

PRE BID QUERIES FOR NPCI:RFP:2012-13/0001 DATED 26th April 2012 RFP FOR 10 MBPS INTERNET LINKS

Sr.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark ( If any)	NPCI Comments
1	Section 3	12	3.1 Point 12	ISP should provide necessary documents	Agreements and documents with ISP for peering are signed with NDA and has legal obligations, we can share capacities we have with each of providers with Diagram.		OK
				a. Local peering, within India, with multiple ISP'S			
				b. local peering with NIXI	Is it mandatory to submit the same, because it is very confidential, We can share Capacity in words		OK
2	section 4	14	4.2.2	The bidder should have minimum annual turnover of Rs. 50 Cr each during the last three financial years (2008-09, 2009-10, 2010-11)	Is it mandatory to submit the balance sheets, we do not have the balance sheet of 2010 -11 currently it is unavailable		No change in RFP
3	Section 5	18	5.14.1	power of attorney or board resolution for signing of Bid-Annexure H	Is it mandatory to submit the same, presently we do not have any such documents		No change in RFP
4	Section 5	18	5.14.1	Manufacturers (OEMs) Authorization form - Annexure D	Since we are not supplying any router or switch, still it is required		Not Required.
5	Section 3	12	3.1 point 4	The bidder should provide Link with last mile on fibre and Ethernet handoff	is it ok we will take the lastmile from other BSO (apart from Reliance and TCL) to compete		The bidder should not provide lastmile on Reliance and TCL.
6	Section 3	12	3.1 point 1	The bidder should provide guaranteed uptime of 99.9 % per quarter	Is customer looking for Dual last mile or single last mile as per domestic standard maximum uptime provided on single link is 99.5 %, Please clarify if dual last mile need to be bundled		The revised SLA requirement is given in the corrigendum.
7	Section 3	12	3.1 point 4	The bidder should provide internet link with last mile on Fiber and ethernet handoff	Can backup link be on wireless in case customer needs dual last mile or wired last mile for both primary and secondary is mandatory		Dual Lastmile not required.

8	Section 3	13	3.1 point 20	Penalty for Downtime:0.5% of proportionate value in case MTTR more than 2%,or 1% if more than week	Can service credit be extended instead of monetary penalty ,Monetary penalty requested to be waived off		The revised Penalty clause is given in the corrigendum
9	Section 8	26	8.7.3	Payment at end of quarter	Can we have payment Quarterly in advance		No change in RFP
10	Section 3	12	3.1 point 7	The bidder should explicitly mention equipment proposed to be supplied with the line from their end and end terminal equipment required to be provided by NPCI	It is assumed that NPCI (customer ) will provide equipment which will support 10 mbps single or dual links and service provider will not provide end cpe,Please clarify		The links is to be terminated on L2 switch of NPCI.
11	Section 3	12	3.1 point 16	ISP should provide Centralized Trouble ticket for call logging,Monitoring and troubleshooting purpose	Clarification required on whether customer requires ABS to manage the existing cPE at customer premises and do proactive monitoring services ,In that case ABS should have read/Write access of CPE and will be limited to ABS links only and not other service provider links ,Pls clarify?Please share detailed IOS and model of existing CPE of customer which will be used for link termination?		The details of CPE will be provided to successful bidder.
12	Section 2	10	2.2	Presently NPCI has 5 mbps link to be upgraded to 10 mbps	who will manage and maintain the Primary link and co-ordinate with other service provider ,Existing link,Or will there be only one link		The existing link management and maintenance is not under scope of this RFP.
13	Section 3	12	3.1 point 1	The bidder should maintain Service Level Agreement for the proposed Links along with a guaranteed uptime commitment in excess of 99.99% per quarter.	Uptime expected in very high. Request to change to 99% per quarter.		Pl refer to corrigendum.
14	Section 3	12	3.1 point 3	The 10 Mbps Internet link (1:1 uncompressed, unshared) should be upgradable up to 100 Mbps.	Should the internet lastmile should be capable of 100Mbps from day 1?		Yes.

15	Section 3	12	3.1 point 14	ISP should provide dedicated port for the connection (with no capping or rate limit).	Is NCPI expecting a dedicated interface on the edge routers? If yes, the capping will be at the maximum of interface speed used. Request to change the clause as "14.ISP should provide port for the connection (with 100Mbps capping or rate limit)."		Yes.
16	Section 3	13	3.1 point 19	ISP shall have to sign the Service Level Agreement committing at least 99.9% of Internet gateway uptime for service availability. In case, ISP is not able to provide the required uptime of 99.99%, penalty will be applicable.	Request NPCI to kindly consider uptime to be 99.5% for last mile		Pl refer to corrigendum.
17	General				Who will be responsible for the router configurations?		Pl refer to clarification given to query no.10
18	General				Is the routers already available with NCPI? If yes, please confirm the availability of Ethernet interface for link termination.		Pl refer to clarification given to query no.10
19	Section 3	13	3.1 point 20	<p>20.Penalty for Downtime:If the services remain down for any reason for more than 2 hours in any single instance including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if Services remain down for 24 hours or more upto one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.</p> <p>If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to two weeks after which the Performance Bank Guarantee will be invoked and NPCI will have right to cancel the order and go for any other ISP.</p>	<p>Kindly elaborate the term "proportionate contract value" in context to the penalty clause mentioned in the RFP.</p> <p>And Request for change in penalty clause as mentioned below. The penalty should be levied based on uptime breach per quarter and not based on single every instance.</p> <p>100% to 99.9% (No Credit)  99.9% to 99% - 1% of QRC (quarterly Recurring charges)  99% to 98% - 2% of QRC(quarterly Recurring charges)  98% - 95% - 3% of QRC (quarterly Recurring charges)  95% and below - 5% of QRC</p>		Pl refer to corrigendum.

20	Section-3	12	3.1 point 1	The bidder should maintain Service Level Agreement for the proposed Links along with a guaranteed uptime commitment in excess of 99.99% per quarter.	As single last mile required at both the locations..Request the uptime to be changed to 99.9% per quarter.		Pl refer to corrigendum.
21	Section-3	12	3.1 point 5	The bidder should provide at least 30 (/27) Public IP addresses (Class C) to NPCI.	Do we need to provide 30(/27) Public IP addresses at both the locations?		Yes.
22	Section-3	12	3.1 point-1	Scope of Work: The bidder should maintain Service Level Agreement for the proposed Links along with a guaranteed uptime commitment in excess of 99.99% per quarter.	Bidder would request NPCI to kindly consider uptime to be 99.5% for last mile		Pl refer to corrigendum.
23	Section-3	12	3.1 point 14	14.ISP should provide dedicated port for the connection (with no capping or rate limit).	Since it's a 10 MB 1:1 internet bandwidth so Bandwidth would be capped to 10 MB .		Pl refer to clarification given to query no.15
24	Section-3	13	3.1 point 19	19. ISP shall have to sign the Service Level Agreement committing at least 99.9% of Internet gateway uptime for service availability. In case, ISP is not able to provide the required uptime of 99.99%, penalty will be applicable.	Bidder would request NPCI to kindly consider uptime to be 99.5% for last mile		Pl refer to corrigendum.
25	Section-13	13	3.1	20.Penalty for Downtime:If the services remain down for any reason for more than 2 hours in any single instance including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if Services remain down for 24 hours or more upto one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty. If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to two weeks after which the Performance Bank Guarantee will be invoked and NPCI will have right to cancel the order and go for any other ISP.	Bidder would request NPCI to kindly delete the clause of penalty and invoking the band gurantee and consider 0.5 % penalty as service credit capped upto 10 % of service credit		Pl refer to corrigendum.
26		14	4.2.3	The bidder shall be registered with TRAI for providing Internet Bandwidth Service in India.	Bidder request NPCI to change the regrestation from TRAI to DoT for providing Internet services in india		Please read "DOT" instead of "TRAI"

27	Section 8	26	8.9	Repeat Orders (Optional): 8.9.1 NPCI has right to place repeat order to the successful bidder for services mentioned in this RFP after completion of the one year period.	would recommend to consider mutually prevailing T&Cs at the time of ordering the services		No change in RFP
28	Section 8	28	8.11	Indemnity	Requesting NPCI to delete the clause		No change in RFP
29	Section 8	28	8.12	Bidder's Liability	Requesting NPCI to delete the clause		No change in RFP
30	Section 8	28	8.13	Termination of Purchase Order For Convenience, For Insolvency, Liquidated Damages	Requesting NPCI to delete the clause		No change in RFP
31	Section 8	28	8.13	Termination of Purchase Order For Convenience,	Since the contract shall be for 1 year so requesting the applicability of this clause after completion of 1 year .		No change in RFP
32	Section 10	43	Annexure T	Annexure-T: Technical Requirements : Equipment provided by ISP for establishing connectivity owned by ISP (Make & model)	Requesting clarification if service provider has to provide details of make model of MUX from which connectivity would be given		No
33	Section 5	17	5.9.1	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.	Requesting NPCI to consider the validity of bid to be 2 months		No change in RFP
34	Section 8	25	8.6.1	The bidder shall maintain the CPE devices provided to NPCI without any extra cost. The bidder shall be responsible for obtaining all risk insurance cover for CPE devices provided to NPCI.	Since Service provider has to provide only 10 MB bandwidth excluding CPEs so demark point would be MUX interface handoff .		Yes. NPCI will arrange for crossconnect from MUX.
35	Section 8	26	8.7.1	Payment Terms: One time cost of each link will be paid on delivery of each link on acceptance of the link by NPCI. The Performance Bank Guarantee, as per format, equal to 10% of total Purchase Order value within 14 days from the date of issuance of Purchase order validity for one year. The Bank Guarantee has to be renewed every year in case further extension.	Requesting NPCI to kindly clarify on acceptance procedures in details & consider payments quarterly in advance .		Signed of Acceptance & Commissioning certificate by NPCI officer

36	Section 8	30	8.16 B	<p>b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder 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 contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.</p>	Requesting NPCI to delete the clause		No change in RFP
37	Section 8	25	8.4.1	<p>Terms of Delivery:</p> <p>8.4.1 The links should be delivered within 8 weeks of receipt of the Purchase Order.</p>	Requesting NPCI to consider delivery timelines of 10 weeks post receipt of PO .		No change in RFP
38	Section 8	25	8.3.1	<p>Taxes and Duties: 8.3.1 All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per prevailing rates while making any payment.</p> <p>8.3.2 Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt.</p> <p>8.3.3 The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.</p>	Taxes would be applicable at actuals at any given point of time .		No change in RFP
39	Section 3	12	3.1 point 19	ISP shall have to sign the service level agreement committing at least 99.9% of internet gateway uptime for service availability. In case ISP is not able to provide the uptime of 99.99% penalty will be applicable	Service uptime(including the last mile) cannot be more than Internet Gateway uptime.Uptime SLA including the single fibre last mile is 99.5%. POP to POP uptime is 99.5%		Pl refer to corrigendum.

40	Section 3	12	19	ISP shall have to sign the service level agreement committing at least 99.9% of internet gateway uptime for service availability. In case ISP is not able to provide the uptime of 99.99% penalty will be applicable	SLA on uptime is quarterly but it is calculated on a monthly basis		SLA on uptime is quarterly and calculated on quarterly basis.
41	Section 4	14	4.2.3	The Bidder shall be registered with TRAI for providing Internet Bandwidth Service in India	License provided for ISP is by DOT and not TRAI		Pl refer to clarification given to query no.26
42	Section 3	13	20	0.5% of Contract value	0.5% Capped to 10% of quarterly value		Pl refer to corrigendum.
43	Section 3	13	20	1 % of Contract value	0.5% Capped to 10% of quarterly value		Pl refer to corrigendum.
44	Section 3	13	20	2% of Contract value	0.5% Capped to 10% of quarterly value		Pl refer to corrigendum.
45	Section 3	13	20	Bank Guarantee invoked and Service would be cancelled	Not acceptable		No change in RFP
46	General					The addresses of Mumbai and Chennai DCs are required.	The addresses of Mumbai and Chennai DC are given below: 1) NPCI c/o TATA Communications Ltd Tower A, 3rd Floor, C-21 & C-36, G Block, Bandra Kurla Complex, Bandra E, Mumbai- 400098 2) NPCI c/o Reliance Communications Infrastructure Ltd Reliance House, IDC SH-1A, No.6, Haddows Road, Nungambakkam, Chennai- 600006
47	Section 2	10	2.2	Hence we need alternate Internet Service providers (ISP) to bid at these locations for 10 Mbps Internet link.	Considering this is a secondary internet Link. Request you to change the uptime from 99.99% to 99.5%		Pl refer to corrigendum.
48	Section 2	12	3.1 point 1	The bidder should maintain Service Level Agreement for the proposed Links along with a guaranteed uptime commitment in excess of 99.99% per quarter.	Considering this is a secondary internet Link. Request you to change the uptime from 99.99% to 99.5%		Pl refer to corrigendum.