

RFP for “TFN and Allied Services for Contact Centers of UIDAI”

Ref.No.14014/28/2015/Logistics dated 21.06.2016

Clarifications/Amendment on written Queries

S. No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarification by UIDAI
Reliance Communications Ltd.						
1	15	Part-III	Eligibility Criteria S. No.3	Should not have defaulted on any bank/institutions’ loans in the past Supporting Document - Certificate from Company secretary	Request to accept supporting document as below Supporting Document - Self declaration certificate from Bidder's Authorized signatory on letter head	Pl refer to Section- II Part-III, page 15 of the RFP.
2	15	Part-III	Eligibility Criteria S. No.4	Should not have defaulted in payment of statutory dues or liabilities Supporting Document - Certificate from Company secretary	Request to accept supporting document as below Supporting Document - Self declaration certificate from Bidder's Authorized signatory on letter head	Pl refer to Section -II Part-III, page 15 and 16 of the RFP.
3	16	Part-III	Eligibility Criteria S. No.6	Should not have been blacklisted by any government agency/department at any point of time. Supporting Document - Certificate from Company secretary	Request to accept supporting document as below Supporting Document - Self declaration certificate from Bidder's Authorized signatory on letter head	Pl refer to Section -II Part-III, page 16 of the RFP.

4	16	Part-III	Eligibility Criteria	The selected service provider has to provide the required certificates as per S. No, 4 & 6 from statutory auditor before signing of contract agreement.	The selected service provider has to provide the required certificates as per S. No, 4 & 6 from Authorised Signatory of the company before signing of contract agreement.	Pl refer to Section- II Part-III, page 16 of the RFP.
5	44	6.1	Payment for Services	(c) The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider.	(c) The Purchaser shall make the payment within 30 days of receiving the invoice from the Service Provider.	Pl refer to Section -IV clause 6.1, page 44 of the RFP.
6	20	3.1	Purpose And Background	The selected Telecom Service Provider has to provide PRI connectivities to both main & DR Data centers for inbound calls and 3 locations of contact centre partners for outbound calls and the locations may be shifted from one location to other, if required	Please clarify if the locations will be shifted among the provided partner contact centre locations only. If not then please provide the address of the locations where they may be shifted. Please also clarify the number of PRI links to be provided at DC, DR and contact center partner locations.	Pl refer to Section III Part-I, 3.1, page 20 read with 3.2.2, page 22 of the RFP. It is the responsibility of the selected TSP to provide adequate numbers of PRI lines to meet SLA requirements.

7	24	Part-II	Service Level Agreement (SLA)	<p>For Toll Free phone service provided to stakeholders, the selected service provider will ensure that on an average, the service is available on the for use 99.50% of each Calendar Month (“Average Monthly Network Availability”). For purposes of this, Average Monthly Network Availability will be determined in accordance with the following calculation</p>	<p>a) Please clarify if 99.5% uptime SLA is considering uptime at both DC and DR or on per location basis as in case of disruption of services in DC, we can overflow the calls to DR without impacting the service as is the general practice for DC /DR related services.</p> <p>B) We request to cap SLA related penalty to 10%</p>	<p>a)For Toll Free phone service provided to stakeholders, the selected service provider will ensure that on an average, the service is available for use 99.50% of each Calendar Month (“Average Monthly Network Availability”). For purposes of this, Average Monthly Network Availability will be determined in accordance with the following calculation.....</p> <p>(Please refer to UIDAI’s clarification to BSNL’s query no. 7)</p> <p>B) Pl refer to Section III part-II, page 24 & 25 of the RFP. Uptime independently at DC &DR both sites</p>
8	44	6.3	Terms of Payment	<p>(b) The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to UIDAI.</p>	<p>We request to delete this clause as Service Provided cannot provide access to its billing system to customers.</p>	<p>Pl refer to Section IV part-I 6.3, page 44 of the RFP.</p>

9	8		Part 1 (i)	"Connect Minutes" is defined as aggregated connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.	As per industry standard billing will be done in per pulse rate basis & not as mentioned in the tender. Request to amend accordingly.	Pl refer to Section II Part-I, Definitions-(j), page 8 of the RFP.
M/s Vodafone Mobile Services Limited.						
1	20		3.1	The selected Telecom Service Provider has to provide PRI connectivities to both main & DR Data centers for inbound calls and 3 locations of contact centre partners for outbound calls and the locations may be shifted from one location to other, if required. All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required.	Are the calls made on toll free 1800-XYZ-1947 and short code "1947" to land only on DC and DR sites of UIDAI only or should be routed to contact centre partners as well in addition to UIDAI sites.	Selected Telecom Service Provider is to route calls to DC and DR. Pl refer to Section III part-I 3.1, page 20 of the RFP.

2	20		3.1	<p>The selected Telecom Service Provider has to provide PRI connectivities to both main & DR Data centers for inbound calls and 3 locations of contact centre partners for outbound calls and the locations may be shifted from one location to other, if required. All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required.</p>	<p>How will the calls made on toll free number routed be subsequently routed to Contact centre partner sites</p>	<p>Through UIDAI' ACD and IVRS.</p>
3	20		3.1	<p>The selected Telecom Service Provider has to provide PRI connectivities to both main & DR Data centers for inbound calls and 3 locations of contact centre partners for outbound calls and the locations may be shifted from one location to other, if required. All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required.</p>	<p>Please confirm the last mile hand-off requirement at the DC/DR for delivering a PRI services.</p>	<p>The Selected servic provider shall provide connectivity to EPBAX along with all the relevant configurations details and support to UIDAI.</p>

4	20		3.1	The selected Telecom Service Provider has to provide PRI connectivities to both main & DR Data centers for inbound calls and 3 locations of contact centre partners for outbound calls and the locations may be shifted from one location to other, if required. All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required.	How many PRI are required at UIDAI (DC and DR) and how many are required at contact centre partner 3 sites? If the same information is not available then can you please provide information on the existing running PRI's for TFS services and the equipment capacity for PRI's.	The traffic for last 2-3 months will be shared with the selected Service Provider. It is the responsibility of the selected service provider to provide adequate numbers of PRI lines to meet SLA requirements. Subsequently the selected service provider has to monitor and manage the call traffic as per SLA requirements on its own.
5	20		3.1	All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required. In case of failure of main Data centre of UIDAI, calls will be routed to the DR data centre.	Under what circumstances call will be routed to DR: 1). All PRI at DC going down 2). Call congestion due to increase in call volume or few of the PRI at DC going down impacting service 3). Customer equipment going faulty	UIDAI will inform such eventuality.
6	20		3.1	All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required. In	Will customer always inform us in case of calls to be diverted to DR or needs to happen automatically in case of any of the below three issues: 1). All PRI at DC going down 2). Call congestion due to	UIDAI will inform such eventuality.

				case of failure of main Data centre of UIDAI, calls will be routed to the DR data centre.	increase in call volume or few of the PRI at DC going down impacting service 3). Customer equipment going faulty.	
7	20		3.1	All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required. In case of failure of main Data centre of UIDAI, calls will be routed to the DR data centre.	In case customer intimates the Telecom Service Provider to route toll free calls to DR, what will be the time frame in which calls will be routed to DR?	Three hours
8	21		3.2.1	The selected service provider shall provide necessary PRI lines, at no charge to the purchaser, to the purchaser's Data Centre location listed below. DATA CENTRE ADDRESSES Upcoming main Data centre Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana - 122050 DR Data centre CA Site, No-1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore - 560092 The selected service provider shall provide the required PRI connectivities to UIDAI's Main and Disaster	Is the toll free number service or 1947 short service needs to be made available on any other site other than Manesar DC and Bangalore DR?	No.

				Recovery Data Center.		
9	21		3.2	The selected service provider shall provide necessary PRI lines, at no charge to the purchaser, to the purchaser's Data Centre location listed below.	Please clarify if Service Provider will provide connectivity till the Meet-me-room at the Data Centre or till the customer rack at the same premises. If till the rack then please provide the rack details.	The Selected service provider shall provide connectivity to EPBAX along with all the relevant configurations details and support to UIDAI.
10	22		3.3	The selected service provider shall provide basic Toll Free (Non-Dedicated) Services, Dedicated Services and two-way services (Inbound & Outbound)	Please clarify on the Non-dedicated & dedicated services expectation. Kindly share the current CALL-FLOW schematic network diagram from a UIDAI TFS dialer to UIDAI DC/DR and further treatment of the call by call-center agent.	Pl refer to Section III Part-I, 3.3, page 22 of the RFP. Pl refer to Section III Part-I, 3.1, page 20 of the RFP for call flow.
11	23		3.4.1	3.4.1 PERFORMANCE REPORTS: - Electronic reports must be provided by the selected service provider on daily, weekly and monthly basis, regarding services provided to the Purchase, preferably online through a web portal with downloadable report format (Excel, Word, PDF, etc.). The reports containing the information may be discussed later with the selected service provider.	Please share the detailed parameter's which needs to be captured under Performance reports. Also, if possible then please share the sample template for providing the Performance report.	This will be shared with the selected service provider.

12	26		B1	The service provider shall begin carrying out the Inbound services not later than 28 days after signing of contract	Request the delivery timelines to be extended to 56 days as well for DC & DR. Since it requires approval for various municipal authorities for digging and laying the fiber and moreover due to the monsoon season permission for digging and laying up the fiber upto DC & DR will solely dependent on the respective Municipal bodies.	Pl refer to Section III Part-II (B1), page 26 of the RFP.
13	26		B1	Increase in the number of PRI after receiving formal intimation (Within 7 days)	Request the delivery timelines to be extended to 21 days .	Pl refer to Section III Part-II (B1), page 26 of the RFP.
14	27		1.10	“Connect Minutes” means aggregated connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.	Can the billing be done on basis individual incoming and outgoing calls rather that after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.	Pl refer to Section IV, Part-I, (C)page 27 of the RFP.
15	General Query				Please share the call flow for the existing toll-free set-up.	Pl refer to Section III, Part-I, 3.1 , page 20 of the RFP.

16	22		3.3	Impacted Service- can be further clarified as, if a one or more commissioned PRIs are down or the service is unavailable to these resulting in congestion in the toll being available then this non availability of PRI(s) will not be deemed as “impacted service”.free number or call drops then it will deemed as “impacted service” however, if no service is impacted i.e. no call drops or congestion in the toll free number in the event of one or more PRIs not	Services will be impacted only when one of the PRI goes down and causing call Congestion. However, call congestion due to the sudden rise in call volume shouldn't be considered as impacted Services. Please confirm.	Impacted service All events $\sum_{i=1}^n \left\{ \frac{\text{No. of PRIs down}}{\text{Total no. of PRIs commissioned}} \right\} \times \text{Downtime of each PRI}$ It is elaborated by the following example: Number of PRIs installed by service provider=50 No. of PRIs down=5 Down time of each PRIs=5000 minute Impacted service=(5/50)x5000= 500 minuts
17	21		3.2	General Requirement:- Upcoming main Data centre Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana - 122050	Please confirm, initially do we need to provide the Services at some other location as Data Center Address suggest that it's a upcoming Data Center. Please confirm	Data Centre at Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana - 122050
18	25		SLA	In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.95% below are the penalty slabs:	Please confirm on the SLA requirement, is it 99.50 % uptime or 99.95 % Uptime ?	In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.50% below are the penalty slabs mentioned in

						the table mentioned in Section III Part-II, SLA page 25 of the RFP.
19	15	Part-III	Eligibility Criteria	Clause no. 3, 4, & 6 of the eligibility criteria	We request the department to please consider the certificates getting signed from Authorized signatory rather than Company Secretary.	Pl refer to Section II Part-III, page 15-16 of the RFP.
20	9	Sec-II	Instructions to bidders,1.1 2(Tenure of contract)	This clause states UIDAI reserves the right to terminate the contract without prejudice or liability to the Bidder, during period and/or tenure of contract.	Contract can be terminated only in case of material breach by a party after giving a prior written notice, which a breaching party fails to cure within the reasonable notice period. Also the clause fails to address the concern where the default is due reasons attributable to UIDAI.	Pl refer to Section II, Part-I, 1.12 page 9 of the RFP.
21	32	Sec-IV	(General and Special Conditions of Contract)	This clause states if the Bidder fails to provide the services within the specified period of time, in accordance with the scope of work of this RFP, UIDAI may declare this contract as null and void	A contract can be declared as null and void only in case of material breach by a party and by issuing a prior written notice to the breaching party, which a breaching party does not cure within the reasonable notice period. Also the clause fails to address the concern when the services not provided within specified period of	Pl refer to Section IV, Part-I, 2.2 (a) page 32 of the RFP.

					time due to reasons attributable to UIDAI.	
22	32	Sec-IV	(General and Special Conditions of Contract)	This clause states UIDAI, reserves the right to terminate the contract without assigning any reason to the Bidder.	A contract can be terminated in case of material breach only and by issuing a prior written notice to the breaching party, which a breaching party fails to cure within the reasonable notice period. Also termination of contract for convenience should only be allowed after a minimum period of time/Lock-in Period (to equate the initial investment expenses) and/or after payment of exit charges.	Pl refer to Section IV, Part-I, 2.2 (b) page 32 of the RFP.
23	35	Sec-IV	(General and Special Conditions of Contract)	This clause states Purchaser may terminate the contract by providing a 30 days written notice to the Bidder, in case the Bidder becomes insolvent or goes into liquidation, compulsory or otherwise.	Contract can be terminated by either of the parties if the other party becomes bankrupt, insolvent or goes into liquidation in compulsion or otherwise.	Pl refer to Section IV Part-I, 2.9 page 35 of the RFP.
24	36	Sec-IV	(General and Special Conditions of Contract)	This clause states UIDAI reserves the right to terminate the contract by providing a 30 days written notice to the Bidder, if the Bidder fails to comply with the final decision of arbitration proceeding.	In case of any dispute between the parties, it is suggested that the parties should resolve their disputes either amicably or by courts rather than going for arbitration proceeding, on the	Pl refer to Section IV Part-I, 2.9 page 36 of the RFP.

					reasoning that after pronouncement of arbitration award also there is scope of Appeal to court in the Indian Arbitration Act and it makes the whole process more time consuming since, then the Lis gets resolved finally by Court order.	
25	36	Sec-IV	(General and Special Conditions of Contract)	This clause states UIDAI may terminate the contract in its own discretion and for any reason whatsoever, by giving a notice of 30 days to the Bidder	A contract can be terminated only in case of material breach by a party after giving a prior written notice, which a breaching party fails to cure the defect within the reasonable notice period. Also the clause fails to address the concern where the default is due reasons attributable to UIDAI.	Pl refer to Part-I, 2.9 Section IV, page 36 of the RFP.
26	39	Sec-IV	(General and Special Conditions of Contract)	This clause states Bidder shall be liable to protect information shared by the Purchaser under this contract	Both the party's information should be protected under the contract.	Pl refer to Section IV, Part-I, 3.3, 3.4 & 3.10, page 39 & 41 of the RFP.
27	39	Sec-IV	(General and Special Conditions of Contract)	Bidder and the personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from	This clause of "Confidentiality" should be made mutual between the parties in order to safeguard the confidential information of UIDAI	Pl refer to Section IV, Part-I, 3.3, 3.4 & 3.10, page 39 & 41 of the RFP.

			Contract)	UIDAI in the course of this contract.	along with Bidder.	
28	40	Sec-IV	(General and Special Conditions of Contract)	This clause states Bidder shall not be permitted to subcontract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.	It is suggested that Bidder should be allowed to subcontract any part of its obligations, duties or responsibilities under this contract to its Group Company by intimating the same to the Purchaser for the better provisioning of services. Necessary safeguard will be provided to the Purchaser by ensuring that rights and obligations are assigned to an entity of sound financial standing.	Pl refer to Section IV, Part-I, 3.7, page 40 of the RFP.
29	41	Sec-IV	(General and Special Conditions of Contract)	This clause states Bidder shall be under the obligation of securing the data shared by Purchaser during the period of contract.	Information shared by Bidder with the Purchaser should also be protected under this contract	Pl refer to Section IV, Part-I, 3.3, 3.4, 3.9 & 3.10, page 39 & 41 of the RFP.
30	41	Sec-IV	(General and Special Conditions of Contract)	This clause states Bidder shall not be allowed to use the information, name or the logo of the Purchaser.	Any confidential information, name or logo of Bidder should also be not allowed to be used by the Purchaser without obtaining prior written consent from the Bidder	Pl refer to Section IV, Part-I, 3.10 (b), page 41 of the RFP.

31	42	Sec-IV	(General and Special Conditions of Contract) 3.13 (Assignment)	This clause states the Bidder shall not assign, in whole or in part any of their obligations under the contract.	Bidder may assign in whole or in part any of their obligations under this contract by intimating it to the Purchaser for the better provisioning of services. Necessary safeguard will be provided to the Purchaser by ensuring that rights and obligations are assigned to an entity of sound financial standing.	Pl refer to Section IV, Part-I, 3.13, page 42 of the RFP.
32	46	Sec-IV	(General and Special Conditions of Contract) 8.5 (Settlement of Disputes)	This clause states in case of any dispute between the parties, the matter shall be resolved by arbitration proceeding. Matter shall be resolved by sole arbitrator under the ICADR Arbitration Rules, 1996. The arbitration proceeding shall be held at New Delhi, India.	It is suggested that the parties should resolve their disputes either amicably or by courts rather than going for arbitration proceeding, on the reasoning that after pronouncement of arbitration award also there is scope of Appeal to court in the Indian Arbitration Act and it makes the whole process more time consuming since, then the Lis gets resolved finally by Court order.	Pl refer to Section IV, Part-I, 8.5, page 46 of the RFP.

33	47	Sec-IV	(General and Special Conditions of Contract)	<p>This clause states if the services provided by the Bidder does not meet with the specifications and standards as per the contract, the Purchaser shall be free to impose any penalty as deemed fit.</p> <p>In addition, the Purchaser shall reserve the right to terminate the contract. The amount of liquidated damages for services under this contract shall not exceed the contract price.</p>	<p>This clause gives an arbitrary power to the Purchaser to levy Liquidated Damages against the Bidder without providing a chance to rectify such default. The damages should be imposed only after a party fails to rectify the delay or default after receiving a notice period to rectify the same. Also the clause fails to address the concern when the delay or default is due to the reasons attributable to Purchaser.</p> <p>Also a contract can be terminated only in case of material breach by a party by giving a prior written notice, which a breaching party fails to cure within the reasonable notice period.</p>	<p>Pl refer to Section IV, Part-I, 9.1, page 47 of the RFP.</p>
34	4	Sec-IV	(General and Special Conditions of Contract)	<p>This clause states Bidder shall be liable to indemnify and keep indemnified the Purchaser against all claims/damages etc. while providing services to the Purchaser under this contract.</p>	<p>This clause should be made mutual between the parties. Purchaser should also have an obligation to indemnify Bidder against all claims/damages under this contract, in order to safeguard the interest of Bidder as well.</p>	<p>Pl refer to Section IV, Part-I, 10(f), page 48 of the RFP.</p>
35	49	Sec-IV	(General	<p>This clause states neither party shall be</p>	<p>Neither Bidder nor Purchaser shall</p>	<p>Pl refer to Section IV, Part-</p>

			and Special Conditions of Contract)	liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay Liquidated damages to the Purchaser.	be liable for any kind of indirect or consequential loss or damage, loss of use, or loss of profits or interest costs under this contract. Also please note: "The maximum liability shall be limited to a sum equal to 100% of the aggregate value of all charges payable under this contract during a period of 12 months."	I, 12, page 49 of the RFP.
36	50	Sec-IV	(General and Special Conditions of Contract)	This clause states Bidder shall be liable to indemnify and keep indemnified the Purchaser against all claims/damages etc. while providing services to the Purchaser under this contract.	This clause should be made mutual between the parties. Purchaser should also have an obligation to indemnify Bidder against all claims/damages under this contract, in order to safeguard the interest of Bidder as well.	Pl refer to Section IV, Part-I, 13.1, page 50 of the RFP.
37	57	Sec-IV	(General and Special Conditions of Contract)	This clause states that, in case the Bidder is engaged by the Purchaser for executing the services, Bidder shall provide any assistance/cooperation required by Purchaser/ auditing agencies appointed by it/Purchaser officials for performing their auditing and inspection functions. Non-compliance of the same shall be a ground for termination of service.	A contract can be terminated only in case of material breach by a party by giving a prior written notice, which a breaching party fails to cure within the reasonable period. Also the clause fails to address the concern where the delay is due reasons attributable to UIDAI.	Pl refer to Section V, Annexure-I, 11, page 57 of the RFP.

M/s Bharti Airtel Limited						
1	20	III	3.1	locations will be shifted from one location to other, if required	To connect any location service provider needs to lay fiber and other infrastructure, which is capex dependent. Therefore we request that this clause should be changed and mutual consent of bidder should be required before selecting any new location	Pl refer to Section III Part-I, 3.1, page 20 read with 3.2.2, page 22 of the RFP.
2	24	III	Part-II	For Toll Free..... Slabs	As bidder has to commit SLA for Uptime, bidder is required to do concurrent call sizing. We request UIDAI to provide the number of concurrent calls expected.	Pl refer to Section III Part-II, SLA, page 24 of the RFP
3					We also request UIDAI to provide existing concurrent calls and number of PRIs terminated by existing bidder/Service provide	Pl refer to Section III Part-I, 3.1, page 20-21 of the RFP.
4					Bidder can commit SLAs only till IN Platform and that too for toll free number. As this solution requires deployment of hardware and PRIs, therefore end to end SLA can not be committed.	Pl refer to Section III Part-II, SLA, page 24 of the RFP

5	25			In the event.....penalty Slabs	We request UIDAI to change the SLA from 99.95% to 99.5%	In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.50% below are the penalty slabs mentioned in the table mentioned in Section III Part-II, SLA page 25 of the RFP.
6	44		6.3 (b)	The service provider shall.... Rel time	Real time access to billing system cannot be provided to customer. We request UIDAI to delete this clause.	Pl refer to Section IV Part-I, 6.3, page 44 of the RFP.
7	25		3.4.1	Report Requirement		Pl refer to Section III, Part-I, 3.4.1, page 23 of the RFP.
8	26		Part-II	Commencement of services	For providing toll free services it required deployment of fiber, request delivery timelines should be changed to : For inbound - 4 to 6 weeks, For Outbound - 8 to 12 weeks	Pl refer to Section III, Part-II, B(I), page 26 of the RFP.
9	15	Sec-II	Part-III	Should not have defaulted on any bank/institutions" loans in the past "Certificate from Company secretary"	Please accept the self declaration from the authorized signatory in this regard as getting a certificate from the company secretary is a long process and may not complete within the timeframe of the bid.	Pl refer to Section II, Part-III, page 15 &16 of the RFP.

10	15	Sec-II	Part-III	defaulted in payment Should not have defaulted in payment of statutory dues or liabilities "Certificate from Company secretary"	Please accept the self declaration from the authorized signatory in this regard as getting a certificate from the company secretary is a long process and may not complete within the timeframe of the bid.	Pl refer to Section II, Part-III, page 15&16 of the RFP.
11	16	Sec-II	Part-III	Should not have been blacklisted by any government agency/department at any point of time. "Certificate from Company secretary"	Please accept the self declaration from the authorized signatory in this regard as getting a certificate from the company secretary is a long process and may not complete within the timeframe of the bid.	Pl refer to Section II, Part-III, page 16 of the RFP.
12	16	Sec-II	Part-III	The selected service provider has to provide the required certificates as per S. No, 4 & 6 from statutory auditor before signing of contract agreement.	Please accept the self declaration from the authorized signatory in this regard as getting a certificate from the Statutory Auditor is a long process.	Pl refer to Section II Part-III, page 16 of the RFP.
13	19	Sec-II	Part-V	The two envelopes as specified in line item 4 needs to be put into one larger sealed envelope and marked as "Bid for Providing Toll Free Number and Allied Services".	It should be read as "The two envelopes as specified in line item 3 needs to be put into one larger sealed envelope and marked as "Bid for Providing Toll Free Number and Allied Services"." Please confirm	The two envelopes as specified in line item 3 needs to be put into one larger sealed envelope and marked as "Bid for Providing Toll Free Number and Allied Services

14	25	Sec-III	Part-II	Monthly Network Availability	Is the desired availability 99.5% or 99.95%. Please clarify	In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.50% below are the penalty slabs mentioned in the table mentioned in Section III Part-II, SLA page 25 of the RFP.
15	60	Sec-V	Annex-III	Standard Contract form	Standart contract form is not to be submitted along with the bid. Please confirm.	Yes
16	59	Sec-V	Annex-II	Cost per connect minute	Request you to consider pricing on a per second basis, rather than per minute, so as to avoid the complexity in calculating in connect minutes.	Pl refer to Section V, Annexure-II, page 59 of the RFP.
17	49	12		Except in case of gross negligence or willful misconduct: (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and (b) The aggregate liability of the Service Provider to the Purchaser whether under	Request modification as follows : Except in case of gross negligence or willful misconduct: (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and	Pl refer to Section IV Part-I, 12 page 49 & 50 of the RFP.

				<p>the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to of third party rights infringement. (c) The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.</p>	<p>(b) The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to of third party rights infringement. (c) The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.</p>	
18	54	5		<p>General terms and conditions of Payment Schedule 1) All eligible payments shall be made by the Purchaser in favour of the Service Provider 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Service Provider shall obtain sign-off</p>	<p>Request deletion of the following : - 5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner</p>	<p>PI refer to Section IV, Part-II, 4.2 page 53-54 of the RFP.</p>

			<p>for each milestone completed from the Purchaser and raise invoice against the same.</p> <p>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice.</p> <p>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract. 6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):</p>	<p>in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract. 6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):</p>	
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19	9	3.3		3.3 The Bidder may be subject to taxes, such as, but not limited to VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall exclude all such taxes in quoted cost in the financial bid.	In case of Goods & Services Tax comes to effect, the same would be charged in place of VAT / Service Tax. Request customer to please clarify that taxes would be as per rates / applicability at the time of invoicing and would be extra	Pl refer to Section II, Part-I, 3.3 page 9 of the RFP.																						
20	24	3		<p>PART-II: SERVICE LEVEL AGREEMENT (“SLA”)</p> <p>(A) The selected Service Provider agrees to the following service level agreement (SLA) parameters while providing toll free phone services to UIDAI’s stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidated damage clauses on non-adherence to any of them. For Toll Free phone service provided to stakeholders, the selected service provider will ensure that on an average, the service is available on the for use 99.50% of each Calendar Month (“Average Monthly Network Availability”). For purposes of this, Average Monthly Network Availability will be determined in accordance with the following calculation: Average</p>	<p>Request following modification :</p> <table border="0"> <tr> <td>100.00% to 99.50%</td> <td>0%</td> </tr> <tr> <td>99.499% to 99.35%</td> <td>5%</td> </tr> <tr> <td>2%</td> <td></td> </tr> <tr> <td>99.349% to 99.20%</td> <td>10%</td> </tr> <tr> <td>5%</td> <td></td> </tr> <tr> <td>99.199% to 99.00%</td> <td>15%</td> </tr> <tr> <td>8%</td> <td></td> </tr> <tr> <td>98.999% to 98.00</td> <td>20%</td> </tr> <tr> <td>12%</td> <td></td> </tr> <tr> <td>Below 98.00%</td> <td>25%</td> </tr> <tr> <td>15%</td> <td></td> </tr> </table>	100.00% to 99.50%	0%	99.499% to 99.35%	5%	2%		99.349% to 99.20%	10%	5%		99.199% to 99.00%	15%	8%		98.999% to 98.00	20%	12%		Below 98.00%	25%	15%		Pl refer to Section III, Part-II, page 24-25 of the RFP.
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				<p>Monthly Network Availability = [Total minutes of Network Non-Availability per “Impacted Service” (as hereinafter defined) per Calendar Month / {(number of days in the Calendar Month) x (24 hours) x (60 minutes)}}] x 100%</p> <p>In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.95% below are the penalty slabs: -</p> <p>Average Monthly Network Availability Amount of Penalty (as a percentage of Impacted Service)</p> <p>100.00% to 99.50% 0% 99.499% to 99.35% 5% 99.349% to 99.20% 10% 99.199% to 99.00% 15% 98.999% to 98.00 20% Below 98.00% 25%</p>		
21	36	2.9		(2) The Purchaser, in its sole discretion and for any reason whatsoever, may terminate this Contract by giving a notice of 30 days.	Request deletion of this clause	Pl refer to Section IV Part-I, 2.9 page 35-36 of the RFP.
22	39	3.5		The Service Provider (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks,	Request deletion of this clause	Pl refer to Section IV, Part-I, 3.5 page 39 of the RFP.

				and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.		
23	40	3.7		The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.	Request deletion of this clause	Pl refer to Section IV, Part-I, 3.7 page 40 of the RFP.
24	44	Sec-6 6.1		The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider.	Request payment term to be modified to 10 days	Pl refer to Section IV, Part-I, 6.1 page 44 of the RFP.
25	24	3		PART-II: SERVICE LEVEL AGREEMENT ("SLA") (A) The selected Service Provider agrees to the following service level agreement (SLA) parameters while providing toll free phone services to UIDAI's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidated damage clauses on non-adherence to any of them. For Toll Free phone service provided to	The service quality of these services depends a lot on external factors and SLA cannot be committed on this service and it will be on the best effort basis. Request you to remove the SLAs and the associated penalties	Pl refer to Section III, Part-II, page 24-25 of the RFP.

			<p>stakeholders, the selected service provider will ensure that on an average, the service is available on the for use 99.50% of each Calendar Month (“Average Monthly Network Availability”). For purposes of this, Average Monthly Network Availability will be determined in accordance with the following calculation: Average Monthly Network Availability = [Total minutes of Network Non-Availability per “Impacted Service” (as hereinafter defined) per Calendar Month / {(number of days in the Calendar Month) x (24 hours) x (60 minutes)}}] x 100%</p> <p>In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.95% below are the penalty slabs: -</p> <table border="0"> <tr> <td>Average Monthly Network Availability</td> <td>Amount of Penalty (as a percentage of Impacted Service)</td> </tr> <tr> <td>100.00% to 99.50%</td> <td>0%</td> </tr> <tr> <td>99.499% to 99.35%</td> <td>5%</td> </tr> <tr> <td>99.349% to 99.20%</td> <td>10%</td> </tr> <tr> <td>99.199% to 99.00%</td> <td>15%</td> </tr> <tr> <td>98.999% to 98.00</td> <td>20%</td> </tr> </table>	Average Monthly Network Availability	Amount of Penalty (as a percentage of Impacted Service)	100.00% to 99.50%	0%	99.499% to 99.35%	5%	99.349% to 99.20%	10%	99.199% to 99.00%	15%	98.999% to 98.00	20%	
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				Below 98.00%	25%		
26	20	3	3.1	Inbound call center location at Jamshedpur	Airtel is not presently having PRI compatible network in Jamshedpur to meet the requirement of UIDAI regards to Outbound calls. In this scenerio we request UIDAI to provide the alternative location for similar scope of work.	PI refer to Section III, Part-I, 3.1 page 20 of the RFP.	
Bhart Sanchar Nigam Limited							
1	10,11	II	4.5	Earnest Money Deposit (EMD) and Tender fees	BSNL being a 100 % government owned CPSE may be exempted from submission of Tender fees and EMD.	PI refer to Section II, Part-I&II, page 10-11& 14 of the RFP.	
2	16	II	Part-III Eligibility	The selected service provider has to provide the required certificates as per S. No, 4 & 6 from statutory auditor before signing of contract agreement.	The condition of “Certificate from statutory auditor” may be relaxed for BSNL being a CPSE. However, certificates under reference can be submitted under the signature of Company Secretary.	PI refer to Section II, Part-III, page 16 of the RFP.	
3	20	III	3.1	The selected Telecom Service Provider has to provide PRI connectivities to both main & DR Data centers for inbound calls and 3 locations of contact centre partners for outbound calls and the locations may be shifted from one location to other, if required.	Please mention the no. of PRI lines required at each locations. Also shifting of the location may have financial implications. If the circuit is not feasible at the new location, the cost required to make the circuit feasible will be borne by UIDAI under one time charge.	PI refer to Section III, Part-I, 3.1 page 20 of the RFP.	

4	20	III	3.1	All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center	Whether the toll free services is to be provided on PSTN only or it is required for calls originating from both PSTN and mobile	All the calls originating at PSTN, Mobile or any other technology allowed by the Regulatory framework in India for these Toll Free numbers will be routed to UIDAI' Main Data Centre ... Pl refer to Section III, Part-I, 3.1 page 20 of the RFP.
5.	20	III	3.1	All the calls originating at PSTN for these Toll Free numbers will be routed to UIDAI's main Data Center which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required.	As per RFP, UIDAI has its own ACD and IVRS system to provide routing and IVRS based information. Does this necessary mean that routing of calls including media between DC / DR to UIDAI contact center will be responsibility of UIDAI?	Toll free routing to UIDAI's DC & DR is the responsibility of the selected service provider.
6.	22	III	3.3	Impacted Service	Please elaborate impacted service and how non-availability of one or more PRIs along with some call drops / congestion will be factored in for service non-availability for calculation of penalty	Impacted service All events $\sum_{i=1}^n \left\{ \frac{\text{No. of PRIs down}}{\text{Total no. of PRIs commissioned}} \right\} \times \text{Downtime of each PRI}$ It is elaborated by the following example: Number of PRIs installed by service provider=50

						<p>No. of PRIs down=5</p> <p>Down time of each PRIs=5000 minute</p> <p>Impacted service=(5/50)x5000= 500 minuts</p>
7.	24	III	Part-II (A)	Average Monthly Network Availability =	It appears that given formula is for non-availability. Please clarify	<p>The Formula for Average Monthly Network Availability is clarified as:</p> <p>= [{ ((Number of days in the calendar Month) * (24 hours) * (60 minutes) * total no of PRI commissioned) - (Total minutes of Network Non-Availability per "Impacted Service" (as hereinafter defined) per calendar Month)) }</p> <p>/ [{ ((Number of days in the calendar Month) * (24 hours) * (60 minutes) * total no of PRI commissioned) -</p> <p>For Example: To calculate the Average Monthly</p>

						<p>Network Availability for the Month of June:</p> <p>Total Up time=30*24*60=43200 minutes</p> <p>Total Impacted Minutes in the Month of June= 500 minutes</p> <p>Average Monthly Network Availability = ((43200-500)/43200)/100 =98.8425 %</p>
8.	26	III	Part-II (A)	The Service Provider shall begin carrying out the Inbound Services not later than 28 days after signing of the Contract and outbound services is to be started within 56 days of signing the Contract failing which the purchaser shall impose penalty	It is requested to increase the time line of inbound services from 28 days to 45 days & outbound services from 56 days to 90 days.	Pl refer to Section III, Part-II, (B) page 26 of the RFP.
9.	26	III	Part-II (A)	Augmentation of PRIs (Inbound & outbound)	It is requested that formal intimation may be in letter form and increase the time line from 7 days to 15 days	Pl refer to Section III, Part-II, (B) page 26 of the RFP.
10.	39	IV	3.5	Insurance to be Taken Out by the Service Provider	BSNL is a CPSE and will provide the PBG, hence this clause may be deleted for PSUs.	Pl refer to Section IV, Part-I, 3.5 page 39 of the RFP.

11.	44	IV	6.1	Payment for Services	Please mention the billing address. Whether UIDAI wants centralized / decentralized billing of the services	Exact Billing Address will be provided to the selected Service Provider
12.	44	IV	6.3.(b)	The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to UIDAI.	The extension of the billing system to the customer is not the standard practice. Hence this requirement may be deleted. BSNL will provide UIDAI softcopy / hardcopy of the invoices	Pl refer to Section IV, Part-I, 6.3(b) page 44 of the RFP.
13.	53	IV	Part-II 3.0	The risks and the coverage shall be as follows-----	BSNL is a CPSE, hence this clause may be deleted for PSUs.	Pl refer to Section IV, Part-II, 3.0, page 53 of the RFP.