

RFP REF: CO/ITD/CNW/1695/R1/2018-19 dated 26.02.2019 for "Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) Software for Branches, Offsite ATMs and Administrative Offices"

Clarifications

S. No	Clause number	Page no	Clause as per RFP	Bidders request	Clarifications from the Bank
1	Section - II (1.3)	7	The Bidder has to provide manpower support for a minimum period of one year.	Is the resource has to be quoted separately after one year? The resource has to be deployed from start of the project or after completing the implementation?	It is clarified that cost of resource has to be included in RA price. Resource has to be deployed from the day on which NCCM gets configured & installed at central site in order to co-ordinate for implementation.
2	Section - II (2)	7	The Bidder should have earned Net Profit during last two financial years of the Bidder (2016-2017, 2017-2018).	Requesting to Change this clause as ' The Bidder should have registered a net profit (after tax) for any of the last three financial years (FY 2015-16, 2016-17 and 2017-18). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 month will not be acceptable. Annual reports of FY 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).	Please adhere to the terms and conditions of RFP
3	Section - II (2)	7	The Bidder should have supplied and supporting minimum 500 switches of make quoted in single order during last five years (ending 30.09.2018) to at least	We request here for a possible change as " Quoted Maked OEM/ Bidder should have supplied 500 Network equipments/switches or Router in single order or maintained	Please adhere to the terms and conditions of RFP



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			one Bank / Financial Institutions/ Government Organisations/ Public/Private Limited Company in India.	pan india during Last 5 years atleast 1 order referral of Bank/financial/Govt. org./ Pvt., ltd., companies/PSU. should be submitted	
4	Section – II (2)	7	The equipment quoted should be in the leaders quadrant of Gartners Magic quadrant for Wired and Wireless LAN Access Infrastructure for the last year (2018).	<p>Vendors who are part of the leaders quadrant for 5 or more years were proven to be committed to the industry they operate in. In fact the previous qualification criteria asks for an order of minimum 500 switches in the past 5 years. Request Bank to modify the clause to "The euipment quoted should be in the leaders quadrant of Gartners Magic quadrant for Wired and Wireless LAN Access Infrastructure for the last 3-5 years (2014, 15, 16, 17, 18)</p> <p>We would like the bank to accept our request to include Make in India product as a part of the eligibility criteria of the NCCM software – We are a India based startup (certificate attached) focusing on Network Monitoring, NCCM solutions and are not present in the Gartner magic quadrant at this point in time. Some of the salient features below •A solution designed in India (NCCM) is customized and built suitable to Indian Core Banking Environment (Reports, Workflows, Parameters etc).</p>	<p>Please adhere to the terms and conditions of RFP</p> <p>It is clarified that Make in India products are accepted, provided they meet the terms & conditions of RFP for all the products required under the RFP. Development of software can not be attributed to one location.</p>

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				<ul style="list-style-type: none"> Being an India based product we are able to adapt to legacy infrastructure which are typically found in the banking infrastructure Local Indian support Team based out of Bangalore, Delhi and Mumbai 	
				Request for a change as "the equipment quoted should be in the leaders quadrant of Gartner Magic Quadrant for wired and wireless Lan acces infra structure for atleast 3years.	Please adhere to the terms and conditions of RFP
				Vendors who are part of the leaders quadrant for 5 or more years were proven to be committed to the industry they operate in. In fact the previous qualification criteria asks for an order of minimum 500 switches in the past 5 years. Request Bank to modify the clause to "The euipment quoted should be in the leaders quadrant of Gartners Magic quadrant for Wired and Wireless LAN Access Infrastructure for the last 3-5 years (2014, 15, 16, 17, 18)	Please adhere to the terms and conditions of RFP
5	Section - II (3.C)	8	Should provide warranty for one year and AMC for six years whose date will commence either from the date of installation or on completion of 90 days from date of delivery, whichever is earlier.	We request you to consider as "warrannty for 3 years and AMC for 4 years "	Please adhere to the terms and conditions of RFP



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6	Section – II (5)	10	Purchase order for supply of devices will be issued for the entire quantity of equipments called for in the bid. Equipment should be supplied within ten weeks from the date of issue of delivery instructions. The successful bidder should arrange for obtaining Road Permit wherever required	Request bank to do a central delivery at one or two locations and dispatch the switch to branches / admin office / ATM's after the configuration from central location.	Please adhere to the terms and conditions of RFP
				Request to extend the timeline to 14 weeks to deliver at branch locations	Please adhere to the terms and conditions of RFP
7	Section – II (5)	10	The replacement of existing unmanaged switches should be completed within 60 days from the date of delivery of switches. The switches to connect new branches are to be installed within 14 days of issuing such communication.	Requesting for a change as "Replacement of Unmanaged switches should be completed within 90 days from the DOD of the switches, the switches to connect new branches are to be installed within 14 days of issuing such communications	It is clarified that this clause is applicable for installation of all the switches delivered under this RFP Purchase Order. Please adhere to the terms and conditions of RFP
				Request to extend the implementation timelines to 90 Days	Please adhere to the terms and conditions of RFP
8	Section – II (5)	10	The connectivity has to be restored within 24 hours of reporting device issue, either by rectifying fault or replacing with standby equipment.	Request as change as "The connectivity has to be restored within 48hours of reporting device issue , either by rectifying fault or replacing with standby equipment."	Please adhere to the terms and conditions of RFP

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9	Section – II (5)	10	The Management software should be installed centrally within ten weeks from the date of issue of purchase order.	We hereby request to be rephrased as" The management software to be installed in the server within 10 weeks, Where as integration of the procured switches would be done switches are delivered, installed and configured.	It is clarified that management software to be installed in the server within 10 weeks. Existing managed switches and the switches being procured through this RFP are to be managed by NCCM Software from the next day the switches are installed and configured.
10	Section – III	13	Reverse Auction	Our understanding is bank will conduct an reverse auction with 6 nos of extension with an auto bid option. "We request you to amend this clause as reverse auction with 6 no of extension with an auto bid option."	It is clarified that RA will be conducted with unlimited extensions. Further RA procedure details will be shared to technically qualified bidders. Please adhere to the terms and conditions of RFP
11	Section – III (5)	14	Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.	We request you to consider the Validity to get changed 60 days instead of 90 days.	Please adhere to the terms and conditions of RFP
12	Section – III (17)	16	Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder shall sign and date the Contract and return it to the Bank (Format- 7 in section V). Acceptance of purchase order should be	Please confirm this understanding " Client PO can be accepted only after contract has been signed by both the parties We request to change this clause as " Contract shall be signed by both the parties within 15 days of finalization of the successful bidder	It is clarified that PO has to be accepted with in 7 days of issuance of PO & Contract form has to be submitted within 15 days of accepting PO. Please adhere to the terms and conditions of RFP



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			submitted within 7 days from the date of issue of purchase order along with authorization letter.	& Acceptance of purchase order should be submitted within 7 days from the date of issue of purchase order along with authorization letter only if contract has been signed"	
13	Section - III (19)	17	<p>The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.</p> <p>The successful bidder should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery at the destination. Any damage happen to the switches due to non-availability of storage cum erection policy, the successful bidder has to bear the losses.</p>	<p>Bidder can provide insurance only till the date of delivery at the Bank's premises. Once goods has been delivered , ownership will be transferred to the bank.</p>	Please adhere to the terms and conditions of RFP

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14	Section-IV (7)	21	Warranty /AMC	Bidder confirms that all goods delivered are subject to the warranties provided by the OEM. Please note that insofar as is legally and contractually permissible, Bidder will pass onto, resell, or assign to Bank all the third party warranties. Kindly acknowledge and confirm this understanding.	Please adhere to the terms and conditions of RFP
15	Section-IV (7)	22	Comprehensive Onsite AMC after the expiry of warranty/AMC period will be at mutually agreed rates. However, Bank reserves the right to enter into AMC with other vendor.	Since Tco is of 7 years we request bank to provide confirm PO for 7 years, so that bidder can provide confirm prices for AMC.	It is clarified that PO will be issued for contract period of 7 years
16	Section-IV (9)	23	If the successful bidder fails to install the equipments within the period(s) specified, the Bank shall levy penalty at rate of Rs.100/- for each day after specified period. However, the total amount of penalty deducted will be pegged at total installation payment (20% of cost) for that particular switch.	We request to change If the successful bidder fails to install the equipments within the period(s) specified, the Bank shall levy penalty at rate of Rs.100/- for each day after specified period. However, the total amount of penalty deducted will be pegged at 50% total installation payment (20% of cost) for that particular switch.	Please adhere to the terms and conditions of RFP



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17	Section-IV (9)	23	If the successful bidder fails to rectify the branch Managed Switches within 24 hours either by rectification of fault or replacement by a standby device, the Bank shall levy penalty at rate of Rs.1000/- per day or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted will be pegged at total AMC charges payable for six years for that particular switch.	We request to change " If the successful bidder fails to rectify the branch Managed Switches within 24 hours either by rectification of fault or replacement by a standby device, the Bank shall levy penalty at rate of Rs.100/- per day or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted will be pegged at total AMC charges payable for one year for that particular switch.	Please adhere to the terms and conditions of RFP
				The Successful Bidder Fails to rectify the branches managed switches within 2 Business Days either by rectification of faulty or replacement by a stand by device, the bank shall levy a penalty at the rate of Rs. 1000 per day.	Please adhere to the terms and conditions of RFP
18	Section-IV (9)	23	If engineers are absent for more than 12 working days in a year penalty will be charged at the rate of Rs.3,000/- per day for the number of days of absence and will be deducted from subsequent AMC payments.	We request to change "If engineers are absent for more than 12 working days in a year penalty will be charged at the rate of Rs.1,000/- per day for the number of days of absence and will be deducted from subsequent AMC payments"	Please adhere to the terms and conditions of RFP



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19	Section-IV (9)	23	SLA for non-maintenance of uptime of NCCM software	We understand that Penalty is as a % of the total value of AMC charges for Hardware & NCCM software for 1 year..please confirm	It is clarified that penalty for non-maintenance of uptime of NCCM software will be levied on AMC charges payable for NCCM Hardware & software only.
20	Section-IV (9)	23	The maximum penalty levied as mentioned above shall not be more than the 50% of total AMC amount payable(exclusive of Taxes) for one Year.	We request to change "The maximum penalty levied in a year (during warranty /AMC) as mentioned above in clause "9.SERVICE LEVEL AGREEMENT(SLA)" shall not be more than the 10% of total AMC amount payable(exclusive of Taxes) for one Year."	Please adhere to the terms and conditions of RFP
21	Section-IV (10.2)	24	If the site is not ready, installation payment of 20% will be released after 90 days of delivery. The successful bidder has to carry out Power On Self Test (POST) of the Managed Switches and submit the claim for payment with the undertaking that the Managed Switches will be installed / reinstalled as and when required by the bank without any cost	We request to change "If the site is not ready, installation payment of 20% will be released after 30 days of delivery. The successful bidder has to carry out Power On Self Test (POST) of the Managed Switches and submit the claim for payment with the undertaking that the Managed Switches will be installed / reinstalled as and when required by the bank without any cost.	Please refer Amendment - 1
				Change Proposed , If the Site is not ready, Installation payment of 20% will be released after 60 days of	Please refer Amendment - 1



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				delivery	
22	Section - IV (11.1)	25	If the Successful bidder fails to deliver the equipment within the period(s) specified, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of Invoice price of the delayed equipment for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at <u>10%</u> of the contract amount.	The Penalty/ Liquidated damages prescribed in both the clauses to be capped at a maximum 10% of the total contract value. Request the Penalty to be limited to 5% of the contract amount	Please adhere to the terms and conditions of RFP Please adhere to the terms and conditions of RFP
23	Section - IV (12.1)	25	The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part :	Bank may terminate the contract for reasons to be recorded in writing by 90 days written termination notice/ Cure period to the Bidder. In case of termination of the contract, Bank shall be liable to pay the bidder all the dues (for the goods delivered or services rendered, cost incurred, or irrevocable committed to)payable till the effective date of termination.	Please adhere to the terms and conditions of RFP
24	Section - IV (12.2)	25	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful	We request to include the limit of any excess cost "In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services	Please adhere to the terms and conditions of RFP

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			bidder shall be liable to the Bank for 50% of any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated	similar to those undelivered, and the Successful bidder shall be liable to the Bank for of any excess costs(limited to 5% of the quoted value for those particular goods or services) for such similar Goods or Services The excess costs should be capped at 10% rather than 50%. Moreover kindly clarify and acknowledge that any dues till the termination date shall be cleared with 30 days of such termination.	Please adhere to the terms and conditions of RFP
25	Section - IV (14.1)	26	Either party, by 90 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience	Either party by 90 days written notice sent to the other party, may terminate the contract in whole or in part, at any time for its convenience	Please refer Amendment - 2
26	Section - IV (14.1)	26	Termination For Convenience	Please confirm that any costs incurred by Bidder due to such termination shall be reimbursed in actuals.	It is clarified that bank shall pay Bidder for goods delivered and services rendered till the date of termination. Please adhere to the terms and conditions of RFP
27	Section - IV (17)	29	Limitation of Liability	Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set	Please adhere to the terms and conditions of RFP



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				<p>forth in this section shall apply even if any other remedies fail of their essential purpose</p> <p>Please note the aggregate liability of bidder needs to be without any exclusions. Kindly confirm. Further, neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages</p>	<p>Please adhere to the terms and conditions of RFP</p>
28	Section - IV (20)	29	<p>If at the time of supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf.</p>	<p>All indemnities are limited to third party proven claims arising out of direct damages caused by third-party IP infringement. Kindly acknowledge.</p>	<p>Please adhere to the terms and conditions of RFP</p>
29	Section - V (1)(a)	37	<p>Type I Switches - Minimum of 256 MB of DRAM</p>	<p>Request the Bank to modify the clause as " Minimum 512 MB RAM". Among the qualified equipment vendor list, the limiting of Type I switch DRAM to 256 MB is favouring one OEM, 2 out of 3 switching</p>	<p>Please adhere to the terms and conditions of RFP</p>

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				<p>vendors have minimum 512 MB RAM in their entry level edge switching, also, even the Type II switch is asked with 512 MB DRAM. The requirement 512 MB DRAM is that the switch has to process lot of data and policies related to NAC, NBAD etc. In such situations, regardless of WAN Bandwidth available at the Branch, the processing will happen at the Switch port, that will require additional DRAM.</p> <p>Request the Bank to modify the clause as " Minimum 512 MB RAM". Among the qualified equipment vendor list, the limiting of Type I switch DRAM to 256 MB is favouring one OEM, 2 out of 3 switching vendors have minimum 512 MB RAM in their entry level edge switching, also, even the Type II switch is asked with 512 MB DRAM. The requirement 512 MB DRAM is that the switch has to process lot of data and policies related to NAC, NBAD etc. In such situations, regardless of WAN Bandwidth available at the Branch, the processing will happen at the Switch port, that will require additional DRAM.</p>	
30	Section - V (1)(a)	37	Switch Should Support for Minimum of 600 ACEs (IPv4 & IPv6) inclusive of dACLs	Request Bank to clarify whether the inclusive of dACL is only for IPv4 dACLs and not IPv6 dACLs	Yes

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			mentioned above.	Request Bank to clarify whether the inclusive of dACL is only for IPv4 dACLs and not IPv6 dACLs	Yes
31	Section - V (1)(a)	36	Switch port should support a minimum of 64 rules and switch should support a minimum of 384 rules [IPv4].	Switch port should support a minimum of 30 rules and switch should support a minimum of 600 IPv4 and 500 IPv6 rules	Please adhere to the terms and conditions of RFP
				Please do include rules of IPV6 also "Should support Switch port Minimum of 64 rules and switch should support minimum of 384 rules (IPv4) Rules Ipv6 xxxx	Please adhere to the terms and conditions of RFP
				IPv4 is already obsolete and outdated, IPv6 is the replacement of IPv4. Soon IPv4 may go inexistence and less priority given on development of security features and enhancements by majority of Security vendors. Please amend the number of IPv6 Acls also. Cisco Doesn't support more than 30 DACL entries from NAC, hence modify the specification accordingly.	Please adhere to the terms and conditions of RFP
				Please amend the IPV6 DACL rule entries specification for all access switches as it was originally in the last RFP. This will be a future proof for bank's enterprise edge security needs. "Switch port should support a minimum of 64 rules and switch should support a minimum of 600	Please adhere to the terms and conditions of RFP

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				rules (IPv4 & IPv6)."	
32	Section - V (1)(b)	39	Managed Switches and NCCM Software should be from same OEM	we request the bank to consider a Make in India product for NCCM which is vendor agnostic and highly scalable to a minimum of 10000 devices	It is clarified that Switches & NCCM (Make in India) complied is accepted for quoting. Further, Switches & NCCM proposed to be quoted is required to be manufactured by single OEM, since OEM will be responsible for releasing patches both for Switches & NCCM.
				We request the bank to allow an independent OEM to bid for NCCM software or split the tender in two categories - Switches & NCCM, which will allow Software only OEMs with NCCM solution to bid for the opportunity and get a chance to show case our strengths in the technology space	It is clarified that Switches & NCCM proposed to be quoted is required to be supplied by single OEM, since OEM will be responsible for releasing patches both for Switches & NCCM.
33	Section - V (12)	59	Indemnity Clause in NDA	Kindly remove the indemnity clause from the NDA. Separate indemnity in NDA is neither accepted practice nor workable since NDA does not cover any tangible transaction. No risk analysis is possible since exchange of preliminary information under NDA leaves exposure open ended and there is no separate limitation clause in NDA. Moreover the indemnity in the main contract will suffice for all scenarios.	Please adhere to the terms and conditions of RFP



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34	-	-	-	The NCCM solution vendor must be able to provide one live reference of NCCM deployment a minimum of 5000 devices in the BFSI segment.	Please adhere to the terms and conditions of RFP
35	-	-	-	Please clarify whether the Server would be provided for the NCCM software installation	Yes. It is clarified that Successful bidder has to provide the necessary hardware required for installation of NCCM Software at DC & DR.
36	-	-	-	We request you to include criteria for the OEM's with their reference order for the switches supply in BFSI clients for the PAN India Locations, We request you to incorporate a clause where proposed OEM order reference of 3000+ switches to be submitted.	Please adhere to the terms and conditions of RFP

