

Reply to Prebid Queries for Network Hardware RFP - BCC:IT:RRB DC:PROJ:108:157 Dated 08-07-2016

Sr no.	Page no	Point/ Section	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Reply
1	4	Annexure 5, Penalty charges (g)	The SLA charges will be subject to an overall cap for Yearly Service Credit penalty shall be 10% of the contract value and thereafter, Bank has the right to cancel the contract.	The SLA charges will be subject to an overall cap for Yearly Service Credit penalty shall be 5% of the yearly contract value i.e. AMC yearly value	No Change
2	11	2.5	Contract period : The Rate Contract with the selected bidder will be valid for a period till 30th September 2017. The contract will be deemed completed only when all the items contracted by the Bank are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation provided to the Bank.	As per this clause contract period is for one year, but as per the price bid Price required for product with 3 year warranty and thereafter 2 year AMC. Requested to confirm that what is the correct period of contract	The validity of the rates will be till 30th September 2017. RRBs may place additional orders on the fixed rate quoted by selected bidder. However the service contract will be for five years, three years warranty and two years of AMC.
3	17	2.16	The successful Bidder's earnest money deposit will be adjusted against first performance guarantee furnished by the Bidder.	Recommended to refund EMD and consider separate PBG for contract period	No Change
4	31	5.2.3.5	Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services or is limited to 20% on the total purchase order value whichever is lower.	Recommended to keep cap of maximum penalty up to 5% of contract value	No Change
5	34	5.2.4.10, Terms & Conditions	The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	In case of any such changes it would be recommended to consider additional cost impact if any and time schedule accordingly.	No Change. The rates would remain constant till 30/9/2017.
6	37	6.2	Bidder will have to pay penalty to Bank of Baroda @ 1% of the order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5%. If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.	Recommended to keep cap of maximum penalty up to 5% of capex value of incompleting portion	No Change
7	37	6.2	If the successful bidder fails to complete the due performance as per this Agreement, Bank reserves the right to terminate the contract and recover liquidated Damages 10% of contract value.		No Change
8	40	6.1	The payment will be released by Head office of RRBs as follows: 70% of the total cost on delivery of Network hardware plus 100% of VAT / CST & Octroi / LBT/ entry tax as per actuals on production of original receipt. 20% of total cost after one month of successful installation and satisfactory functioning. Balance 10% of the delivered products cost would be payable on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Appendix 11 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.	Recommended following Payment terms: 1- 80% on delivery within 15 days on submission of Invoice 2-20% on Installation & Commissioning within 15 days on submission of Invoice	No Change
9	41	6.10 (AMC Payment)	AMC Payment The payment for AMC will be divided into four equal installments for the year and paid quarterly in arrears. The payment will be made quarterly in arrears on production of original invoice.	AMC Payment The payment for AMC will be divided into 12 equal installments for the year and paid monthly in arrears. The payment will be made monthly in arrears on production of original invoice.	No Change
10		Annexure 5 A	Penalty calculation (Downtime): a) Router 1: 98.33% (System availability) Penalty: 0.14% b) Router 2: 96.39%(System availability) Penalty: 1.54% c) Router 3: 95% (System availability) Penalty: 2.54% d) Router 4: 95% (System availability) Penalty: 2.54% e) Router 5: 93.61% (system availability) Penalty: 3.54% f) Router 6: 90.83% (System availability) Penalty: 5.54% g) Router 7: 88.06% (System availability) Penalty: 7.54% h) Router 8: 86.67% (System availability) Penalty: 8.54% i) Router 9: 72.39% (System availability) Penalty: 18.55% j) Router 10: 43.43% (System availability) Penalty: 38.55%	Penalty calculation (Downtime): a) Router 1: 98.33% (System availability) Penalty: 0.14% b) Router 2: 96.39%(System availability) Penalty: 0.25% c) Router 3: 95% (System availability) Penalty: 0.5% d) Router 4: 95% (System availability) Penalty: 1% e) Router 5: 93.61% (system availability) Penalty: 1.5% f) Router 6: 90.83% (System availability) Penalty: 2% g) Router 7: 88.06% (System availability) Penalty: 2.5% h) Router 8: 86.67% (System availability) Penalty: 3.5% i) Router 9: 72.39% (System availability) Penalty: 4% j) Router 10: 43.43% (System availability) Penalty: 5%	No Change
11			The Bidder should be an authorized partner with the highest level of partnership with the OEM at least for the last 3 years	The Bidder should be an authorized partnerwith OEM at least for last 3 years	No Change
12			The Bidder should have supplied & supported A. Minimum 700 Routers and 500 Switches of the same or higher model of the same make as quoted against the Appendix-1A, 1B AND B. Should have supplied, installed and supported -- NW HW order value of B1. Max 8 Orders of Rupees 50 Lacs each (or) B2. Max 20 Orders of Rupees 20 Lacs value each (or) B3. Max 40 Orders of Rupees 10 Lacs each Total Value per Year to meet the said amount (B1 / B2 / B3) can be taken into account in each year for the past 5 Years to various branches/offices of Commercial Banks / Financial Institutions / Govt. Organizations in India having a large branch network geographically spread across the country	Minimum 700 Routers and 500 Switches. B . Should have supplied, installed or supported -- NW HW order value of or B1. Min 4 to Max 8 Orders of Rupees 50 Lacs each (or) B2. Max 20 Orders of Rupees 20 Lacs value each (or) B3. Max 40 Orders of Rupees 10 Lacs each Total Value per Year to meet the said amount (B1 / B2 / B3) can be taken into account in each year for the past 5 Years to various branches/offices of Commercial Banks / Financial Institutions / Govt. Organizations in India having a large branch network geographically spread across the country.	No Change
13	1	Point#27/Annexure 1A - 1C - Technical Specification	Current Card Slot should be replaceable with Higher or Enhanced Slot for modularity and future expansion to higher Bandwidth and Flash should also be expendable.	Bank has specified the minimum requirements only, we request the bank to specify the maximum value for scalability of the flash as well	The flash memory should be scalable minimum upto 1GB.

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14	1	Point#3/Annexure 1A - 1C - Technical Specifications	The router should support a default DRAM of minimum 512 MB	Bank has specified the minimum requirements only. Please specify whether Bank would like the DRAM to be scalable. If yes, then please specify the maximum limit.	The DRAM should be scalable minimum upto 2GB.
15	NA	NA	Additional Clause	Since Bank has branch IP telephony then having a PoE switchport on the router will ensure branch survivability in case of a branch switch failure. We request the Bank to consider support for PoE LAN module on the proposed router. We request the bank to consider "The router should support power over Ethernet."	No Change
16	37	6.4	Installation	Request you to allow 7 working days for installation from the date of receipt of the NW HW. Please consider penalty of .5% of the order value delay per day instead of 1% of the order value delay per day.	No Change
17	38	6.5	Bidder will be responsible for terminating the existing network link (in case of Router / Switch) and mounting existing network hw (in case of Rack) at no extra cost to Bank from the old	Please clarify the point for the mounting existing network hw. Is it un-mounting the existing setup router/switch? Hope any required patch chords will be provided by bank	The installation engineer should keep patch cords for interconnectivity of the devices.
18	19	3.3	3. Bidder needs to install and integrate the network hardware in the branches/ offices of Bank sponsored RRBs in co-ordination with the existing system integrator for integrating with present system / setup for the branches to function smoothly.	Please clarify the ownership to configure / fine-tune /ownership of the existing network devices	The ownership lies with the successful bidder. The System Integrator will only do remote configuration after installation. In case of implementing any new config like IPv6 /IPv4-to-IPv6/Multicast/NAT or any other Bidder shall provide the required configuration and test with the System Integrator. In case of requirement of any IOS/Patch for existing , bug cases or new configuration, Bidder has to provide the same and run/upgrade it too on router. System Integrator will only check if IOS is updated or not Bidder should update us for any bug cases and its resolution .
19	28	5.1.4.6.2	The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty / AMC period at their support office across the country. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty / AMC period at their support office across the country.	We request to clarify on any specific model to be spare and quantity of spares. Would spares to be stored in Bank's premises or any specific location	The vendor has to provision for at least 10% of total quantity of the provided Routers/switches as spare to be kept at bidder's premises.
20			Yearly preventive maintenance (if required) in consultation with the Bank 's team of all the equipments needs to be conducted which should inter alia include cleaning of inside and outside of all equipments during warranty / AMC period. Preventive Maintenance will include replacement of worn-out parts etc.	We request to clarify is preventive Maintenance is a mandatory	Preventive maintenance is not mandatory. However bank expects a proactive approach from vendor for maintenance during the warranty and AMC period. Bidder to ensure non-failure of Routers/switches due to non maintenance of the equipments leading to disruption of branch Operations
21	52	6.34 Limitation of Liability	Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP. Under no circumstances BOB shall be liable to the bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this RFP or subsequent Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against Bidder. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability.	Bidder requests to modify this Section to read as follows: Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals not exceeding the value of the relevant purchase order . Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP. Under no circumstances shall either party be liable for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this RFP or subsequent Agreement, even if the party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability. "Willful Misconduct" means any act or omission of a	No Change
22	50	6.27 Termination	(b)(i) The Bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.	Bidder request to increase the cure period from 15 to 30 days and make the termination for breach clause mutual	No Change
23	47	6.20 Confidentiality	5(d) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.	Bidder request that the confidentiality obligations to survive for 3 years from the last date of disclosure of confidential information	No Change

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24	45	6.19 Solicitation of Employees	Vendor should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. Vendor should agree that for the period of the contract and one year thereafter, the vendor will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the Bank.	Bidder request to make this clause mutual	No Change
25	44	6.16 Inspection of Records	All Vendor records with respect to any matters covered by this Tender shall be made available to the Bank or its designees, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities	Bidder request that any audit by Bank shall be subject to certain security and confidentiality restrictions applicable to Bidder's premises or other client's data	No Change
26		6.15 Indemnity	The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: <input type="checkbox"/> Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or <input type="checkbox"/> an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or <input type="checkbox"/> claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or <input type="checkbox"/> claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors <input type="checkbox"/> breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or <input type="checkbox"/> any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or <input type="checkbox"/> breach of confidentiality obligations of the Vendor contained in this RFP; and/or <input type="checkbox"/> Negligence or gross misconduct attributable to the Vendor or its employees or subcontractors. <input type="checkbox"/> Loss of data due to vendor provided facility.....	The indemnification obligation is very broad and without providing the detailed and established norms for indemnification. To make the contract reasonable and commercially viable as per standard practice observed within the industry, we request that the clarity be provided in the agreement that Indemnity shall only be restricted to third party claim for (i) IPR Infringement indemnity, (ii) bodily injury and death and tangible property damage due to gross negligence and willful misconduct, (iii) confidentiality claims. The process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.	No Change
27	19	3	Bidder needs to install and integrate the network hardware in the branches/ offices of Bank sponsored RRBs in co-ordination with the existing system integrator for integrating with present system / setup for the branches to function smoothly	1. Please share the details of expected configuration for both router & Switch 2. Please share the details of the present system/setup to be integrated with.	The details will be shared with selected bidder.
28	37	6.2	NW HW should be delivered within 6 weeks for non road permit area and 8 weeks for Road Permit area from the date of purchase order	Request bank to change it to NW HW should be delivered within 8 weeks for non road permit area and 10 weeks for Road Permit area from the date of purchase order	No Change
29	53	6.36	Service Provider shall be liable to pay penalty as per SLA. If the Service Provider fails to complete the due performance as per Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value	Request bank to change it to :if the Service Provider fails to complete the due performance as per Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages of 5% of contract value	No Change
30	NA	NA	Additional Clause	We request the bank to advise the scalability for number of routes to be supported on the router to be proposed as per Annexure 1A.	Proposed Router should support following scalability limits: Minimum Flash - 1GB Minimum DRAM - 2GB Minimum WAN Ports - 2 Times 1GigE Minimum No of Serial Ports - 2 Routes - 3 lac
31	1	Appendix 12 - Undertaking of Support from OEM	To adhere to the delivery schedule and accept the LD clause as per tender terms.	As a bidder we have been authorized by the OEM to negotiate the terms of the contract with the Bank. We requests that this clause be removed from Appendix 12.	The delivery schedule is the responsibility of the bidder/vendor.
32	2	Annexure 4 - Eligibility Criteria Compliance	The Bidder should have supplied & supported A. Minimum 700 Routers and 500 Switches of the same or higher model of the same make as quoted against the Appendix-1A, 1B AND B. Should have supplied, installed and supported -- NW HW order value of B1. Min 8 Orders of Rupees 50 Lacs each (or) B2. Min 20 Orders of Rupees 20 Lacs value each (or) B3. Min 40 Orders of Rupees 10 Lacs each Total Value per Year to meet the said amount (B1 / B2 / B3) can be taken into account in each year for the past 3 Years to various branches/offices of Commercial Banks / Financial Institutions / Govt. Organizations in India having a large branch network geographically spread across the country	We request the Bank to specify the specific type of organizations from whom the reference letters are acceptable for clause#A.	Bank will accept the credentials provided by Banks/financial institute where the bidder has provided minimum 700 Routers and 500 Switches to a single customer in the last three financial years. Appendix 1A, 1B to be read as Annexure 1A, 1B. Network hardware models to be clearly mentioned and its product data sheet to be submitted in Technical Bid submission.

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33	1	Annexure 4 - Eligibility Criteria Compliance	Interested OEM / Principal NW HW vendors should :- <ul style="list-style-type: none"> • Be in Network Hardware business, at least for a period of last three years. (As on RFP date) • Have made Net Profits in each year for the last three financial years. • Have minimum turnover out of Indian operations of not less than 150 crore per year from Network hardware alone as per last three years audited financial statement. (Above clause applicable for the Router and Switch OEM whose systems / products are quoted and not applicable for Rack OEM) • Have received ISO 9001:2008 & 14001:2004 certifications for manufacturing facility from where the equipments will originate. • Should have direct support offices across the country. No generic call centre or telephonic support is accepted. 	Since Bank of Baroda RRB is geographically spread across the country we request the Bank to specify the locations of support depots for the OEM across the country as well since this will help use maintain maximum uptime.	The OEMs should have the support depots in the states where the RRBs are present viz. Uttar Pradesh, Rajasthan and Gujarat
34	Annexure 4 - Eligibility Criteria Compliance Page 2	5	A. Minimum 700 Routers and 500 Switches of the same or higher model of the same make as quoted against the Appendix-1A, 1B	suggest to change to " Minimum 700 Routers or 500 Switches of the same or higher model ". Huawei has supplied more than 2000 pcs switches in SBI and more than 700 pcs routers in ICICI. Huawei serves more than 300 banks in the world, including the 6 top 10 banks. We hope we can have the honor and chance to take part in this case .	No Change
35	37	RFP RRB - Network HW.pdf 6. Terms of Reference	6.2 Delivery: NW HW should be delivered within 6 weeks for non road permit area and 8 weeks for Road Permit area from the date of purchase order.	Request delivery schedule to be changed to 8 weeks for non-road permit and 10 weeks for road permit area from the date of purchase order as the equipment shipment from factory to destination [bidder stores] will be 6 weeks. Equipments has to be further shipped to Branches, hence the request to change the delivery timelines.	No Change
36	38	RFP RRB - Network HW.pdf 6. Terms of Reference	6.7 Warranty: In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire network hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement / correction of defects.	Does this mean that the router warranty has to be considered for 4 years?	Router warranty period is 3 years starting from the date of acceptance by branch. AMC period is 2 years post warranty. Only in the case of equipment/part replacement in the last year of warranty, the warranty of the product would be extended by 12 months from the date of replacement for that equipments only.
37	5	Annexure 5 - Service Levels Definitions for NW HW.pdf FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE	1) The Bank personnel shall notify the Bidder DC HELPDESK to report a Service Outage. The Bidder DC HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.	Is "Bidder DC HELPDESK" means bank expecting bidder to deploy onsite resources at Bank's central site for helpdesk?	No, Bank doesnot require any onsite resource at Bank's premises. However it is expected that Bidder will have a centralised facility where bank can notify through phone call or mail to report for support or service outage.
38				Please confirm the minimum quantity of the routers /Switches to be placed for order under this Rate contract RFP.	The tentative order quantity is 80 routers, switches and racks each. The quantity may vary as per the requirement of RRBs.
39			Last Date of Submission of RFP Response (Closing Date) : 3:00 PM on 1st Aug 2016	Please extended the Bis submission till 10th Aug 2016.	No Change