M
2 Commercial Bid – Annexure N
3 Bill of Material – Annexure L

5.16 Bid Submission
The Bidder should bear all the costs associated with the preparation and submission of their bid and NPCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.17 Bid Currency
All prices shall be expressed in Indian Rupees only.

5.18 Bid Language
The bid shall be in English Language.

5.19 Rejection of Bid
The bid is liable to be rejected if the bid document:

a) Does not bear signature of authorized person.

b) Is received through Fax / E-mail.

c) Is received after expiry of the due date and time stipulated for Bid submission.

d) Is incomplete / incorrect.

e) Does not include requisite documents.

f) Is Conditional.

g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.20 Deadline for Submission
The last date of submission of bids is given in Section 1. However the last date of submission may be amended by NPCI and shall be notified through its website.

5.21 Extension of Deadline for submission of Bid
NPCI may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through NPCI website, in which case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

5.22 Late Bid
Bids received after the scheduled time will not be accepted by the NPCI under any circumstances. NPCI will not be responsible for any delay due to postal service or any other means.

5.23 Modifications and Withdrawal of Bids
Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

5.24 Right to Reject, Accept/Cancel the bid
NPCI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

NPCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NPCI also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.25 RFP Abandonment
NPCI may at its discretion abandon the process of the selection of bidder at any time before notification of award.

5.26 Bid Evaluation Process
The Bid Evaluation will be carried out in 2 stages:

Stage 1 – Envelope 'A' i.e. Eligibility bid and – **Envelope 'B'** i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 -Envelope 'C' of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the start price for Reverse Auction.

5.27 Contacting NPCI
From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NPCI with a view to canvas for a bid or put any pressure on any official of the NPCI may entail disqualification of the concerned Bidder and/or its Bid.

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – In the first stage the 'Eligibility' and 'Technical' Bids i.e. Envelope 'A' and Envelope 'B' will be opened.

Stage 2 – Commercial bids, i.e. Envelope 'C' will be opened for qualified bidders only as part of the process for finalizing the start price for Reverse Auction.

6.2 Opening of Eligibility and Technical Bids

NPCI will open Eligibility bid (Envelope 'A') and Technical bid (Envelope 'B') in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity Card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Envelope C - Commercial Bids

Commercial bids will be opened only as part of the process for finalizing the start price for Reverse Auction.

Commercial evaluation will be done through Reverse Auction. Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website.

7.1 Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself. NPCI may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

a) Compliance to Technical Specifications as specified in the RFP.

b) NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.

c) Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.

d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed solution are to be enclosed.

e) To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

f) NPCI may interact with the Customer references submitted by bidder, if required. To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

The technical score will be based on the criteria given below in the Scoring Matrix

		Description	Score
	Technical Evaluation Part – A		**30**
1		Technical Requirements compliance	
2		Product features availability	
3		Service provider/System Integrator credentials	
4		Managed Service and Remote NOC credentials	
	Proposed Solution Part – B		**50**
1		Architecture and Network Design	
2		Bidder credentials, Experience and past performance on similar contracts	

RFP Presentation Part – C			20
1	RFP presentation		
2	Existing Customer reference site		
3	Q and A		
	Total Score of Part - A, B and C		100

NPCI reserves the right to shortlist bidders based on technical evaluation criteria.

The **minimum technical score** for qualifying Technical Evaluation will **be 70%.** In case less than three bidders are qualified, then NPCI reserves the right to reduce minimum required score by 10%. i.e from 70% to 60%.The commercial bids of technically qualified bidders only will be opened.

7.3 Evaluation of Commercial Bids:

Commercial bids (indicative) of only the technically qualified short-listed bidders will be opened to arrive at the start price for the reverse auction. NPCI has the right to fix the start price for reverse auction assessed through independent enquiries / sources also.

The evaluation of commercial Bids will be done through Reverse Auction Process. Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website. Bidders may go through the same carefully.

7.4 Successful Evaluated bidder:

The bidder with lowest commercial bid identified through reverse auction process will be declared as the successful bidder and will be called L1 bidder. NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.4, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidder.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of **5 years**.

8.3 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.4 Performance Bank Guarantee

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.

8.5 Taxes and Duties

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.

8.6 Terms of Delivery:

The Equipment consisting of hardware and software, for NPCI DC and Member Banks shall be delivered within 8 weeks of acceptance of the Purchase Order.
The installation and implementation of the solution should be carried out within 4 weeks from delivery date.

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, 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.

8.8 Warranties and Support

Bidder shall provide warranty for hardware for a period of 1 (one) year from the date of commissioning or acceptance of the entire system, whichever is later and 2nd to 5th year annual Maintenance support from the date of expiry of warranty.

The services manageability should be governed by the SLA terms and conditions

Bidder shall also update necessary OS, Patches and should support the hardware and the software for the period of five years from the date of commissioning and/ or acceptance of the entire system, whichever is later.

Any defective equipment /software supplied by successful shall be replaced as per the SLA terms, including all incidental cost like transport costs, etc. without any further cost to NPCI The upgrades, new releases (Minor/major) versions, bug fixes etc. for the hardware and system software will be supplied to NPCI at no extra cost, with the necessary documentation during contract period.

Solution provider should provide necessary documents to NPCI to confirm that they have executed similar contract with OEM/outsourced vendor

8.9 Service Level Requirements:

1). Critical Incidents

Critical incidents are incidents which adversely impact the availability of the NPCI Business applications to the NPCI member banks and across NPCI locations.

Some illustrative critical incidents (not restricted to)

- Device failures – Installed in DC & Member Bank Locations.
- Failure of High availability solutions including failover to alternate device not working.
- Traffic / Transaction Flow issue on respective DCs and Member Banks
- Network reachability issues to Primary and DR sites including Primary and DR Service provider links
- Any Major outages impacting the network

2) Non-critical Incidents:

Non-critical incidents are incidents which do not impact on NPCI application/service availability to the member banks. Some illustrative non-critical incidents (not restricted to):

- Single device failure with the HA solution taking over.

Uptime SLA of the DC and member bank connectivity:

- A guaranteed uptime of 99.999% per annum.
- Uptime shall be calculated as per below mentioned formula:

  Quarterly Uptime in % = (total min in a quarter-Downtime in min in a quarter) X 100 / total min in a quarter

3) Support SLAs:

- Critical incidents will be responded immediately and resolved within specified SLA

- Daily, Weekly, Monthly reports of all incidents (critical and non-critical) will have to be submitted to NPCI indicating – Date of Incident, Time of Incident, Incident Type, Description, Incident Status, Date of Resolution, Time of Resolution and root cause and other relevant details.

4). Device SLA's:

a. Device or spare parts replacements will be provided within 4 hours – for Critical incidents. It is the responsibility of Bidder to coordinate with OEM to provide replacement. NPCI will not be involved in arranging the device.

b. Device or spare parts replacements will be provided by next business day – for non-Critical incidents. It is the responsibility of bidder to coordinate with OEM to provide replacement.

c. All the software / hardware up gradation of the devices should be done along with the spare on field and with on-site engineer support (either OEM / SI)

d. Monthly reports of all spares and devices replaced will have to be submitted to NPCI indicating – Date of Failure, Time of failure, Incident Type, Description, Replacement Status, Date of Replacement, Time of Replacement and other relevant details

8.10 Penalty on non-adherence to SLAs:
The following clauses are applicable to critical and non-critical incidents. (Solution & Devices)

a. Penalty for critical incidents - Any violation in meeting the above SLA requirements which leads to critical incident, NPCI shall impose a penalty of INR 2,000/- (Indian Rupees Two Thousand only) for each 15 minutes delay beyond 4 hours and penalty would be maximum of INR 20,000.

b. Penalty for non-critical incidents: Any violation in meeting the above SLA requirements which leads to non-critical incident, NPCI shall impose a penalty of INR 1,000/- (Indian Rupees One Thousand only) for each 1 hour delay beyond 4 hours penalty would be maximum of INR 10,000.

8.11 Prices
Price shall remain fixed for a period of 24 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.

8.12 Repeat Order:
NPCI reserves the right to place Purchase Orders with the selected /bidder Supplier for any or all of the services at the agreed unit rate, i.e. the rate contract during the period of 24 months from the date of acceptance of award / Purchase Order.

8.13 Product Upgrades
At any time during term of the purchase order / performance of the Contract, should technological advances be introduced by the OEM/ Supplier for information technologies originally offered by the supplier in its bid and still to be delivered, the supplier shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

During performance of the Contract, the Supplier shall offer to NPCI all new versions, releases and updates of standard software, as well as related technical support within 30 days of their availability from the OEM.

8.14 Payment Terms:

8.15.1. Payment Schedule for hardware &software:

a) 70 % of the hardware & software cost will be paid on delivery.

b) 20 % of the hardware & software cost will be paid after acceptance of the solution.

c) 10% of the hardware & software cost will be paid after expiry of the warranty period or against submission of separate Bank Guarantee for equivalent amount, issued by a scheduled commercial bank, valid till expiry of the warranty period, with an action period of 12 months

8.15.2. AMC Payments:

In case NPCI decides to entrust maintenance of the Solution with the successful bidder, AMC charges shall be paid quarterly in arrears. 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.

Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official.

For the purpose of payment, the end of the quarter will be June, Sept, Dec and March.

Invoice shall contain all details regarding PAN & registration number for service tax, VAT etc.

8.15 Migration activities for change of location:

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, re-installation 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 bank 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, post-shifting 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.

8.16 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure Z** hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.17 Indemnity

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.

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.

8.18 Bidder's Liability

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.

8.19 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI"s legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

8.20 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;

i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,

ii. Serious discrepancy in the quality of service expected.

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.

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.

8.21 Termination of Contract

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.

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.

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).

8.22 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not

involving NPCI or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.23 Resolution of Disputes

All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

NPCI and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between NPCI and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Supplier. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Supplier.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between the parties.

8.24 Compliance with Applicable Laws of India

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.

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 fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from 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 and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.25 Legal Compliances:

The Bidder confirms to NPCI that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

8.26 Intellectual Property Rights:

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.

8.27 Applicable Law and Jurisdiction

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.28 No Damage of NPCI Property

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/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

8.29 Fraudulent and Corrupt Practice

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI official in the process of project execution.
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.

8.30 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

8.31 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for <u>notice purpose</u>:

Managing Director& CEO
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Supplier's address for notice purpose: (To be filled by supplier)

Scope of Technical Functions

The list of major hardware & software items and their **Technical Specifications** are given below. It should be noted that the list is indicative & the Bidder should include any other item/software/service, which is necessary to meet the end objectives as detailed in this section.

Section 1 – Specifications of DC Devices

S.No	Technical Specifications	
	General Requirements(DATA CENTER)	**Mandatory / Optional**
1	The solution MUST deliver SD-WAN Capability	M
2	The solution MUST handle the expected data center load minimum 2 Gbps	M
3	The solution SHOULD support minimum network interfaces (2/4 x 10GBASE-SR and 8 x 1000BaseTX)	M
4	The solution SHOULD support minimum TCP / UDP Sessions 512K	M
5	The solution SHOULD support minimum 250+ Secure Paths	M
6	The solution SHOULD be capable of HA: Active/Passive	M
7	The solution should be leveraging multiple paths for application traffic.	M
8	The solution SHOULD be capable of state synchronization between HA devices.	M
9	The solution SHOULD be capable to use all the available links like MPLS, internet and 4G LTE.	M
10	The solution SHOULD be capable to send Email alerts on meeting/exceeding the user defined thresholds.	M
11	The solution SHOULD be capable to be deployable as a layer 2 device	M
12	The solution should able to configure L2 interface bundle.	O
13	The solution should Support L3 protocol functionality.	O
14	The solution SHOULD support PBR.	M

15	During a hardware failure the solution MUST fail open(Consideration the deployment is not in HA mode)	M
16	During a failover condition the solution SHOULD fail open < 1sec	M
17	The solution should support traffic distribution per packet basis	M
18	Data flowing between the devices is encrypted either using industry standard protocol.	M
19	The solution MUST provide a centralized management console with redundancy.	M
20	The solution SHOULD support end to end link monitoring.	M
21	The solution SHOULD support one way Jitter monitoring (Eg: Site A to Site B & Site B to Side A)	M
22	The solution SHOULD support one way Latency monitoring (Eg: Site A to Site B & Site B to Side A)	M
23	The solution SHOULD support one way traffic loss monitoring (Eg: Site A to Site B & Site B to Side A)	M
24	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc. - without TCP session failover	M
25	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc - TCP - without UDP session failover	M
26	The solution SHOULD recover from link failure - alternate link convergence time within milliseconds without session disconnect.	M
27	Based on N/W analysis of the current setup the solution MUST select path based on link Quality, Policy & link Capacity.	M
28	The solution Should be capable of sending duplicate data over both links for guaranteed delivery of all applications like data, video & etc, and it has to be configurable feature need to be enabled if required.	O

29	The solution should continuously check the link flaps, if the link is not stable then put the link in monitor state, once the link is stable for particular time then start sent traffic on that link.	M
30	The solution SHOULD be capable of selecting path per traffic type (i.e. voice always on MPLS)	O
31	The solution MUST be capable of traffic prioritization	M
32	The solution provider MUST provide deployment examples and reference sites/customers on how greater bandwidth was made available to branches sites while keeping bandwidth spend flat.	M
33	The solution MUST provide a facility to reduce deployment costs with minimized user intervention	M
34	The solution MUST be configurable so as to easily disable all WAN virtualization and should not have any service impact.	M
35	The solution MUST provide administrator authentication via TACAS/RADIUS/LDAP	M
36	The solution MUST interoperate with SyslogNG	M
37	Proposed hardware should be able to interoperate with the existing products of different vendors.(eg: - cisco, juniper, Nortel, etc.)	M
38	The solution MUST provide Virtual Link report for daily, weekly, monthly, yearly etc.	M
39	The solution MUST provide Individual Link Utilization report for daily, weekly, monthly, yearly etc.	M
40	The solution MUST provide Virtual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M
41	The solution MUST provide Individual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M
42	The solution MUST provide system support and maintenance options (i.e. 24x7x365, next business day etc).	M

43	Real-time traffic duplication across multiple links to mitigate against latency and packet drops only when feature is enabled.	O
44	It must support IPv4 and shall have the capability to support IPv6 Protocols	M
45	The solution must not require configuration of the WAN bandwidth as part of the basic configuration process. The available WAN bandwidth can change due to network routing changes and other network events, and the solution must dynamically adjust its consumption of WAN bandwidth in response to packet loss.	O
46	The solution must not require additional software plug-ins or agents on client or server hosts.	M
47	The solution must integrate transparently into the existing routing infrastructure & VPN technology. The solution must be completely transparent to existing routing protocols (e.g., OSPF, RIP, BGP, IPSEC, GETVPN etc.). All routing functions, including "dynamic path selection" or any other network routing decisions, must remain the responsibility of the router.	M
48	The solution must be able to allocate a minimum bandwidth guarantee to each class of applications.	M
49	The solution must be able to allocate a maximum bandwidth usage cap to each class of traffic. The solution must allow usage to burst above the maximum bandwidth usage cap if no other traffic classes attempt to utilize the available bandwidth	M
50	The solution must be capable to support license key upgrades to convert appliance models to larger models that support increased numbers (1024) of TCP connections.	O
51	The solution must support an authentication capability to authenticate a remote peer WAN Virtualization device before performing traffic Virtualization	M

52	The solution must include a comprehensive logging capability.	M
53	Logs must be retained in each individual device for a period of at least 6 Months, with inbuilt capability or with external database where storing for longer duration is possible, depending on size of the data.	M
54	The solution should support TLS 1.2 for management web GUI SSL access for better security.	M
55	The solution must support SSH for access to the management Command Line Interface.	M
56	Device should be installed in standard 19 inch network rack.	M
57	The solution must be capable of exporting traffic statistics to Netflow / SIEM collectors.	M
58	The solution must support centralized monitoring of deployed appliances, including health reporting and archival of log messages.	M
59	The solution should support role-based administration that can be linked to groups of WAN Virtualization appliances. Depending on their assigned role, administrators may have read-only or read-write.	M
60	The solution must support alerting notifications through SNMP traps, SMTP email, and remote syslog.	M
61	Real-time performance statistics, graphical reports, and export. Report by application, link, or QoS class. SNMP support included	M
62	All reports must be exportable in CSV format / PDF format	M
63	Traffic types must support All IP-based traffic, such as CIFS, MAPI, HTTP, NFS, SMTP, SNMP, SSL, Oracle, TCP, UDP, and VoIP etc..	M

64	Application types must support Disaster recovery applications including not limited to Double-Take software, NetApp Snap Mirror/Snap Vault, Veritas Volume Replicator, Oracle Golden Gate, Postgress, EMC SRDF, XGEN, CACM, CAITAM, Eheath, Service desk, SYSEDGE, Automation Tool using MySQL, Database MySQL, MSSQL, IBM DB2, MMIX, HPDataprotector, Symantec Backup, TSM, ARCOS, Apache Tomcat, olive switch, IIS,IBM I series, Netscaler, citrix VDI in a box, Citrix Receiver and Legato; Email (e.g., Exchange, Lotus Notes, SMTP); file services (CIFS, NFS, FTP); document manage	M
65	Interface Must support virtual interface (IEEE 802.1Q)	M
66	It must support TCP packet order correction	O
67	The solution must provide the ability to manage its files through the GUI, including upload, download and deletion.	M
68	The solution must provide the ability to backup and restore the solution configuration and traffic data.	M
69	The solution must provide the ability to configure Manual /automatic backups, download/upload backup files, view backups that have been created.	M
70	The solution must provide summary reporting of user defined Top IP Sources and Destinations with external Netflow server.	M
71	The solution shall be able to perform time synchronization (NTP, etc)	M
72	The solution shall support monitoring using SNMP version 2/3	M
73	If Centralized Management Server is down, no data loss should occur (Historical logs and reports).	M
74	Eligibility for New version upgrade need to be done as and when required.	M
75	The configured end device DSCP tagging (If any) should be preserved by the solution without tampering for Quality of Service	M
76	The solution should have the capability to detect the path MTU	M
77	Based on user need, the solution should be able to archive/save all the old network configurations, so that it can be used to revert the network configuration when needed	M
78	The solution have the capability to provide the Mean Opinion Score (MOS) to determine the quality of the application traffic	M
79	The solution should have the ability to 'pass through' certain applications/traffic without applying any Quality of service parameters which is of no interest to the administrator	M

80	The solution should be able to send packets on a same path(persistent) based on user need	M
81	The solution should also be capable of supporting branch to branch secure path in mesh topology, in addition to the path with Primary at DC.	M
82	The solution should be able to send packets on a same path (persistency) based on the need (User configurable).	M

Section 2 – Specifications of Member Bank

Sr.No	General Requirements(Member Bank)	Mandatory / Optional
1	The solution MUST deliver SD-WAN Capability	M
2	The appliance should handle minimum 10, 16, 32, 50 & 100 Mbps Bandwidth.	M
3	The solution SHOULD support minimum network interfaces (4 x 1GB)	M
4	The solution SHOULD support minimum 15 + Secure Paths	M
5	The solution SHOULD support minimum TCP / UDP Sessions 50 K and above.	M
6	The solution SHOULD be capable of HA: Active/Passive	M
7	The solution should be leveraging multiple paths for application traffic.	M
8	The solution SHOULD be capable of state synchronization between Member HA devices.	M
9	The solution SHOULD be capable to send Email alerts on meeting/exceeding the user defined thresholds.	M
10	The solution SHOULD be capable to deployable as a layer 2 device	M
11	The solution should able to configure L2 interface bundle	O
12	The solution should Support L3 protocol functionality.	O
13	The solution SHOULD PBR	M
14	Proposing hardware should have CPU & memory utilization less than 60%.	O
15	During a hardware failure the solution MUST fail open(Consideration the deployment is not in HA mode)	M

16	During a failover condition the solution SHOULD fail open < 1sec	M
17	The solution should support traffic distribution either per packet basis	M
18	Data flowing between the devices is encrypted either using industry standard protocol.	M
19	The solution SHOULD support end to end link monitoring.	M
20	The solution SHOULD support one way Jitter monitoring (Eg: Site A to Site B & Site B to Side A)	M
21	The solution SHOULD support one way Latency monitoring (Eg: Site A to Site B & Site B to Side A)	M
22	The solution SHOULD support one way traffic loss monitoring (Eg: Site A to Site B & Site B to Side A)	M
23	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc. - without TCP session failover	M
24	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc - TCP - without UDP session failover	M
25	The solution SHOULD recover from link failure - alternate link convergence within milliseconds without session disconnect.	M
26	Based on N/W analysis of the current setup the solution MUST select path based on link Quality, Policy & link Capacity	M
27	The solution MAY be capable of sending duplicate data over both links for guaranteed delivery of all applications like data, video & etc, and it has to be configurable feature need to be enabled if required.	O
28	The solution should continuously check the link flaps, if the link is not stable then put the link in monitor state, once the link is stable for particular time then start sent traffic on that link.	M
29	The solution SHOULD be capable of selecting path per traffic type (i.e. voice always on MPLS)	M
30	The solution MUST be capable of traffic prioritization	M
31	The solution provider MUST provide deployment examples and reference sites/customers on how greater bandwidth was made available to branches sites while keeping bandwidth spend flat.	M
32	The solution MUST provide a facility to reduce deployment costs with minimized user intervention	M

33	The solution MUST be configurable so as to easily disable all WAN virtualization and should not have any service impact.	M
34	The solution MUST provide administrator authentication via TACAS/RADIUS/LDAP	M
35	The solution MUST interoperate with SyslogNG	M
36	Proposed hardware should be able to interoperate with the existing products of different vendors (eg: - cisco, juniper, Nortel, etc.)	M
37	The solution MUST provide Virtual Link report for daily, weekly, monthly, yearly etc.	M
38	The solution MUST provide Individual Link Utilization report for daily, weekly, monthly, yearly etc.	M
39	The solution MUST provide Virtual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M
40	The solution MUST provide Individual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M
41	The solution MUST provide system support and maintenance options (i.e. 24x7x365, next business day etc).	M
42	Real-time traffic duplication to mitigate against latency and packet drops only when feature is enabled.	O
43	It must support IPv4 and shall have the capability to support IPv6 Protocols	M
44	The solution must not require configuration of the WAN bandwidth as part of the basic configuration process. The available WAN bandwidth can change due to network routing changes and other network events, and the solution must dynamically adjust its consumption of WAN bandwidth in response to packet loss.	O
45	The solution must not require additional software plug-ins or agents on client or server hosts.	M
46	The solution must integrate transparently into the existing routing infrastructure & VPN technology. The solution must be completely transparent to existing routing protocols (e.g., OSPF, RIP, BGP, IPSEC, GETVPN etc.). All routing functions, including "dynamic path selection" or any other network routing decisions, must remain the responsibility of the router.	M
47	The solution must be able to allocate a minimum bandwidth guarantee to each class of applications.	M

48	The solution must be able to allocate a maximum bandwidth usage cap to each class of traffic. The solution must allow usage to burst above the maximum bandwidth usage cap if no other traffic classes attempt to utilize the available bandwidth	M
49	The solution must be capable to support license key upgrades to convert appliance models to larger models that support increased numbers (1024) of TCP connections.	O
50	The solution must support an authentication capability to authenticate a remote peer WAN Virtualization device before performing traffic Virtualization	M
51	The solution must include a comprehensive logging capability.	M
52	Logs must be retained in each individual device for a period of at least 6 Months, with inbuilt capability or with external database where storing for longer duration is possible, depending on size of the data.	M
53	The solution should support TLS 1.2 for management web GUI SSL access for better security.	M
54	The solution must support SSH for access to the management Command Line Interface.	M
55	Device should be install in standard 19 inch network rack.	M
55	The solution must be capable of exporting traffic statistics to Netflow / SIEM collectors.	M
56	The solution must support centralized monitoring of deployed appliances, including health reporting and archival of log messages.	M
57	The solution should support role-based administration that can be linked to groups of WAN Virtualization appliances. Depending on their assigned role, administrators may have read-only or read-write.	M
58	The solution must support alerting notifications through SNMP traps, SMTP email, and remote syslog.	M
58	Real-time performance statistics, graphical reports, and export. Report by application, link, or QoS class. SNMP support included	M
59	All reports must be exportable in CSV format / PDF format	M

60	Traffic types must support All IP-based traffic, such as CIFS, MAPI, HTTP, NFS, SMTP, SNMP, SSL, Oracle, TCP, UDP, and VoIP etc..	M
61	Application types must support Disaster recovery applications including not limited to Double-Take software, NetApp Snap Mirror/Snap Vault, Veritas Volume Replicator, Oracle Golden Gate, Postgress, EMC SRDF, XGEN, CACM, CAITAM, Eheath, Service desk, SYSEDGE, Automation Tool using MySQL, Database MySQL, MSSQL, IBM DB2, HPDataprotector, Symantec Backup, TSM, ARCOS, Apache Tomcat, olive switch, IIS,IBM I series, Netscaler, citrix VDI in a box, Citrix Receiver and Legato; Email (e.g., Exchange, Lotus Notes, SMTP); file services (CIFS, NFS, FTP); document manage	M
62	Interface Must support virtual interface (sub-interface based on vlan)	M
63	It must support TCP packet order correction	O
64	The solution must provide the ability to manage its files through the GUI, including upload, download and deletion.	M
65	The solution must provide the ability to backup and restore the solution configuration and traffic data.	M
66	The solution must provide the ability to configure Manual /automatic backups, download/upload backup files, view backups that have been created.	M
67	The solution must provide summary reporting of user defined Top IP Sources and Destinations with external Netflow server.	M
68	The solution shall be able to perform time synchronization (NTP, etc)	M
69	The solution shall support monitoring using SNMP version 2/3	M
70	If Centralized Management Server is down, no data loss should occur (Historical logs and reports).	M
71	Eligibility for New version upgrade need to be done as and when required.	M
72	The configured end device DSCP tagging (If any) should be preserved by the solution without tampering for Quality of Service	M
73	The solution should have the capability to detect the path MTU	M

74	Based on user need, the solution should be able to archive/save all the old network configurations, so that it can be used to revert the network configuration when needed	M
75	The solution have the capability to provide the Mean Opinion Score (MOS) to determine the quality of the application traffic	M
76	The solution should have the ability to 'pass through' certain applications/traffic without applying any Quality of service parameters which is of no interest to the administrator	M
77	The solution should be able to send packets on a same path(persistent) based on user need	M
78	The solution should also be capable of supporting branch to branch secure path in mesh topology, in addition to the path with Primary at DC.	M
79	The solution should be able to send packets on a same path (persistency) based on the need (User configurable).	M

Section 10 - Documents forms to be put in Envelope A

Annexure A1 - Bidder's Letter for EMD

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Subject: RFP No. NPCI/RFP/2016-17/IT/07 dated 04.10.2016 for "Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks".

We have enclosed an EMD in the form of a Demand Draft No.____ issued by the branch of the _____Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name:
Designation:
Seal:
Date:
Business Address:

_____
[Bank's Name, and Address of Issuing Branch or Office]

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that_____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____under RFP No.

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs._____/-(Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

_____
[Signature]

Annexure A3 - Bid Security (Performance Bank Guarantee)

(BANK GUARANTEE)

Date
Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Performance Bank Guarantee No:
We have been informed that--------------------(hereinafter called "the Supplier") has received the purchase order no. "-------------------" dated -------------- issued by National Payments Corporation of India (NPCI), for --- (hereinafter called "the Purchase Order").

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to NPCI.
At the request of the Supplier, We -------------------(name of the Bank , the details of its incorporation) having its registered office at -- ----------------- and, for the purposes of this Guarantee and place where claims are payable, acting through its ---- branch presently situated at -- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns),hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----------------- (in figures) (Rupees---------(in words)------- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with –(Bank Name & Issuing branch address)--, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:
The liability of -------------- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ---------- (Amount in figures and words).
This bank guarantee is valid upto -------------------.
The liability of ---------- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.
Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ---------- (Bank)-- -------- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on -------------- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and --------------- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to --- --------- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. -------- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at --- ---------------------------- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Dear Sir,

Subject: RFP No. NPCI/RFP/2016-17/IT/07 dated 04.10.2016 for Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks.

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.

2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.

3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.

4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of NPCI will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by NPCI for submission of bid, and our offer shall remain binding upon us and may be accepted by NPCI any time before the expiry of that period.

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.

We undertake to comply with the terms and conditions of the bid document. We understand that NPCI may reject any or all of the offers without assigning any reason whatsoever.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____dated _____ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for _____days for an amount of Rs._____ (Rs. _____ Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure C - Bidder Information

	Details of the Bidder				
1	Name of the Bidder (Prime)				
2	Address of the Bidder				
3	Constitution of the Company (Public Ltd/ Pvt Ltd)				
4	Details of Incorporation of the Company.	Date:			
		Ref#			
5	Valid Sales tax registration no.				
6	Valid Service tax registration no.				
7	Permanent Account Number (PAN)				
8	Name & Designation of the contact person to whom all references shall be made regarding this tender				
9	Telephone No. (Cell # and Landline # with STD Code)				
10	E-Mail of the contact person:				
11	Fax No. (with STD Code)				
12	Website				
	Financial Details (as per audited Balance Sheets) (in Cr)				
13	Year	2012-13	2013-14	2014-15	2015-16
14	Net worth				
15	Turn Over				
16	PAT				

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Sir,

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/07 dated 04.10.2016** - **Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks"**. 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.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Dear Sir,

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/07 dated 04.10.2016** - **"Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks".** I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure F - Declaration for Acceptance of Scope of Work

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. NPCI/RFP/2016-17/IT/07 dated 04.10.2016 – "Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks".** I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. NPCI/RFP/2016-17/IT/07 dated 04.10.2016 - "Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks"** in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2016.
For _____.

(Signature)

(Name Designation and Address)

Accepted

(Signature)
(Name Designation)
Date:
Business Address:

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	The bidder should be a Company registered under the Companies Act since last 3 years. a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid b) In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.		Documentary Proof should be submitted
2	The bidder should have minimum annual turnover of Rs 50 Crores during the three financial years (2012-13, 2013-14 and 2014-15) or calendar years 2012, 2013, 2014 or bidder's financial years. The bidder shall provide audited financial statements for the financial year 2015-16 or a declaration certifying the Turnover and Profit duly signed by the statutory auditors / Company Secretary, in the absence of the audited financial statements. a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this. b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.		Audited balance sheets & Profit /loss statement to be submitted.

3	The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. (2012-13, 2013-14, 2014-15) or Calendar years 2012, 2013, 2014 or the Bidder's financial years. The bidder shall provide audited financial statements for the financial year 2015-16 or a declaration certifying the Turnover and Profit duly signed by the statutory auditors / Company Secretary, in the absence of the audited financial statements a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this. b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.		Audited balance sheets & Profit /loss statement to be submitted.
4	The bidder should be authorized to quote for the OEM products and support.		Declaration from OEM
5	The bidder should not be currently blacklisted by any bank / institution in India or abroad.		Self-Declaration as per Annexure D
6	The bidder should have at least 1 live installation in any institution in India with support as on the date of submission of the bids		Relevant Documentary Evidence

Annexure I – OEM / Manufacturer's Authorization Letter

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS

We_____, are official manufacturers/OEM vendors of_____.
We_____ do hereby authorize M/S_____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

RFP for Supply, Installation, Commission and Maintenance of WAN Virtualization for
Data centers & Member Banks
Section 11 - Documents to be put in Envelope 'B'

Annexure J - Technical Compliance

Section 1 – Specifications of DC Devices

S.No	Technical Specifications		Bidder Response	
	General Requirements(DATA CENTER)	**Mandatory / Optional**	**Compliance (Y/N)**	**Remarks**
1	The solution MUST deliver SD-WAN Capability	M		
2	The solution MUST handle the expected data center load minimum 2 Gbps	M		
3	The solution SHOULD support minimum network interfaces (2/4 x 10GBASE-SR and 8 x 1000BaseTX)	M		
4	The solution SHOULD support minimum TCP / UDP Sessions 512K	M		
5	The solution SHOULD support minimum 250+ Secure Paths	M		
6	The solution SHOULD be capable of HA: Active/Passive	M		
7	The solution should be leveraging multiple paths for application traffic.	M		
8	The solution SHOULD be capable of state synchronization between HA devices.	M		
9	The solution SHOULD be capable to use all the available links like MPLS, internet and 4G LTE.	M		
10	The solution SHOULD be capable to send Email alerts on meeting/exceeding the user defined thresholds.	M		
11	The solution SHOULD be capable to be deployable as a layer 2 device	M		
12	The solution should able to configure L2 interface bundle.	O		
13	The solution should Support L3 protocol functionality.	O		
14	The solution SHOULD support PBR.	M		
15	During a hardware failure the solution MUST fail open(Consideration the deployment is not in HA mode)	M		
16	During a failover condition the solution SHOULD fail open < 1sec	M		
17	The solution should support traffic distribution per packet basis	M		

18	Data flowing between the devices is encrypted either using industry standard protocol.	M		
19	The solution MUST provide a centralized management console with redundancy.	M		
20	The solution SHOULD support end to end link monitoring.	M		
21	The solution SHOULD support one way Jitter monitoring (Eg: Site A to Site B & Site B to Side A)	M		
22	The solution SHOULD support one way Latency monitoring (Eg: Site A to Site B & Site B to Side A)	M		
23	The solution SHOULD support one way traffic loss monitoring (Eg: Site A to Site B & Site B to Side A)	M		
24	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc. - without TCP session failover	M		
25	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc - TCP - without UDP session failover	M		
26	The solution SHOULD recover from link failure - alternate link convergence time within milliseconds without session disconnect.	M		
27	Based on N/W analysis of the current setup the solution MUST select path based on link Quality, Policy & link Capacity.	M		
28	The solution Should be capable of sending duplicate data over both links for guaranteed delivery of all applications like data, video & etc, and it has to be configurable feature need to be enabled if required.	O		
29	The solution should continuously check the link flaps, if the link is not stable then put the link in monitor state, once the link is stable for particular time then start sent traffic on that link.	M		
30	The solution SHOULD be capable of selecting path per traffic type (i.e. voice always on MPLS)	O		
31	The solution MUST be capable of traffic prioritization	M		

32	The solution provider MUST provide deployment examples and reference sites/customers on how greater bandwidth was made available to branches sites while keeping bandwidth spend flat.	M		
33	The solution MUST provide a facility to reduce deployment costs with minimized user intervention	M		
34	The solution MUST be configurable so as to easily disable all WAN virtualization and should not have any service impact.	M		
35	The solution MUST provide administrator authentication via TACAS/RADIUS/LDAP	M		
36	The solution MUST interoperate with SyslogNG	M		
37	Proposed hardware should be able to interoperate with the existing products of different vendors.(eg: - cisco, juniper, Nortel, etc.)	M		
38	The solution MUST provide Virtual Link report for daily, weekly, monthly, yearly etc.	M		
39	The solution MUST provide Individual Link Utilization report for daily, weekly, monthly, yearly etc.	M		
40	The solution MUST provide Virtual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M		
41	The solution MUST provide Individual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M		
42	The solution MUST provide system support and maintenance options (i.e. 24x7x365, next business day etc).	M		
43	Real-time traffic duplication across multiple links to mitigate against latency and packet drops only when feature is enabled.	O		
44	It must support IPv4 and shall have the capability to support IPv6 Protocols	M		

45	The solution must not require configuration of the WAN bandwidth as part of the basic configuration process. The available WAN bandwidth can change due to network routing changes and other network events, and the solution must dynamically adjust its consumption of WAN bandwidth in response to packet loss.	O		
46	The solution must not require additional software plug-ins or agents on client or server hosts.	M		
47	The solution must integrate transparently into the existing routing infrastructure & VPN technology. The solution must be completely transparent to existing routing protocols (e.g., OSPF, RIP, BGP, IPSEC, GETVPN etc.). All routing functions, including "dynamic path selection" or any other network routing decisions, must remain the responsibility of the router.	M		
48	The solution must be able to allocate a minimum bandwidth guarantee to each class of applications.	M		
49	The solution must be able to allocate a maximum bandwidth usage cap to each class of traffic. The solution must allow usage to burst above the maximum bandwidth usage cap if no other traffic classes attempt to utilize the available bandwidth	M		
50	The solution must be capable to support license key upgrades to convert appliance models to larger models that support increased numbers (1024) of TCP connections.	O		
51	The solution must support an authentication capability to authenticate a remote peer WAN Virtualization device before performing traffic Virtualization	M		
52	The solution must include a comprehensive logging capability.	M		

53	Logs must be retained in each individual device for a period of at least 6 Months, with inbuilt capability or with external database where storing for longer duration is possible, depending on size of the data.	M		
54	The solution should support TLS 1.2 for management web GUI SSL access for better security.	M		
55	The solution must support SSH for access to the management Command Line Interface.	M		
56	Device should be install in standard 19 inch network rack.	M		
57	The solution must be capable of exporting traffic statistics to Netflow / SIEM collectors.	M		
58	The solution must support centralized monitoring of deployed appliances, including health reporting and archival of log messages.	M		
59	The solution should support role-based administration that can be linked to groups of WAN Virtualization appliances. Depending on their assigned role, administrators may have read-only or read-write.	M		
60	The solution must support alerting notifications through SNMP traps, SMTP email, and remote syslog.	M		
61	Real-time performance statistics, graphical reports, and export. Report by application, link, or QoS class. SNMP support included	M		
62	All reports must be exportable in CSV format / PDF format	M		
63	Traffic types must support All IP-based traffic, such as CIFS, MAPI, HTTP, NFS, SMTP, SNMP, SSL, Oracle, TCP, UDP, and VoIP etc..	M		

64	Application types must support Disaster recovery applications including not limited to Double-Take software, NetApp Snap Mirror/Snap Vault, Veritas Volume Replicator, Oracle Golden Gate, Postgress, EMC SRDF, XGEN, CACM, CAITAM, Eheath, Service desk, SYSEDGE, Automation Tool using MySQL, Database MySQL, MSSQL, IBM DB2, MMIX, HPDataprotector, Symantec Backup, TSM, ARCOS, Apache Tomcat, olive switch, IIS,IBM I series, Netscaler, citrix VDI in a box, Citrix Receiver and Legato; Email (e.g., Exchange, Lotus Notes, SMTP); file services (CIFS, NFS, FTP); document manage	M		
65	Interface Must support virtual interface (IEEE 802.1Q)	M		
66	It must support TCP packet order correction	O		
67	The solution must provide the ability to manage its files through the GUI, including upload, download and deletion.	M		
68	The solution must provide the ability to backup and restore the solution configuration and traffic data.	M		
69	The solution must provide the ability to configure Manual /automatic backups, download/upload backup files, view backups that have been created.	M		
70	The solution must provide summary reporting of user defined Top IP Sources and Destinations with external Netflow server.	M		
71	The solution shall be able to perform time synchronization (NTP, etc)	M		
72	The solution shall support monitoring using SNMP version 2/3	M		
73	If Centralized Management Server is down, no data loss should occur (Historical logs and reports).	M		
74	Eligibility for New version upgrade need to be done as and when required.	M		
75	The configured end device DSCP tagging (If any) should be preserved by the solution without tampering for Quality of Service	M		
76	The solution should have the capability to detect the path MTU	M		
77	Based on user need, the solution should be able to archive/save all the old network configurations, so that it can be used to revert the network configuration when needed	M		
78	The solution have the capability to provide the Mean Opinion Score (MOS) to determine the quality of the application traffic	M		

79	The solution should have the ability to 'pass through' certain applications/traffic without applying any Quality of service parameters which is of no interest to the administrator	M		
80	The solution should be able to send packets on a same path(persistent) based on user need	M		
81	The solution should also be capable of supporting branch to branch secure path in mesh topology, in addition to the path with Primary at DC.	M		
82	The solution should be able to send packets on a same path (persistency) based on the need (User configurable).	M		

Section 2 – Specifications of Member Bank

Sr.No	General Requirements(Member Bank)	Mandatory / Optional	Compliance (Y/N)	Remarks
1	The solution MUST deliver SD-WAN Capability	M		
2	The appliance should handle minimum 10, 16, 32, 50 & 100 Mbps Bandwidth.	M		
3	The solution SHOULD support minimum network interfaces (4 x 1GB)	M		
4	The solution SHOULD support minimum 15 + Secure Paths	M		
5	The solution SHOULD support minimum TCP / UDP Sessions 50 K and above.	M		
6	The solution SHOULD be capable of HA: Active/Passive	M		
7	The solution should be leveraging multiple paths for application traffic.	M		
8	The solution SHOULD be capable of state synchronization between Member HA devices.	M		
9	The solution SHOULD be capable to send Email alerts on meeting/exceeding the user defined thresholds.	M		
10	The solution SHOULD be capable to deployable as a layer 2 device	M		
11	The solution should able to configure L2 interface bundle	O		
12	The solution should Support L3 protocol functionality.	O		
13	The solution SHOULD PBR	M		
14	Proposing hardware should have CPU & memory utilization less than 60%.	O		

15	During a hardware failure the solution MUST fail open(Consideration the deployment is not in HA mode)	M		
16	During a failover condition the solution SHOULD fail open < 1sec	M		
17	The solution should support traffic distribution either per packet basis	M		
18	Data flowing between the devices is encrypted either using industry standard protocol.	M		
19	The solution SHOULD support end to end link monitoring.	M		
20	The solution SHOULD support one way Jitter monitoring (Eg: Site A to Site B & Site B to Side A)	M		
21	The solution SHOULD support one way Latency monitoring (Eg: Site A to Site B & Site B to Side A)	M		
22	The solution SHOULD support one way traffic loss monitoring (Eg: Site A to Site B & Site B to Side A)	M		
23	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc. - without TCP session failover	M		
24	The solution SHOULD support Link failover due to packet loss, Latency, Jitter, link flap & Etc - TCP - without UDP session failover	M		
25	The solution SHOULD recover from link failure - alternate link convergence within milliseconds without session disconnect.	M		
26	Based on N/W analysis of the current setup the solution MUST select path based on link Quality, Policy & link Capacity	M		
27	The solution MAY be capable of sending duplicate data over both links for guaranteed delivery of all applications like data, video & etc, and it has to be configurable feature need to be enabled if required.	O		
28	The solution should continuously check the link flaps, if the link is not stable then put the link in monitor state, once the link is stable for particular time then start sent traffic on that link.	M		
29	The solution SHOULD be capable of selecting path per traffic type (i.e. voice always on MPLS)	M		
30	The solution MUST be capable of traffic prioritization	M		
31	The solution provider MUST provide deployment examples and reference sites/customers on how greater bandwidth was made available to branches sites while keeping bandwidth spend flat.	M		

32	The solution MUST provide a facility to reduce deployment costs with minimized user intervention	M		
33	The solution MUST be configurable so as to easily disable all WAN virtualization and should not have any service impact.	M		
34	The solution MUST provide administrator authentication via TACAS/RADIUS/LDAP	M		
35	The solution MUST interoperate with SyslogNG	M		
36	Proposed hardware should be able to interoperate with the existing products of different vendors (eg: - cisco, juniper, Nortel, etc.)	M		
37	The solution MUST provide Virtual Link report for daily, weekly, monthly, yearly etc.	M		
38	The solution MUST provide Individual Link Utilization report for daily, weekly, monthly, yearly etc.	M		
39	The solution MUST provide Virtual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M		
40	The solution MUST provide Individual Link Quality (Packet loss, Jitter , Latency) report for daily, weekly, monthly, yearly etc.	M		
41	The solution MUST provide system support and maintenance options (i.e. 24x7x365, next business day etc).	M		
42	Real-time traffic duplication to mitigate against latency and packet drops only when feature is enabled.	O		
43	It must support IPv4 and shall have the capability to support IPv6 Protocols	M		
44	The solution must not require configuration of the WAN bandwidth as part of the basic configuration process. The available WAN bandwidth can change due to network routing changes and other network events, and the solution must dynamically adjust its consumption of WAN bandwidth in response to packet loss.	O		
45	The solution must not require additional software plug-ins or agents on client or server hosts.	M		

46	The solution must integrate transparently into the existing routing infrastructure & VPN technology. The solution must be completely transparent to existing routing protocols (e.g., OSPF, RIP, BGP, IPSEC, GETVPN etc.). All routing functions, including "dynamic path selection" or any other network routing decisions, must remain the responsibility of the router.	M		
47	The solution must be able to allocate a minimum bandwidth guarantee to each class of applications.	M		
48	The solution must be able to allocate a maximum bandwidth usage cap to each class of traffic. The solution must allow usage to burst above the maximum bandwidth usage cap if no other traffic classes attempt to utilize the available bandwidth	M		
49	The solution must be capable to support license key upgrades to convert appliance models to larger models that support increased numbers (1024) of TCP connections.	O		
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56	The solution must support centralized monitoring of deployed appliances, including health reporting and archival of log messages.	M		
57	The solution should support role-based administration that can be linked to groups of WAN Virtualization appliances. Depending on their assigned role, administrators may have read-only or read-write.	M		

58	The solution must support alerting notifications through SNMP traps, SMTP email, and remote syslog.	M		
58	Real-time performance statistics, graphical reports, and export. Report by application, link, or QoS class. SNMP support included	M		
59	All reports must be exportable in CSV format / PDF format	M		
60	Traffic types must support All IP-based traffic, such as CIFS, MAPI, HTTP, NFS, SMTP, SNMP, SSL, Oracle, TCP, UDP, and VoIP etc..	M		
61	Application types must support Disaster recovery applications including not limited to Double-Take software, NetApp Snap Mirror/Snap Vault, Veritas Volume Replicator, Oracle Golden Gate, Postgress, EMC SRDF, XGEN, CACM, CAITAM, Eheath, Service desk, SYSEDGE, Automation Tool using MySQL, Database MySQL, MSSQL, IBM DB2, HPDataprotector, Symantec Backup, TSM, ARCOS, Apache Tomcat, olive switch, IIS,IBM I series, Netscaler, citrix VDI in a box, Citrix Receiver and Legato; Email (e.g., Exchange, Lotus Notes, SMTP); file services (CIFS, NFS, FTP); document manage	M		
62	Interface Must support virtual interface (sub-interface based on vlan)	M		
63	It must support TCP packet order correction	O		
64	The solution must provide the ability to manage its files through the GUI, including upload, download and deletion.	M		
65	The solution must provide the ability to backup and restore the solution configuration and traffic data.	M		
66	The solution must provide the ability to configure Manual /automatic backups, download/upload backup files, view backups that have been created.	M		
67	The solution must provide summary reporting of user defined Top IP Sources and Destinations with external Netflow server.	M		
68	The solution shall be able to perform time synchronization (NTP, etc)	M		
69	The solution shall support monitoring using SNMP version 2/3	M		
70	If Centralized Management Server is down, no data loss should occur (Historical logs and reports).	M		

71	Eligibility for New version upgrade need to be done as and when required.	M		
72	The configured end device DSCP tagging (If any) should be preserved by the solution without tampering for Quality of Service	M		
73	The solution should have the capability to detect the path MTU	M		
74	Based on user need, the solution should be able to archive/save all the old network configurations, so that it can be used to revert the network configuration when needed	M		
75	The solution have the capability to provide the Mean Opinion Score (MOS) to determine the quality of the application traffic	M		
76	The solution should have the ability to 'pass through' certain applications/traffic without applying any Quality of service parameters which is of no interest to the administrator	M		
77	The solution should be able to send packets on a same path(persistent) based on user need	M		
78	The solution should also be capable of supporting branch to branch secure path in mesh topology, in addition to the path with Primary at DC.	M		
79	The solution should be able to send packets on a same path (persistency) based on the need (User configurable).	M		

The bidder is required to provide exhaustive list of the hardware, software, etc to implement the project.

Dated this…………………… Day of………………………..2016

(Signature)

(Name)   (In the capacity of)
Duly authorized to sign Bid for and on behalf of

RFP for Supply, Installation, Commission and Maintenance of WAN Virtualization for
Data centers & Member Banks
Annexure K - Client Reference

NPCI/RFP/2016-17/IT/07 dated 04.10.2016

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)   (In the capacity of)
Duly authorized to sign Bid for and on behalf of

Annexure M - Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

Re: NPCI/RFP/2016-17/IT/07 dated 04.10.2016 for Request for Proposal for Supply, installation, commission & maintenance of WAN Virtualization across Data Center & member Banks

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs……………..(Rupees) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide _____ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this…………………… Day of………………………..2016

(Signature)

(Name)   (In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Supply, Installation, Commission and Maintenance of WAN Virtualization for
Data centers & Member Banks
Annexure N - Commercial Bid (<u>Indicative</u>) Format

NPCI/RFP/2016-17/IT/07 dated 04.10.2016

(Line item wise details as per Annexure M **-** Details of all line items of the Commercial Bid,
including AMC charges)

Charges for WAN Virtualization for DC

Line Item	Description	Unit Price	2nd Year - AMC	3rd Year - AMC	4th Year- AMC	5th Year- AMC	Sub Total	Quantity (Appliances in HA mode)	Total Price
1	Solution Supports 2 Gbps							4 *	
2	Solution Supports 1 Gbps							2*	
Total								6 *	

Charges for WAN Virtualization for Top 10 member Bank

Line Item	Description	Unit Price	2nd Year - AMC	3rd Year - AMC	4th Year- AMC	5th Year- AMC	Sub Total	Quantity (Appliances in HA mode)	Total Price
1	Solution Supports 10 Mbps							1*	
2	Solution Supports 16 Mbps							1*	
3	Solution Supports 32 Mbps							12*	
4	Solution Supports 50 Mbps							6*	
5	Solution Supports 100 Mbps							1*	
6	Solution Supports 200 Mbps							2*	
7	Solution Supports 300 Mbps							1*	
	Total							24*	

- **NPCI reserves the rights to changes the quantity of the devices during PO release.**

Taxes as applicable should be mentioned separately in percentage (%) terms.

Dated this…………………… Day of………………………..2016

(Signature)

(Name)   (In the capacity of)
Duly authorized to sign Bid for and on behalf of

Annexure – L

NPCI/RFP/2016-17/IT/07 dated 04.10.2016

Line Item Wise Prices (Details of all line items of the Commercial Bid, including AMC charges)

Line Item	Item Name / Part No	Description	Unit Price	2th Year - AMC	3th Year- AMC	4th Year- AMC	5th Year- AMC	Sub Total	Quantity	Total Price
1										
2										
3										
4										
5										
6										

Annexure Z - Non-Disclosure Agreement

This Agreement is made and entered on this -------- day of -------------, 2016 (“**Effective Date**”) between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051** (Hereinafter referred to as “NPCI”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND
_____, a company registered in _____and having its registered office at _____ (Hereinafter referred to as “-------”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

NPCI and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE
In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose
The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NPCI and ------ to perform the considerations (hereinafter called “Purpose”) set forth in below:

(State the purpose :--)

Article 2: DEFINITION
For purposes of this Agreement, **"Confidential Information"** means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without

breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case

Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, tools or techniques that are similar to or compete with the products, concepts, tools or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of five years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above. **NATIONAL PAYMENTS CORPORATION OF INDIA**	**Successful Bidder Name**
By Name:	By Name:
Designation	Designation