

Clarification- RFP Video Conferencing Solutions

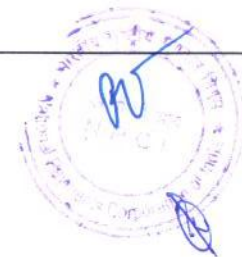
Sr	Document Ref	Page No	Clause No	Description in RFP	Clarification sought	NPCI's Clarification
1	NPCI:RFP:2011-12/0002 Dated 01/07/2011	35	11.2.1 / S.1	Interfaces for MPLS/ Internet 1 x RJ45 Ethernet, 10/100/1000 Mbps full/half duplex, manual or auto sensing, Should support for E1 / T1 G.703 (RJ-45) for ISDN PRI	Support for ISDN at the endpoint is not needed since NPCI wants to use the IP network for Video conferencing. NPCI has already asked for an ISDN Gateway to connect calls outside NPCI network. Moreover, adding this duplicate functionality at endpoint will only escalate costs for each endpoint, when a central solution viz. ISDN Gateway is being procured. Moreover, recording will not be possible if calls are made directly from ISDN end-point to outside endpoint without using MCU.	The clause has been modified as Interfaces for MPLS/ Internet: 1 x RJ45 Ethernet, 10/100/1000 Mbps full/half duplex, manual or auto sensing.
2	NPCI:RFP:2011-12/0002 Dated 01/07/2011	37	S.5	Firewall Traversal Proxy Server It should support minimum 50 calls from the Internet on allow basis.	NPCI has specified the MCU port capacity as 20. However the number of calls mentioned here is 50. Request NPCI to please correct this to 20 since the maximum number of calls cannot exceed the number of MCU ports. Also the bandwidth of the calls has not been specified. Since NPCI has specified the resolution as 1080p, it is requestd that the per call bandwidth that the solution must support be mentioned as 2 Mbps. that is 20 calls @2 Mbps.The number of calls has to be 20 calls @ 2Mbps each. Moreover, does NPCI want any make of VC end-point at RBI or other Bank to communicate with NPCI in a secure manner ? Does NPCI want the solution to work with existing Firewall and be open enough to work with all standard firewalls ? Does NPCI want the ability for devices on Internet to be reached using an H.323 ID or E.164 alias ? Does NPCI want open standard protocol used across Internet through firewall which enables multivendor Video endpoints to participate in a single VC call.	NPCI needs the following: 1. 20 calls @ 2Mbps from day one and expandable to 50 calls @ 2mbps in the future. 2. All calls must be encrypted to maintain security. 3. The mode of calling should allow all of the following: 3.1. Outside parties must be able to reach the MCU of NPCI. This should be possible using the following URI: conferenceID@NPCI.org.in conferenceID@ Public IP address of server. h323 id or SIP Uri@ npc.org.in h323 id or SIP URI@ public ip address of server 4. All calling must be standards based so that any device can be able to reach NPCI. 5. NPCI will not replace existing firewalls or build a parallel FW network.
3	NPCI:RFP:2011-12/0002 Dated 01/07/2011	37	S.6	Management Application (Hardware & Software) The management server should support up to 100 systems including endpoints, MCUs, gateways and streaming servers.	What is the capacity that is required from day one? Is it 100 or 20? Or 20 calls from day one and expandable to 100.	20 calls from day one and expandeable to 100 in the future in the same hardware.
4	Gatekeeper Support for up to 25 to 50 users in the network at any point of time (Concurrent Connections).	38	S.7	Gatekeeper Support for up to 25 to 50 users in the network at any point of time (Concurrent Connections).	Request NPCI to specify the exact number of calls i.e 25 or 50. Also the type of calls has not been mentioned i.e whether Routed mode or Non -routed mode. Can NPCI specify if all the 25 calls has to be in a "Routed Mode" for better control of the call by the Gatekeeper and to give high end features such as call hold and transfer which are available only in "Routed Mode"	NPCI wants at least 25 calls in "Routed" mode. Routed mode is implied since, the Gatekeeper should be able to provide call control.



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5	Firewall Traversal Proxy Server	58	55	It should support minimum of 100 mbps of WAN traffic.It should support minimum 50 calls from the Internet on allow basis.	Since tender mentions 50 calls from the Internet we would suggest the bandwidth mentioned should also be in line with the no of concurrent calls.Hence request to change 100 mbps to minimum 10 mbps of WAN traffic.	<p>The clause has been modified as</p> <ul style="list-style-type: none"> • It should support minimum of 50 mbps of WAN traffic. • It should support minimum 50 calls from the Internet on allow basis.
6	Gatekeeper	60	Sec S7, Pt 4	The gatekeeper should support integration with third party SIP PBX's	We would humbly suggest NPCI to consider the following:The solution should support integration with third party SIP PBX's.This would enable any of the components of the solution to support the SIP integration.	<p>The clause has been modified as</p> <p>The solution should support integration with third party SIP PBX's.</p>
7	Video Conference Codec	56	Sec S1, Pt 5	The system should have minimum 2 Video Outputs, 2 for connecting 2 display sets.	Since NPCI has asked for an optional DVD recorder we would suggest an additional video output on the codec interface to connect DVD recorder.This would enable NPCI to record video confernces from the codec locally.The clause should mention The system should support minimum 3 video outputs 2 for connecting display sets and an additional output to connect to DVD recorder.	Recording facility is not required at each endpoint locally.It should be done at a central location.
8	Scope Of Work	12	Sec 3.1, Pt 5	The Video Conferencing solution will be accepted after successful Acceptance Test.	Request you to provide the parameters for the test.	Will be communicated to sucessful Bidder
9	Scope Of Work	12	Sec 3.1, Pt 9	The Bidder will arrange training for at least two officials at each NPCI Offices on the operational aspects which will cover administration, usage, troubleshooting etc. of the supplied Video-Conferencing equipments.	We would like to suggest that the training to be conducted in single location which would help the officials to have better understanding.	No Change in RFP
10	General Specifications	34	11.1.1	NPCI proposes to use its existing MPLS network for the Video Conference.	Request you to provide the bandwidth consumed at each location	Bidder should inform the bandwidth requirement of their solution.
11	General Specs section	34	11	NPCI will be utilizing the LCD panels which are already installed at all the 4 locations.	Kindly give the details of the video interface (HDMI / composite video input) of the existing LCD panels in order to procure the right cables & accessories required for the LCD integration.	All LCD Panels will have HDMI support.
12				The system should be the latest model equipments.	Please give exact make & model of the LCD panels with product data sheets as well.	as above
13				The Bidder should include all types of cables, wires or any other requirement for integrating the systems to the existing LCD panel and the MPLS network.		Vendor has to supply mounting kit for VC's and all cable accessories for LCD Panels.
14	Functional & Technical Specs	35	11.2.1 S 3	The multiparty software to be included in the Bill of material of the video codec or only the product should support multiparty software support for 1+3 conference.	Additional remark – since NPCI is already investing in an MCU at the central location as well as IP (MPLS) links from each location to the central location then the VC solution can be further optimized such that all the video end points can connect over IP (MPLS) network to the MCU at central location & the cost of multiparty software at each location can be completely avoided, an additional cost saving for NPCI from Capex perspective.	This clause has been removed from RFP document.



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15	Payment Terms	28		<p>1) 40% Payment of the cost will be paid after installation and commissioning of the systems at each location.</p> <p>2) 50% of the cost will be paid after operationalizing the entire system through the network.</p> <p>3) 10% of the cost of entire system shall be paid upon submission of Performance Bank Guarantee during warranty period for an equivalent amount valid of 3 years from the date of acceptance.</p> <p>The maintenance cost shall be paid yearly in arrears for the post warranty period.</p>	<p>We seeks payment term as follows :</p> <p>1) 90% on delivery of equipment</p> <p>2) 10% on successful implementation of VC equipment</p>	No Change in RFP
16	Delivery Period	27		The system should be delivered and installed within 8 weeks from the date of acceptance of the Purchase Order.	<p>8 weeks for delivery and installation appears challenging. Kindly get confirmation from Commercial team on delivery and Support team on execution.</p>	<p>The clause has been modified as The system should be delivered and installed within 10 weeks from the date of acceptance of the Purchase Order.</p>
17	LD Applicable	27		<p>If the bidder does not deliver goods as per the above delivery schedule, penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered for delayed deliveries.</p> <p>In the case of delay in compliance with the order beyond 30 days of the stipulated time period, NPCI will have the right to cancel the order.</p>	LD applicability should be on <i>value of undelivered portion</i> rather than on <i>total value of Purchase Order</i>	No Change in RFP
18	Penalties linked to SLA	28		<p>If the Bidder does not maintain the systems as stipulated in clause 10.8 or such authorized delays as may be permitted in writing by NPCI, NPCI shall impose a penalty @ Rs.1000/- per day.</p> <p>In the case of delay in providing support to any of the equipments exceeds 30 days, the Bidder should replace the equipment in its entirety.</p>	We seek penalty on non maintenance of the systems to be capped at 5% of Services order value.	No Change in RFP



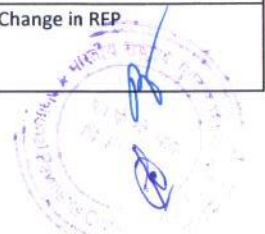
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19	Tax Duties		6.6	5.6.2 Prices shall include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt.	Any Increase in cost due to increase rates of duties, charges and levies shall be reimbursed to the supplier by NPCI	No Change in RFP
20	Payment Terms		10.11	10.11.140% Payment of the cost will be paid after installation and commissioning of the systems at each location. 10.11.2 50% of the cost will be paid after operationalizing the entire system through the network. 10.11.3 10% of the cost of entire system shall be paid upon submission of Performance Bank Guarantee during warranty period for an equivalent amount valid of 3 years from the date of acceptance.	Clause to be included: All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice. If Customer fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.	No Change in RFP
21	Price		10.12	There shall be no increase in price for any reason whatsoever.	Any Increase in cost due to increase rates of duties, charges and levies shall be reimbursed to the supplier by NPCI	No Change in RFP
22	Liability		9.12	The selected Bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any hardware as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.	1. Request the 1st line to be modified as follows: "The selected bidder shall indemnify NPCI and be liable for any direct and proven losses due to malfunctioning of the equipment or any hardware as supplied and installed by them resulting in damage to real or tangible personal property or personal injury or death. " 2. Request to add - "Neither Party shall be liable for any indirect or consequential damages under this Agreement."	No Change in RFP
23	Termination			Termination (Clause not present in RFP)	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.	No Change in RFP
24	Force Majeure			Force Majeure (Clause not present in RFP)	Wipro shall not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	No Change in RFP



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25	Deemed Acceptance			Deemed Acceptance (Clause not present in RFP)	Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).	No Change in RFP
26	Arbitration			Arbitration (Clause not present in RFP)	If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	No Change in RFP
27	Risk and Title			Risk and Title (Clause not present in RFP)	The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer	No Change in RFP
28	Pass Through Warrantly			Pass Through Warrantly (Clause not present in RFP)	Since Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	No Change in RFP
29	Limitation of Liability			Limitation of Liability (Clause not present in RFP)	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement. The aggregate liability of Wipro under this Agreement, shall not exceed the fees received by Wipro under this Agreement during the three months preceding the date of such claim.	No Change in RFP



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30	Penalty for default in delivery			<p>Penalty for default in delivery: If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p>	<p>1. If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of <u>undelivered portion</u> of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>2. We Would suggest it to be minimized to 0.2% instead of 0.5%.</p>	No Change in RFP
31	Penalty for default in Maintenance		38	<p>Penalty for default in Maintenance: 10.9.1 If the Bidder does not maintain the systems as stipulated in clause 10.8 or such authorized delays as may be permitted in writing by NPCI, NPCI shall impose a penalty @ Rs.1000/- per day. 10.9.2 In the case of delay in providing support to any of the equipments exceeds 30 days, the Bidder should replace the equipment in its entirety.</p>	<p>We would request NPCI to modify the clause as: "In case of failure to meet the above Support Requirements, NPCI shall impose a penalty of INR 1,000/- (Indian Rupees one Thousand only) for each hour delay beyond the resolution time, upto a maximum of 1% of contract value."</p>	No Change in RFP
32	Taxes and Duties		39	10.4 The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.	We would request NPCI to modify the clause as Post submission of bid, the benefits / costs realized by supplier due to lower / higher rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.	No Change in RFP
33	Penalty for default in delivery	28	10.8.4	The Bidder should maintain the systems for a period of 3 years from the date of acceptance of the systems. The meantime to repair for the systems supplied should not exceed 6 hours.	Request you to provide the time line of 24 hours for the repairs	No Change in RFP
34	Penalty for default in Maintenance	28	10.9.1	If the Bidder does not maintain the systems as stipulated in clause 10.8 or such authorized delays as may be permitted in writing by NPCI, NPCI shall impose a penalty @ Rs.1000/- per day.	We Would suggest it to be minimize @Rs. 500/-	No Change in RFP
35	Payment Terms	28	10.11.4	The maintenance cost shall be paid yearly in arrears for the post warranty period.	We would request if it can be made half yearly	No Change in REP



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36	Warranty and Maintenance	28	10.8.4	The Bidder should maintain the systems for a period of 3 years from the date of acceptance of the systems. The meantime to repair for the systems supplied should not exceed 6 hours.	Please specify the response and resolution time.	The clause has been modified as The Bidder should maintain the systems for a period of 3 years from the date of acceptance of the systems. The Bidder should provide support 24x7x365 days for maintenance of MCU and endpoint equipments with 4 hours response time and resolution time should be within 24 hours which includes part replacement, if any.

