

RFP for supply installation & Maintenance of Video Conferencing Equipment - NPCI/RFP/2016-17/IT/15 dated 02.02.2017

Response to consolidated list of Pre-bid queries

S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
1	Section 4 - Eligibility Criteria	14	4.1 Eligibility Criteria	The bidder should be a Company registered under the Companies Act/ Partnership firm / LLP since last 3 years.	We are proprietor firm from last 7 years and in 2015 we converted our firm into Pvt Ltd and we are having the turnover of more than 10 crores and have executed many orders in govt departments and are having a single order of 10 crores in High Court MPPLA of Video Conferencing alone. We have implemented more than 200 courts in MP.	Request you to please clarify that the proprietorship concern converted to Pvt Ltd are eligible with 3 years credentials (with 2 years as a proprietor and 1 year as Pvt Ltd.)	The RFP clearly states that the Bidder should be a Company registered under the Companies Act/ Partnership firm / LLP since last 3 years, since the Bidders is operating as Pvt. Ltd. Company since 1 year, the Bidder is not complying the criteria laid down in RFP.
2	Section 9 - Technical Specifications	36	Point No. 2	MCU should be appliance or virtualized platform including hardware, software and virtual licences based with 40 x 720p 30 HD ports with scalability to support 80 ports on same hardware and the Bridge should support 40 concurrent. Conferences from the day one.	We request you to kindly consider 40 ports 720p 30fps and for future upgradation buy the same machine, because this configuration makes you 50% cheaper and in future you can buy the same machine on same price, and you can use both the machines simultaneously with full capacity of 80 ports or you can use single machine up to the limit of 40 ports. In case of any failure of any machine other machine will be available as redundant. The above configuration is used by NIC Govt Organisation from past 10 years to keep the system run for 24 x 7.		Minimum 20 concurrent conferences having each conference to support minimum 4 different sites at a time on day one with 720 P.
3	Section 9 - Technical Specifications	37	Point No. 30	The Management application should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	Battery is not a part of MCU so this feature will not be there. Request you to please remove this feature.		No change in RFP
4	Section 9 - Technical Specifications	37	Point No. 37	Should support up to 6 or more concurrent video conferencing recording sessions with full video, audio and content.	Our machine supports 5 Concurrent videos. 6 is specific to one OEM only therefore requesting you to please change it to 5 for health		No change in RFP
5	Section 9 - Technical Specifications	37	Point No. 39	Call control system & Firewall should support minimum 50 concurrent calls and should support 200 concurrent calls in future through software license.	We would like to clarify when the MCU capacity is only 40 ports 720p30 and 80 ports 720 p 30 in the future, this point is mismatch with the above specifications. Kindly clarify.		No change in RFP

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6	Section 8 - Terms and Conditions	25	8.6 Key Deliverables:	Web Suite with 60 concurrent call licenses. (Hardware & Software)	"Web browser calling capability with 50 concurrent call licenses. (Hardware & Software)"	Here it is assumed that the reference to Websuite is web browser based conferencing. Is the understanding correct? If yes, then The requirement of concurrent calling from browser should be in line with the call control device and firewall traversal applications ; they have been asked with 50 concurrent calls. Hence the Web browser calling should also be in line with this requirement. Request you to reduce the concurrent call licenses to 50 licenses.	Quote for 50 licenses
7	Annexure N - Commercial Bid (Indicative) Format	55	Table A: point 6	Web Suite with 60 concurrent call licenses. (Hardware & Software)	"Web browser calling capability with 50 concurrent call licenses. (Hardware & Software)"	Here it is assumed that the reference to Websuite is web browser based conferencing. Is the understanding correct? If yes, then The requirement of concurrent calling from browser should be in line with the call control device and firewall traversal applications ; they have been asked with 50 concurrent calls. Hence the Web browser calling should also be in line with this requirement. Request you to reduce the concurrent call licenses to 50 licenses.	Quote for 50 licenses
8	Section 8 - Terms and Conditions	26	8.10 Warranties and Support	In case if EOL/EOS declares during the contract period vendor should replace the latest device with free of cost.	"In case if EOL/EOS declares during the contract period vendor should provide letter for service support on device till the end of contract period."	Since the devices will be covered under service back to back with OEM support services should be asked for rather than replacement with latest device/ new product.	No change in RFP
9	Annexure I - OEM / Manufacturer's Authorization Letter	50	Annexure I - OEM / Manufacturer's Authorization Letter	We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.	"We hereby extend our full warranty, with respect to the Goods offered by the above firm."	VC products are offered under Warranty and not guarantee.	No change in RFP

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10	Section 4 - Eligibility Criteria	14	4.1 Eligibility Criteria, point 6	The bidder should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years.	The bidder OR OEM should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years.	The OEM solution needs to be implemented and running successfully. Request you to relax the clause to consider bidder OR OEM qualification	No change in RFP
11	Section 4 - Eligibility Criteria	To be included	Mandatory change recommended	New Clause	"The OEM must be in leaders' quadrant in latest Gartner Magic Quadrant for Group Video Systems report for the last three consecutive years."	This clause is essential to ensure NPCI get the best of technologies for evaluation and compete against each other and avoid competition between unequal technologies.	Only T1 Bidder and those within the band of 10% from the T1 Score would be considered
12	Annexure H - Eligibility Criteria Compliance	49	Point 6	The bidder should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years.	The bidder OR OEM should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years.	The OEM solution needs to be implemented and running successfully. Request you to relax the clause to consider bidder OR OEM qualification	No change in RFP
13	Annexure K - Technical Compliance	52	point 30	The Management application should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The solution should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The event logging information is dependent on application type and the overall solution provides this capability at different levels.	No change in RFP

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15	Section 9 - Technical Specifications	36	point 13	The MCU standalone or with an H.323 gatekeeper or SIP registrar or proxy.	The MCU should be able to work on standalone basis and should be able to register with H.323 gatekeeper and SIP registrar or proxy.	We recommend considering SIP registrar as mandatory feature as it allows for IP telephony integration.	No change in RFP
16	Section 9 - Technical Specifications	36	point 4	Video support H.261, H.263 (H.263++), H.264, H.264	Video support H.261, H.263 (H.263++), H.264, H.264 High profile or H.265	The MCU should support latest compression technologies which save bandwidth still offering higher resolution. Hence request you to consider addition of H.264 HP or H.265	Its equivalent or higher
17	Section 11 - Documents to be put in Envelope „B“	51	Annexure K - Technical Compliance , point 4	Video support H.261, H.263 (H.263++), H.264, H.264	Video support H.261, H.263 (H.263++), H.264, H.264 High profile or H.265	The MCU should support latest compression technologies which save bandwidth still offering higher resolution. Hence request you to consider addition of H.264 HP or H.265	Its equivalent or higher
18	Section 11 - Documents to be put in Envelope „B“	51	Annexure K - Technical Compliance , point 13	The MCU standalone or with an H.323 gatekeeper or SIP registrar or proxy.	The MCU should be able to work on standalone basis and should be able to register with H.323 gatekeeper and SIP registrar or proxy.	We recommend considering SIP registrar as mandatory feature as it allows for IP telephony integration.	No change in RFP
19	Section 11 - Documents to be put in Envelope „B“	52	Annexure K - Technical Compliance , point 37	Should support up to 6 or more concurrent video conferencing recording sessions with full video, audio and content.	Should support up to 6 or more at HD1080p concurrent video conferencing recording sessions with full video, audio and content.	Since NPCI is using 1080p systems and the bridge will be capable of delivering 1080p we should consider recordings as well on 1080p30	No change in RFP

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21	Section 8 - Terms and Conditions	25	8.6 Key Deliverables:	Web Suite with 60 concurrent call licenses. (Hardware & Software)	"Web browser calling capability with 50 concurrent call licenses. (Hardware & Software)"	Here it is assumed that the reference to Websuite is web browser based conferencing. Is the understanding correct? If yes, then The requirement of concurrent calling from browser should be in line with the call control device and firewall traversal applications ; they have been asked with 50 concurrent calls. Hence the Web browser calling should also be in line with this requirement. Request you to reduce the concurrent call licenses to 50 licenses.	Quote for 50 licenses
22	Annexure N - Commercial Bid (Indicative) Format	55	Table A: point 6	Web Suite with 60 concurrent call licenses. (Hardware & Software)	"Web browser calling capability with 50 concurrent call licenses. (Hardware & Software)"	Here it is assumed that the reference to Websuite is web browser based conferencing. Is the understanding correct? If yes, then The requirement of concurrent calling from browser should be in line with the call control device and firewall traversal applications ; they have been asked with 50 concurrent calls. Hence the Web browser calling should also be in line with this requirement. Request you to reduce the concurrent call licenses to 50 licenses.	Quote for 50 licenses
23	Section 8 - Terms and Conditions	26	8.10 Warranties and Support	In case if EOL/EOS declares during the contract period vendor should replace the latest device with free of cost.	"In case if EOL/EOS declares during the contract period vendor should provide letter for service support on device till the end of contract period."	Since the devices will be covered under service back to back with OEM support services should be asked for rather than replacement with latest device/ new product.	No change in RFP

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24	Annexure I - OEM / Manufacturer's Authorization Letter	50	Annexure I - OEM / Manufacturer's Authorization Letter	We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.	"We hereby extend our full warranty, with respect to the Goods offered by the above firm."	VC products are offered under Warranty and not guarantee.	No change in RFP
25	Section 4 - Eligibility Criteria	14	Point 6	The bidder should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years.	Bider/OEM installation	we request NPCi Committee to modify the eligibility criteria of the bidder should have one live installation of the proposed solution in any institution in India. We would also like to inform you that we will not have one single bidder who has done the complete installation (MCU and other infrastructure) in one single order. considering the above point to have maximum participation for the competitive bid we request to consider installation criteria as OEM/bidder.	No change in RFP
26	Section 4 - Eligibility Criteria	15	Point 7	The solution offered (make, but not necessarily the model proposed) should have an implementation base of atleast two live installations in India with support in place.	Bider/OEM installation	we request NPCi Committee to modify the eligibility criteria of the bidder should have one live installation of the proposed solution in any institution in India. We would also like to inform you that we will not have one single bidder who has done the complete installation (MCU and other infrastructure) in one single order. considering the above point to have maximum participation for the competitive bid we request to consider installation criteria as OEM/bidder.	No change in RFP

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28	Annexure K - Technical Compliance	52	point 30	The Management application should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The solution should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The event logging information is dependent on application type and the overall solution provides this capability at different levels.	No change in RFP
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35	Section 9 - Technical Specifications	37	point 37	Should support up to 6 or more concurrent video conferencing recording sessions with full video, audio and content.	Should support up to 6 or more at HD1080p concurrent video conferencing recording sessions with full video, audio and content.	Since NPCI is using 1080p systems and the bridge will be capable of delivering 1080p we should consider recordings as well on 1080p30	No change in RFP
36	Section 3 - Scope of Work	10	Point 12	The vendor should integrate VC solution with NPCI's existing Call (audio) Manager for call control and existing legacy setup	we need information of existing call manager with make and version detail.	we would require this information for proposing compatible solution.	The details of the relevant integration if required to be done would be intimated to the L1 Bidder
37	3.1 Scope of work	13	3.1(45)	Additional Licenses and the support to be procured at the same cost during the Contract Period	This should be on mutual consent.Request to accept this		1 year warranty with 3 years Comprehensive AMC
38	Section 4 - Eligibility Criteria	14	4.1(3)	The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2013-14, 2014-15, 2015-16 or Calendar years 2013, 2014, 2015 or the Bidder's financial years.	Request to modify the clause as below " The bidder should be a profit making company in any of the last 3 financial years OR The bidder should have POSTIVE NETWORTH in the last 3 financial years		No change in RFP

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39	Section 4 - Eligibility Criteria	14	4.1(6)	The bidder should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years.	Request to Modify the clause as below "The bidder/ OEM should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years"		No change in RFP
40	Section 4 - Eligibility Criteria	15	4.1(7)	The solution offered (make, but not necessarily the model proposed) should have an implementation base of atleast two live installations in India with support in place.	Request to Modify the clause as below "The solution offered (make, but not necessarily the model proposed) should have an implementation base of atleast two live installations in India with support in place by the bidder /OEM "		No change in RFP
41	5.7 Earnest Money Deposit (EMD)	17	5.7	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	Request to keep the BG validity of 6 Months with claim period of 2 months	As per the RFP clause, EMD claim period is more than the BG validity period.Hence we request for the amendment	No change in RFP
42	Period of Validity of Bids	17	5.10,	Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.	Request to consider the price validity for 90 days		No change in RFP
43	Term of the Order	24	8.2	The term of the Notification of Award/Purchase Order shall be for a period of 4 years.	Request to give more clarity on this. Does it mean, the warranty is for 4 years or the price validity is for 4 year?		For Warranty - please refer to Clause # 8.10 : Warranties and Support. However, the term of the purchase order shall be for 4 years.

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44	Performance Bank Guarantee	24	8.4	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.	Request to keep the BG validity of 36 Months with claim period of 3 months only	As per the clause the PBG is required for 4 years.Hence we request for this amendment	No change in RFP
45	Performance Bank Guarantee	24	8.4	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.	As per RFP clause 8.17, 10% payment will be released on submission of PBG . with this, we need to submit 2 PBGs.Hence we request to relax this PBG and keep one BG only		No change in RFP
46	Key Deliverables:	25	8.6	Include 1+3 years of - 24 X 7 - type of OEM support services in the solution.	Please confirm the warranty required is 3 years of 4 years		1 year warranty with 3 years Comprehensive AMC
47	Implementation schedule and location	25	8.7	The hardware shall be delivered within 4-6 weeks of receipt of the Purchase Order and installed within 1-2 weeks from date of delivery. Total implementation timeline will be maximum 8 weeks	We request to consider the delivery period of 6-8 weeks		No change in RFP
48	Implementation schedule and location	25	8.7	The hardware shall be delivered within 4-6 weeks of receipt of the Purchase Order and installed within 1-2 weeks from date of delivery. Total implementation timeline will be maximum 8 weeks	We request to consider the installation time frame of 3-4 weeks		No change in RFP
49	Service Level Requirements	27	8.12	Uptime of centralised of video conferencing	Request to consider the uptime of 95% annually		No change in RFP

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50	Penalty on non-adherence to SLAs	27	8.13	i)0.25% of the total Order value if the bidder is not able to meet below 99% to 98% service uptime per month ii)0.50% of the total Order value if the bidder is not able to meet below 98% to 97% service uptime per month iii)If the uptime is below 97%, per month NPCI would have the option to levy penalty of 1% of the total Order value	Requeust to consider the Penalty of 0.5% of item which is reported as down ,per week to maximum of 5%		No change in RFP
51	Penalty on non-adherence to SLAs	27	8.13	i)0.25% of the total Order value if the bidder is not able to meet below 99% to 98% service uptime per month ii)0.50% of the total Order value if the bidder is not able to meet below 98% to 97% service uptime per month iii)If the uptime is below 97%, per month NPCI would have the option to levy penalty of 1% of the total Order value	Penalty upper capping is not mentioned.Request to consider the upper capping of 0.5% of the product which is reported as down		No change in RFP
52	Prices	28	8.14	Price shall remain fixed for a period one (1) year 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.	Request to consider the price validity for 90 days		No change in RFP
53	Repeat Orde	28	8.15	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 4 years from the date of acceptance of award / Purchase Order.	Please note keeping the prices valid for a period of 4 years is not possible. Hence the repeat order to be placed on the mutual consent with the Bidder . Request to accept this		No change in RFP

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54	Payment Terms	28	8.17	90% Payment will be made after successful installation, commissioning and signoff of the Videoconferencing Equipment by Authorized Personnel from NPCI. 10% Payment will be made on completion of the period of warranty or on submission of Bank Guarantee(as per Annexure A) of similar value valid till date of expiry of the warranty period with a claim period of an additional 12 months from the date of expiry of the Bank Guarantee	Request to consider the following payment terms 90% on Delivery and 10% on installation and submission of PBG		No change in RFP
55	Payment Terms	28	8.17	AMC Payment Payment for AMC shall be made quarterly in arrears, after the expiry of warranty within 30 days from the date of receipt of correct Invoice along with the supporting documents	Request to consider the AMC payment " Quarterly Advance"		No change in RFP
56	Payment Terms	28	8.17	FM Services: Payment shall be released monthly in arrears.	Request to consider the following FM payment terms "Payment shall be released monthly advance"		No change in RFP
57	Taxes and Duties	24	8.5	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.	Request to add the following text at the end of the lines "Any change in incidence of taxes, new taxes payable due to a change in applicable taxation law (including, without limitation, introduction of Goods & Services Tax (GST)) shall be billed by the Bidder, and paid by the NPCI. Further, increase in cost due to any restriction or inadmissibility of credits under the new taxation law or rules (e.g. under GST) or due to change in statutory responsibility to pay tax shall be passed to the Purchaser from the date of such chang"		No change in RFP

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58	Bidder's Liability	29	8.21	<p>he 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. RFP for supply, installation and maintenance of Video Conferencing Equipment 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.</p>	<p>The clause can be suitably modified as under:- 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 20% of the value of the contract/ purchase order. RFP for supply, installation and maintenance of Video Conferencing Equipment The Bidder's liability in case of claims against NPCI from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. However, the Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profits, income, business, anticipated savings or reputation.</p>		No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
59	Order Cancellation	31	8.25	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 installation 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	30 days prior written notice is required in case of Bidder's failures. Request to add the following text at the end of the clause "by giving 30 days written notice"		No change in RFP
60		10	3.1	12. The vendor should integrate VC solution with NPCI's existing Call (audio) Manager for call control and existing legacy setup	Existing Call (audio) manager architecture and software version need to be provided.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder
61		11	3.1	16. The solution should integrate with the NPCI's existing recording system	Existing recording system make/model and software version needs to be provided.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder
62		11	3.1	17.The solution should have a capability to handle conferencing of 80 HD video calls	80 HD concurrent video calls in 720p or 1080p ?		720 P
63		11	3.1	18. ...16 windows should be viewed on the screen and the windows should be manageable for convenience	Feature is vendor specific.		No change in RFP

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64		11	3.1	19. The Solution should also support audio conferencing arrangement available with the Board room VC solutions.	Existing audio conferencing make, model for integration capability.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder
65		14	4.1	6. The bidder should have at least 2 live installations of the proposed solution (make, but not necessarily the model proposed) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years. 7. The solution offered (make, but not necessarily the model proposed) should have an implementation base of atleast two live installations in India with support in place.	Please amend clause to : 6. The bidder should have at least 2 live installations of video conferencing solution (any make and model) in any institution in India, with support as on the date of submission of the bids. These installations should have been done over a period of last 5 years. 7. The solution offered (any make and model) should have an implementation base of atleast two live installations in India with support in place.		No change in RFP
66		25	8.7	8.7 Implementation schedule and location The hardware shall be delivered within 4-6 weeks of receipt of the Purchase Order and installed within 1-2 weeks from date of delivery. Total implementation timeline will be maximum 8 weeks	Total implementation timeline should be 12 weeks as delivery cannot be done in less than 6 weeks considering RA, import and customs clearance plus 6 weeks for installation.		No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
67		26	8.17	<p>Payment Terms: Hardware/ Software 90% Payment will be made after successful installation, commissioning and signoff of the Videoconferencing Equipment by Authorized Personnel from NPCI. 10% Payment will be made on completion of the period of warranty or on submission of Bank Guarantee(as per Annexure A) of similar value valid till date of expiry of the warranty period with a claim period of an additional 12 months from the date of expiry of the Bank Guarantee. Implementation:</p>	<p>Request change for Payment Terms as all vendors make upfront paymnt to OEM for the hardware /software purchased. Hardware/ Software 90% Payment on Delivery of Hardware and Software or against PBG. 10% after successful installation, commissioning and signoff of the Videoconferencing Equipment by Authorized Personnel from NPCI. Implementation:</p>		No change in RFP
68		25	3	Compatibility with the existing end points is the bidders responsibility	please share Existing end points make/model and software version needs to be provided.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder

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69	Bidder's Liability	29	8.21	<p>The selected Bidder will be liable for all the deliverables.</p> <p>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.</p> <p>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</p>	<p>Request change:The selected Bidder will be liable for all the deliverables.</p> <p>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. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p>		No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
70	Order Cancellation	31	8.21	<p>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;</p> <p>i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected.</p> <p>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.</p> <p>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</p>	<p>Request change: 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. provided such excess cost does not exceed 10% of the value of the goods or services.</p>		No change in RFP

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71	Termination of Contract	32	8.26	<p>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.</p> <p>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.</p> <p>For Non-Performance: NPCI</p>	<p>Request change:NPCI shall pay to bidder for goods delivered or services rendered, cost incurred, or irrevocable committed to , upto the effective date of termination.</p> <p>The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) To have any portion completed and delivered at the Contract terms and prices ; or</p> <p>(b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.</p>		No change in RFP
72	Damage of NPCI Property	35	8.35	<p>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/nonperformance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.</p>	<p>Request changeBidder 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/nonperformance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder. Any amount so fixed by NPCI shall be limited to the total value of Purchase Order.</p>		No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
73	SNR			Clause not present in RFP	Request addition: Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer		No change in RFP
74	Deemed Acceptance			Clause not present in RFP	Request addition: Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Customer.		No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
75	29	8.2	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 etc.	Request change: The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all <u>third party</u> 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 etc. 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. <u>Bidder shall not have any liability to Customer under this Section for claims in relation infringement to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by</u>		No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
76	44	Annexure D	Declaration for Clean Track Record	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/10 dated 23.12.2016 - Request for Proposal for Supply, Installation, Commissioning and Maintenance of Network Packet Analyzer Solution". 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.	Request change: 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/10 dated 23.12.2016 - Request for Proposal for Supply, Installation, Commissioning and Maintenance of Network Packet Analyzer Solution". I hereby declare that my company has not been is not currently 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.		No change in RFP
77	59	5.00		The bidder should not be currently blacklisted by any bank / institution in India or abroad	Request change: The bidder should not be currently blacklisted by any <u>Public Sector</u> bank / <u>Government</u> institution in India or abroad .		No change in RFP
78		25	8.6 Key Deliverables:	Web Suite with 60 concurrent call licenses. (Hardware & Software)	"Web browser calling capability with 50 concurrent call licenses. (Hardware & Software)"	Here it is assumed that the reference to Websuite is web browser based conferencing. Is the understanding correct? If yes, then The requirement of concurrent calling from browser should be in line with the call control device and firewall traversal applications ; they have been asked with 50 concurrent calls. Hence the Web browser calling should also be in line with this requirement. Request you to reduce the concurrent call licenses to 50 licenses.	Quote for 50 licenses

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
79		55	Table A: point 6	Web Suite with 60 concurrent call licenses. (Hardware & Software)	"Web browser calling capability with 50 concurrent call licenses. (Hardware & Software)"	Here it is assumed that the reference to Websuite is web browser based conferencing. Is the understanding correct? If yes, then The requirement of concurrent calling from browser should be in line with the call control device and firewall traversal applications ; they have been asked with 50 concurrent calls. Hence the Web browser calling should also be in line with this requirement. Request you to reduce the concurrent call licenses to 50 licenses.	Quote for 50 licenses
80		26	8.10 Warranties and Support	In case if EOL/EOS declares during the contract period vendor should replace the latest device with free of cost.	"In case if EOL/EOS declares during the contract period vendor should provide letter for service support on device till the end of contract period."	Since the devices will be covered under service back to back with OEM support services should be asked for rather than replacement with latest device/ new product.	No change in RFP
81		50	Annexure I - OEM / Manufacturer's Authorization Letter	We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.	"We hereby extend our full warranty, with respect to the Goods offered by the above firm."	VC products are offered under Warranty and not guarantee.	No change in RFP
82		To be included	Mandatory change recommended	New Clause	"The OEM must be in leaders' quadrant in latest Gartner Magic Quadrant for Group Video Systems report for the last three consecutive years."	This clause is essential to ensure NPCI get the best of technologies for evaluation and compete against each other and avoid competition between unequal technologies.	Only T1 Bidder and those within the band of 10% from the T1 Score would be considered
83		52	point 30	The Management application should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The solution should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The event logging information is dependent on application type and the overall solution provides this capability at different levels.	No change in RFP

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S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
84		37	point 30	The Management application should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The solution should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert	The event logging information is dependent on application type and the overall solution provides this capability at different levels.	No change in RFP
85		36	point 13	The MCU standalone or with an H.323 gatekeeper or SIP registrar or proxy.	The MCU should be able to work on standalone basis and should be able to register with H.323 gatekeeper and SIP registrar or proxy.	We recommend considering SIP registrar as mandatory feature as it allows for IP telephony integration.	No change in RFP
86		36	point 4	Video support H.261, H.263 (H.263++), H.264, H.264	Video support H.261, H.263 (H.263++), H.264, H.264 High profile or H.265	The MCU should support latest compression technologies which save bandwidth still offering higher resolution. Hence request you to consider addition of H.264 HP or H.265	Its equivalent or higher
87		51	Annexure K - Technical Compliance, point 4	Video support H.261, H.263 (H.263++), H.264, H.264	Video support H.261, H.263 (H.263++), H.264, H.264 High profile or H.265	The MCU should support latest compression technologies which save bandwidth still offering higher resolution. Hence request you to consider addition of H.264 HP or H.265	Its equivalent or higher
88		51	Annexure K - Technical Compliance, point 13	The MCU standalone or with an H.323 gatekeeper or SIP registrar or proxy.	The MCU should be able to work on standalone basis and should be able to register with H.323 gatekeeper and SIP registrar or proxy.	We recommend considering SIP registrar as mandatory feature as it allows for IP telephony integration.	No change in RFP
89		52	Annexure K - Technical Compliance, point 37	Should support up to 6 or more concurrent video conferencing recording sessions with full video, audio and content.	Should support up to 6 or more at HD1080p concurrent video conferencing recording sessions with full video, audio and content.	Since NPCI is using 1080p systems and the bridge will be capable of delivering 1080p we should consider recordings as well on 1080p30	No change in RFP

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90		37	point 37	Should support up to 6 or more concurrent video conferencing recording sessions with full video, audio and content.	Should support up to 6 or more at HD1080p concurrent video conferencing recording sessions with full video, audio and content.	Since NPCI is using 1080p systems and the bridge will be capable of delivering 1080p we should consider recordings as well on 1080p30	No change in RFP
91		2	2nd Paragraph	invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids	Is this Limited Bid if Yes then we would require the List of Qualifying (Approved) Bidders by NPCI		This is not a Limited Bid
92		10	3.1 Scope of Work 1st line	National Payments Corporation of India proposes to replace Videoconferencing Equipment	Is it possible that		Yes, it is possible as it is pertaining to changing of VC Equipments at NPCI site.
93		10	3.1 Scope of Work - Point No 9	The vendor will take total responsibility for providing complete VC solution by upgrading/replacing the existing MCU and the Centralized Equipment, its maintenance, warranty, management and provide on-site facility management.	MCU architecture is legacy Architecture. So it is suggested to allow the bidders to quote the latest routing Architecture. The same would help in effective bandwidth utilisation also. For the same, if required it be allowed to bring the existing endpoints on the routing platform bu using suitable capture solution by resoeective OEM.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder
94		10	3.1 Scope of Work - Point No 11	The vendor should supply, install and commission the necessary hardware and software in Central location i.e. Hyderabad and integrate End Points located at different sites of Mumbai, Delhi & Chennai offices.	Suitable capture solutions be allowed to be quoted so that the existing endpoints can be used for the next 5 years. If the same has to be replaced in the same time it has to be replaced free of cost.		No change in RFP
95		10	3.1 Scope of Work - Point No 12	The vendor should integrate VC solution with NPCI's existing Call (audio) Manager for call control and existing legacy setup	All call managers are proprietary to the particular OEM. So while replacing the legacy systems and legacy architecture let the call manager also be changed.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder
96		11	Page 11 : 3.1 Scope of Work - Point No 16	The solution should integrate with the NPCI's existing recording system	Or separate recording be provided. It is also suggested that it should be possible that all the calls should be recorded. It should not be limited to merely 2 or 3 or 5. All the calls should be recorded in Full HD mode.		The details of the relevant integration if required to be done would be intimated to the L1 Bidder

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97		11	3.1 Scope of Work - Point No 17	The solution will have to be extended to all NPCI office locations. The solution should have a capability to handle conferencing of 80 HD video calls	It should be 80 full HD 1080P ports and should be expandable to 200 full HD ports without changing the hardware.		80 Port of 720 P
98			Point to be added	Presentation mode	It is a mode when only the presentors video is seen by all the users. It is extremely useful for performing a VC when bandwidth is fluctuating. (effective utilisation of bandwidth)		No change in RFP
99			Point to be added	large conference mode	It is a mode where the central location will be able to see all the videos upto 64 CP and the far end sees the presenter, their own site and the site that asks a question. It is extremely useful for performing a VC when bandwidth is fluctuating. (effective utilisation of bandwidth)		No change in RFP
100			Point to be added		As investment protection, 5 years warranty and 2 years AMC be made must. OEM should give written confirmation		No change in RFP
101		51	Annexure K- Technical Compliance , point 2	MCU should be appliance or virtualized platform including hardware, software and virtual licences based with 40 x 720p30 HD ports with scalability to support 80 ports on same hardware and the Bridge should support 40 concurrent conferences from the day one .	The resolution should be standardised as 1080p30 across the tender. Somewhere it is 720p and someehere it is 1080p (refer datasharing). How can a MCU supporting 720P transmit data in 1080P. Also it is suggested that the MCU is 80port 1080P day one with upgradability to 200 port without 200 1080P port without change of hardware		minimum 20 concurrent conferences having each conference to support minimum 4 different sites at a time on day one with 720 P.
102		51	Annexure K- Technical Compliance ,point 4	Video support H.261, H.263 (H.263++), H.264, H.264	H.261 is legacy. It should be H.263,264 or better. Now all VC happens on advanced versions like H.264 VBR/CBR/AVC/HP/SVC etc. They consume much less bandwidth		Its equivelent or higher
103		51	Annexure K- Technical Compliance , point 5	Up to HD1080p 60 fps and 720p 60fps in continuous presence (CP) transcoding	It is suggested to make the same 1080p30 in CP mode all across. 1080p60 consumes 2 times the bandwidth.		No change in RFP
104		51	Annexure K- Technical Compliance , point 6	Audio Support G.711a/u, G.722, G.722.1, G.729A	or better be added. We provide GIPS which carries HD quality Audio in 6 kbps		No change in RFP

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105		51	Annexure K- Technical Compliance , point 11	The MCU offers custom interactive voice response (IVR)/Auto-Attendant audio prompts and video titles.	IVR is legacy technology. In the latest routing technology it is not required. Simply by using username and password one can log in and be part of a conference		No change in RFP
106		52	Annexure K- Technical Compliance , point 34	The SIP Registrar must support SIP URI's in the following formats: a) number@domain name (e.g. 65679@companyname.com) b) alphanumeric@domain name (e.g. xyz123@companyname.in)	Or better be added. Now e mails can be scheduled and at the click of the link participants can be part of the vc. The same has become part of inbuilt scheduler in MCU.		No change in RFP
107		52	Annexure K- Technical Compliance , point 35	Must support video compression standards such as H.263 and H.264	point 2 you have asked for H.261 also. Here it is not asked because H.261 is legacy. It should be H.263,264 or better. Now all VC happens on advanced versions like H.264 VBR/CBR/AVC/HP/SVC etc. They consume much less bandwidth		Its equivalent or higher
108		52	Annexure K- Technical Compliance , point 36	Must support audio compression protocols such G.722 and G.711	or better be added. We provide GIPS which carries HD quality Audio in 6 kbps		No change in RFP
109		52	Annexure K- Technical Compliance , point 37	Should support up to 6 or more concurrent video conferencing recording sessions with full video, audio and content.	Full HD ie 1080P be added. It is also suggested that solution should support recording all the calls.		No change in RFP
110		52	Annexure K- Technical Compliance , point 38	The MCU should support with at least 4 PRIs or more with internal or external gateway solution.	PRI is obsolete. If it is for backup, it is suggested to take 1+1 hot redundancy and if it is for supporting Audio calls, SIP gateway is more than sufficient. One can Integrate the SIP gateway with the existing SIP server of EPBAX/IPBAX and all audio calls can be part of VC.		No change in RFP
111		55	Table A, point 4	Batch of 10 incremental HD Ports licenses on MCU	Batch of 10 incremental HD Ports licenses on MCU with 10 concurrent conferences	It should mention 10 incremental HD ports with 10 concurrent conferences. The ask should be in line with the point no. 3 in the table below.	Please refer clause under point no 2