

RFP for “ TFN and Allied Services for Contact Centers of UIDAI”
Ref.No.14014/28/2015/Logistics dated 19.02.2016
Clarifications/Amendment on written Queries

S. No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarification by UIDAI
Reliance Communications Ltd.						
1	15,16	Eligibility Criteria	3,4,6	CS Certificate for clause no 3,4,6. The selected service provider has to provide the required certificates as per S. No, 4 & 6 from statutory auditor before signing of contract agreement.	Request to allow the certificate signed by the Authorized Signatory of the bidder holding Power of Attorney	In respect of S. No. 3, 4 & 6 the required certificates may be submitted with signature of authorised signatory. However the selected service provider has to provide these certificates signed by the statutory auditor before signing of the contract agreement.
2	20	Section-III	3.1	The selected Telecom Service Provider has to provide PRI connectivities to both main DC & DR Data centers for inbound calls and 3 to maximum Six locations of contact centre partners anywhere in India for outbound calls and the locations may be shifted from one location to other, if required.	Please share address & full contact details of the locations where the PRI has to provided for outgoing call. The locations should be fixed for the duration of contract. Otherwise one time charges for shifting be included in the price bid.	The selected service provider to provide connectivity for outbound calls at maximum three locations.Out of these 3 ,address of one location is Plot no 270, Industrial Area, Phase 1, Punchkula. Other two locations may be at any

						place in India as not decided yet.
3	24	Part-II	SLA	The service is available on the for use 99.95% of each Calendar Month (Average Monthly Network Availability).	Uptime commitment is not part of SLA in voice services. Request to drop the uptime clause & associated penalty. Otherwise pls clarify how uptime & penalty will be calculated in detail, as UIDAI requires voice connectivity in DC DR topology.	As per RFP, page no 20,24,25 of section III.
4	25	Part-II	SLA	Impacted Service will be defined as a particular PRI or Toll-Free number for which the Service is unavailable	Please clarify in detail about the impacted service as DC-DR topology as mentioned in the tender document means, at any of the location Toll free Number should be working for the uptime required as per RFP. If the combined DC-DR topology is not taken for calculation of uptime, we request that the uptime for individual locations be kept at 99% so that the combined uptime will be 99.95% If one or more PRI at DC goes down but the Toll free service is working with other PRI lines will there be any penalty charged and if yes, pls specify how the same will be calculated If one or more PRI at DR goes down & Toll free service is still working	As per RFP, page no 25 of section III.

					fine with the DC PRI links will there be any penalty, and if yes, pls specify how the same will be calculated?	
5	46	Part-II	9. Liquidated damages	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.	Please cap the LD at 5% of first month`s bill value.	As per RFP , page no 25 of section III.
6.	8	Part-I, General	J	"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 int the tender. Request to amend accordingly.	As per RFP, page no 25 of section IV.
7.				Date of submission	Request to kindly extend the date of submission of the tender by 15 days after the response of the clarifications	As per RFP
M/s Integrity Commitment Client Satisfaction Service (ICCS)						
1	15	Section-II	Part-III	Average overall annual turnover of at least Rs.100.00 crore during the previous three financial years (2012-2013, 2013- 2014 & 2014-2015)	If this could be amended as to Average overall annual turnover of at least Rs.10 crore during the previous three financial years (2012-2013, 2013- 2014 & 2014-2015).	As per RFP , page no 15 of section II.
M/s Vodafone Mobile Services Limited.						
1	22	Section-III	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.	As per RFP , page no 22 of section III.

2	22	Section-III	3.3	The selected service provider shall provide the following toll free features:- Dialed Number Identification Service (DNIS)	Need clarity on the expectation of Dialed Number Identification Service (DNIS). Please specify the details to be shared under DNIS. Providing call number details is not feasible.	The service provider needs to provide the callers numbers who are dialling the toll free numbers.
3.	22	Section-III	3.3	Area Code and Exchange Block ó Block Toll Free calls from customer identified area codes and local exchanges.	How many such request shall come from UIDAI for blocking the SDCA code and specify the frequency of the same. How many fixed area codes to be blocked. Blocking is only applicable only for Fixed line codes. With National MNP allowed, Mobile users are not possible to block ,basis on their mobile number series.	As in when required. In existing setup, it has not been requested once.
4	22	Section-III	3.4.1	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.	Its been stated that online reporting is preferable and should be downloadable from the portal itself. We are requesting the department to kindly consider the manual submission of the reports on the specified date (5th Business day of every Month) to the authorized person for billing & audit purpose.	As per RFP , page no 22 of section III.
5.	23	Section-III	3.4.2	CALL DETAIL REPORT: - The selected service provider shall submit by the 5th business day of each month, a call detail report to the purchaser, which shall include the following for each call: Calling number, Date and time, Duration of call (minutes), Charge per call Subtotal by Toll Free Number, Originating Number	Please share the detailed parameter's which needs to be captured under CDR's. Also, if possible then please share the sample template for providing the CDR's.	As per RFP , page no 23 of section III.

6.	24	Section-III	3.5	SLA availability: 99.95% per month. Penalties attached to non-conformance of SLA (provided in the tender)	Request to please explain on what parameter the service availability would be measured. For achieving the 99.95% SLA, multiple TSP's would be required and it should not be applicable to specific location and request you to consider it inclusive of DR set-up. With single TSP, we would be able to offer 99% Uptime of service.	As per RFP , page no 20 of section III.
7.	20	Section-III	3.1	The selected Telecom Service Provider has to provide PRI connectivity to both main & DR Data centers for inbound calls and 3 to maximum Six locations of contact centre partners anywhere in India for outbound calls and the locations may be shifted from one location to other, if required.	Request to please share the address details of contact centre partners, as this information is required to conduct the feasibility check and basis that only we would be able to provide the PRI services at respective location.	The selected service provider to provide connectivity for outbound calls at maximum three locations.Out of these 3 ,address of one location is Plot no 270, Industrial Area,Phase 1,Punchkula . Other two locations may be at any place in India as not decided yet.
8.	21	Section-III	3.2.1	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. D ATA CENTRE ADDRESSES Main Data Centre M/s Wipro Ltd (Unit 1),Wipro Special Economic Zone, Plot No.2,3&4, Knowledge Park (4), Greater Noida-201306.	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.	Till the customer rack. Prior permission needs to sought for UIDAI data center visit.

9.	13	Section-III	11.3	The Bidders are expected to commence the assignment within 28 days of signing the Contract. In case the winning Bidder fails to start the assigned work within 28days of signing of Contract, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.	Request you to kindly provide at least 8 Weeks for the commencement of services, as providing connectivity up to the DC/DR would require Optic fiber work and same is subject to the ROW permissions from local municipal authorities. Please provide the timelines of 8-10 Weeks.	As per RFP , page no 13 of section II.
10.	18	Section-III	1	FINANCIAL BID FORMS The bidder shall quote the cost per -Connect Minuteø for providing Toll Free Number and all other allied services related to TFN and short code 1947 as per the Scope of Work given in Section III which shall include all the statutory taxes, levies, duties etc. The above amounts quoted shall also be inclusive of all costs for providing other additional services specified in the -Scope of Workø The cost quoted shall be inclusive of all incidental expenses .The -Costø should also be inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.	Please clarify on the concept of -Connect Minuteø as a TSP we would need more clarity on this point. RFP ask is for per minute call charges and at the same time its asking for total number of seconds divide by 60. Kindly specify a uniform model for charging either charge on per second basis or per minute basis.	As per RFP , page no 26 of section IV.
11.		General Query		Please confirm the last mile hand-off requirement at the DC/DR for delivering a PRI services.		The service provider needs to provide the PRIs till the last mile,i.e. to UIDAI communication server rack.
12.		General Query		We request the department to provide at least 2-3 Weeksø time post releasing the Pre-bid clarification as we would need to conduct the physical survey for the detailed		As per RFP

				feasibility report.		
13		General Query		Please share the call flow for the existing toll-free set-up.		The same can be checked from live environment by dialing 019470.
14	9	Section-II	1.12	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.	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.	As per RFP , page no 9 of section II.
15	31	Section-IV	2.2 (a)	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 in case of material breach only 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 time due reasons attributable to UIDAI.	As per RFP , page no 31 of section IV.

	31	Section-IV	2.2 (b)	This clause states UIDAI, reserves the right to terminate the contract without assigning any reason to the Bidder.	<p>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 does not cure within the reasonable notice period.</p> <p>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.</p>	As per RFP , page no 31 of section IV.
16.	34	Section-IV	2.9.1 (b)	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.	As per RFP , page no 34 of section IV
17.	35	Section-IV	2.9.1 (j)	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.	<p>In case of nay dispute between the parties, matter shall be resolved amicably or by the exclusive jurisdiction of New Delhi. Arbitration proceeding is not acceptable as it has a limited recourse. Moreover, it is a very time consuming and costly affair.</p> <p>Even if parties opt for arbitration proceeding, the award of arbitration can be set aside by either of the parties as per section 34 of arbitration and conciliation act, 1996.</p>	As per RFP , page no 35 of section IV

18.	35	Section-IV	2.9.1(2)	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.	As per RFP , page no 35 of section IV
19.	38	Section-IV	3.3	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 by each of the parties.	As per RFP , page no 38 of section IV
20.	38	Section-IV	3.4	This clause states Bidder and the personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of this contract.	This clause of "Confidentiality" should be made mutual between the parties in order to safeguard the confidential information of UIDAI along with Vodafone.	As per RFP , page no 38 of section IV
21.	39	Section-IV	3.7	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.	Vodafone may assign, sublet or transfer the rights and obligations to its Group Company by intimating it to the Purchaser.	As per RFP , page no 39 of section IV
22.	40	Section-IV	3.7	This clause states Bidder shall be under the obligation of securing the data shared by the Purchaser.	Information shared by Bidder with the Purchaser should also be protected under this contract.	As per RFP , page no 39 of section IV

23.	40	Section-IV	3.10	This clause states Bidder shall not be allowed to use the information, name or the logo of the Purchaser.	Information, the name or logo of Vodafone (Bidder) should also be not allowed to be used by the Purchaser without obtaining prior written consent for the same.	As per RFP , page no 40 of section IV
24.	41	Section-IV	3.13	This clause states the Bidder shall not assign, in whole or in part any of their obligations under the contract.	Vodafone may assign, sublet or transfer the rights and obligations to its Group Company by intimating it to the Purchaser.	As per RFP , page no 41 of section IV
25.	45	Section-IV	8.5	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.	Clause of "Arbitration Proceeding" is not acceptable as it has a limited recourse. Moreover, this it is a very time consuming and costly affair.	As per RFP , page no 45 of section IV
26.	46	Section-IV	9	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. 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.	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. Also the clause fails to address the concern where the delay is due reasons attributable to UIDAI.	As per RFP , page no 46 of Section IV

27.	48	Section-IV	11.1 (iii)-(V)	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 of "Indemnification" 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.	As per RFP , page no 48 of section IV
28.	48	Section-IV	12	This clause states 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 Bidder to pay Liquidated damages to the Purchaser.	Neither Bidder nor Purchaser shall 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: <i>"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>	As per RFP , page no 48 of section IV
29.	49.	Section-IV	13.1 (iii)-(V)	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 of "Indemnification" 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.	As per RFP , page no 49 of section IV

30.	56	Section-V	11	<p>This clause states that, in case we are engaged by the Purchaser for executing the services, we 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.</p>	<p>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>Also the clause fails to address the concern where the delay is due reasons attributable to UIDAI.</p>	<p>As per RFP , page no 56 of section V</p>
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