

RESPONSE TO QUERRIES RAISED BY BIDDERS (Till 20th July 2013)

1	Part B Section 2 : Technical Requirements Pg 80	2.1 Concept of EOC	The basic functions of EOC, derived on the basis of functional framework of disaster management would be to: 1. Receive, monitor, and assess disaster information. 2. Keep track of available resources. 3. Monitor, assess, and track response units and resource requests.	Please advice on the workflow and information dissemination platform.	Information Flow diagram is attached at Annexure-1
2	Section 2 :Technical Requirements; 2.2.1 Page 82	2.2.1 State EOC	Planned unified communication system will support the key concepts of interoperability, reliability, scalability and portability to ensure that personnel from different disciplines, jurisdictions, organizations and agencies are able to communicate with each other instantly. For example, communication between first responders such as police, disaster rescue forces, fire brigades that use wireless communication systems mostly equipment operating in Very High Frequency (“VHF”) band and administrators on terrestrial or satellite based Very Small Aperture Terminals (“VSAT”), should be possible with Voice over Internet Protocol (“VoIP”) based unified communication system.	Please clarify if the UCS is based on VoIP technology.	Yes. Communication links operating on various technologies are converted to VoIP for interconnection.
3	Section 2 :Technical Requirements, Pg 88	2.3.2.1 Resources for Setting up of ECN : Transportable VSAT Systems	h. Very High Frequency (VHF) radio base station / handsets (walkie -talkie)	While the requirement of Base station and number of hand-held walkie-talkie sets are clear for ERVs, the RFP also mentions need for radio base stations at SEOC, DEOC and also with the portable VSATs. But numbers are not mentioned. Pls mention the exact requirement in terms of number of Radio base stations and number of hand-held sets.	Requirements at SEOC: One base station with 10 VHF handsets Requirement at DEOC: One VHF base station and 5 VHF handsets Back-up battery to be provided at SEOC as well as DEOC along with battery charger. The battery capacity should be enough to support operations of base station for talk time up to 8 hours without recharging

4	Part B Section 2.3.3.3 Pg 94	Equipment and network resources at SEOC:	(l) Plotter and Scanner	In this, DMD need a A0 size plotter and scanner, please validate if this is correct or else specify the required sizes	The requirement is correct. The equipment is required for printing / Scanning of large drawings
5	Part B Section 2.3.3.3 Pg 94	Equipment & Network resources at SEOC	Physical Map Display System	Please elaborate the requirement. Give description and specification of the system	The system is required to select and display large scale flexi maps of vulnerable districts for decision making during disaster response. <ul style="list-style-type: none"> • System should operate with remote control • It will have up to 20 rolled –up maps stored above false ceiling with a facility to select and unroll desired map. • It will also roll-up maps that are not in use.
6	Part B Section 2 : Technical Requirements, Page 94	2.3.3.3 Equipment and network resources at SEOC	f. Voice recording with time stamp to record all incoming and outgoing calls from / to public	Kindly Clarify for how long voices recording of calls are required.	It should be possible to access on line recording for up to 30 days. Subsequently recordings should be transferred to CDs. Recordings of voice calls should be available for up to one year for analysis.
7	Part B Section 2 : Technical Requirements, Pg 94	2.3.3.3 Equipment and network resources at SEOC	j. Universal interface for inter-connectivity between different communication links (Wireless radio, VoIP Phones etc.)	Kindly Clarify how many ports of universal interface are required.	Total ports required are 8 (eight) including:: <ul style="list-style-type: none"> • VHF radio : 2 ports • UHF Radio: 1 Port • HF radio: 1 port • VoIP: 2 Ports • LAN ports : 2 Ports
8	Part B Section 2 : Technical requirement, Page 94	2.3.3.3 Equipment and network resources at SEOC	k. Decision support system and software	Kindly Clarify what are the software required.	Decision support system will be part of Incident Management system. Specifications for the system are provided at Page no.102

9	Part B Section 2 :Brief Description of facilities and concept, Page 95	2.3.4 Systems and facilities at DEOC	<p>a. Tabletop video phone based Video Conferencing (VC) desktop based VC</p> <p>b. News gathering (TV news channels, public access telephone numbers etc.)</p> <p>c. Video display system for geographical maps / Weather maps / satellite imagery (such as maps obtained by remote sensing satellites)</p> <p>d. Terrestrial (land line and Cellular)Telephone and software for voice broadcasting</p> <p>e. Very High Frequency (VHF) radio base stations / hand sets</p> <p>f. Equipment for Satellite communication links such as VSATs, Satellite phones (when permitted by regulatory authorities) etc.</p> <p>g. Computers, LAN ,Scan /print / Fax composite machine</p> <p>h. Air-conditioning (at least for electronic equipment)</p> <p>i. Furniture for staff</p> <p>j. Physical map display system</p> <p>k. Emergency power back-up UPS and Diesel Generator set with adequate diesel storage</p>	There is some confusion in the BOM for the District and Divisional EOCs if we compare the item list provided under Section 4 (Deliverables) at Sl. No 10 (a) with the requirement mentioned at 2.3.4 Pgs 95-96. Kindly Clarify the detailed BOM and the specifications of items required.	<p>Few of the items are missing in the list of deliverables on page 129. Following may be added in that list:</p> <ul style="list-style-type: none"> • Table top video phone (1) • Terrestrial phone and cell phone (1 each) • VHF radio base station with back-up battery and charger and 5 wireless handsets (walkie-talkie) • Air-conditioner (1) • Furniture for operator's staff • Physical map display for a single map with motorized rolling facility (1) • Diesel generator set of adequate back-up (at least 3 KVA) (1)
10	Part B Section 2 : Technical Requirements, 2.4 Pg 96	The Disaster Information Management System	<p>The state control room will be operational round the clock and will coordinate with district EOCs / flood control rooms that function during disaster season (June and October in case of floods). Flood and rain monitoring system Flood Monitoring and Information System (FMIS) is operational for last few years. FMIS provides information on floods and to some extent helps in prediction of severity of floods. Alert and warning messages are sent to divisional and sub-divisional offices via telephone calls, fax messages or SMS.</p>	Please clarify what facts these system collects.	Data on flood water level and rain fall data is collected.
11	Pg 102	3.2	<p>Technical Specifications for Incident Management Application</p> <p>Operational Requirements for Incident Management System (IMS)</p> <p>Sr No 1.2 - GIS, Map Data, Collaboration Framework</p>	Does this means that Bidder will have to provide GIS application and software and Map Data. In this regard, please clarify if Map Data is available or not for GIS system with DMD.	Bidder will have to provide GIS software, Map data will be the responsibility of DMD.

				If Map Data is not available, then it will have to be created or sourced from various agencies.	No. It will be done by DMD.
12	pg 103		pt. 1.3 - RFP mentions that system should display the historical data as well.	Please clarify if DMD have all historical data to draw a trending and in which format that bidder has to do data entry of such type of historical data into GIS system?	Not available in electronic format at the moment. However it will be made available during the operational phase.
13	pg 103		pt 1.4	Please note that, web GIS access would be provided at fixed and mobile application on mobile devices. Please validate our understanding. Additionally what type of mobile device are planned to be used?	Mobile devices will include Smart phones and tablets.
14	pg 104		pt 1.14	Please clarify the maximum number of users for GIS application	Maximum number of simultaneous users will be up to 100.
15	Pg 69	1.1	Scope of work	We understand that design and development of GIS application (Database, Desktop and Web) would be required for DMD along with IMS. Or DMD already having any GIS system available? Please clarify.	No. But it will be available in due course.
16	Pg 10	1.2	Bihar State	Detailed GIS map would be required up to a village level along with other geographical features (transportation, forest, water, land used, Power lines etc. as per the requirement of the project) and various Zones (earthquake, flood, fire, high speed wind paths or any other).	Detailed GIS maps will be made available in due course.
17	Pg 132		pt b Resources to be provided by DMD are: pt e	Please provide details of existing GIS database, layer names and infrastructure available along with version and release	Details will be provided in due course.

18	Pg 136		Integration of GIS based static (legacy data) with dynamic information / data transmitted from disaster sites	Please provide the details of all legacy system available from integration point of view	At the moment GIS data is not available but will be provided in due course.
19	pg 104		pt 1.17	Current version of ArcGIS is 10.1 is the latest, & the development would be carried out in 10.1 release. (As Olders version support is not available from ESRI) Since ADF is a dated framework, It is proposed that the new development for web GIS application may be carried out using available web API Java Script, Silver Light and Flex APIs.	The specification will be corrected in corrigendum. Bidder can offer suitable system.
20	Section 2.3.2.1 (d) Pg 86	VSAT Network	The VSAT network will be a captive network of Bihar State. However it will operate on shared Hub (part of VSAT service provider's network) at a suitable place in India till necessary licenses and regulatory conditions are fulfilled and captive Hub is established at SEOC and it is operational.	We suggest the DMD apply for its VSAT License right away. The license should become available by the time the tender is awarded and the the equipment arrives at location. This way the interim mechanism of a shared hub can be done away with.	Application for licence will be submitted within next one month. Interim arrangement is proposed only to tide over situation in case approval from DoT is delayed for any reason.
21	Pg 111	BUC (4 Watts)	Frequency Range : 13.75 - 14.5 GHz	Request you to amend as 13.75 - 14.25 OR 14.0 to 14.5 GHz	The specification can't be modified as we have to consider satellite spectrum availability over next 5 years (in fact up to 10 years or till the lifetime of the equipment)
22	Pg 114	BUC (25 Watts)	Frequency Range : 13.75 - 14.5 GHz	Request you to amend as 13.75 - 14.25 OR 14.0 to 14.5 GHz	Same response as for item 21 above
23	Section 3; Sub-Section 3.4; Pt. 7; pg 115	Components and capability requirement for ERV	Minimum Ground Clearance : 350 mm	For 72 hrs of operations need separate fuel tank which can be built below the platform. Thus would like to know if 250mm ground clearance is acceptable.	Higher ground clearance is asked for ensure that vehicle can travel even over damaged roads (due to earthquake or floods). As such the original specifications will not be changed.

24	Section 3; Sub-Section 3.4; Pt. 14; pg 116	Power Supply	One 5KVA UPS and One 10KVA Diesel Generator Set	a) Can we have Qty two of 2.5 KVA UPS and Qty two of 5KVA Diesel Gen Set b) Can we have Petrol Gen Set	Suggested options are acceptable. However operator should ensure that: <ul style="list-style-type: none"> Necessary precautions are taken to balance loads. Generator (s) caters for high starting surge current for air-conditioning unit (s). Higher generator capacity was suggested for above reasons. Operator will be responsible to take care of these aspects.
25	Section 4: Deliverables; SI No 4(g) Pg 128	Audio/Video and multimedia management system at SEOC)	-Software based VC facility using work stations for control room staff (2 Nos) <ul style="list-style-type: none"> Large Video display systems in Operations (control) room and large screen display systems \geq 50 inches) in Conference room in SEOC for monitoring news channels, Videoconferencing, geospatial information and visual information related to Incident Management System Two large screen display systems along with cameras and videoconferencing systems should be provided. One will be for Conference room and a spare kept in control room Capacity to display of any video inputs from any source on any one of the display systems in operations and Conference room. Facility to display multiple video inputs on a single screen should be provided. For e.g.: TV news 	There is complete confusion as to the exact number and type of display systems required at the SEOC. Pls specify whether a Video wall is required in addition to the two large LED screens or not. Requesting you to pls give an exact count and description of type of display systems required in the Operations (Control) Room and Conference Room of the SEOC	Requirement is clearly specified: <ul style="list-style-type: none"> Software based VC (with webcam and desktop) for control room staff (2) Videoconferencing systems with cameras (one working and one back-up) (2) Common Large screens \geq 50 inches for display, VC etc. (2) One in Control room and other in Conference room Facility for multiple displays within single screen (TV, Map, VC etc.) by splitting the screen (in both screens) Video + audio signal amplifier splitters and switching system to facilitate wanted signal selection from multiple choices
26	Part B Section 4 (Deliverables) SI 4 (g) Pg 128	SEOC	g. Audio/ Video and multimedia management system	Please specify how many MCU for video and audio conferencing is required.	One MCU with facility for simultaneous VC with 4 sites as well as audio conference with 4 sites

27	SECTION 4 : Deliverables, Pg 129	SI No 10 (a) of table : Equipment and System at each DEOC	UPS for 1 hour Back-up for all equipment provided by operator	Does this mean that DG sets are not required to be supplied at the DEOCs? On Pg 96, Section 2.3.4 (k) Systems & facilities at DEOC states : Emergency power back-up UPS and Diesel Generator set with adequate diesel storage. Pls clarify.	DG sets are required. Please refer to response to query no. 9 above
28	Section 4; pg 130 & 131; Pt. 13 (a), (b), (c), (d), (e);	Manpower	Pt. 13 (a), (b), (c), (d), (e);	It is requested that this deliverable be removed. NDMA must develop force as has been done by FEMA (Federal Emergency Management Agency) in USA to meet disasters nationwide. It needs a disciplined and well trained force.	Main responsibilities for Disaster Management are on DMD and district magistrate staff as well Disaster Response Forces (DRF) and not on operator's staff The man power to be supplied by the operator is for: <ul style="list-style-type: none"> • operation and maintenance of communications equipment and audio video systems and provide support to SEOC government staff • Drive ERV • Technical staff to operate communications equipment of ERV as well as portable communications systems • Call centre operations at SEOC • Technical support for Government DEOC personnel • Train DMD staff in operation of IMS and IMSP applications

29	Part B Section: 4 Deliverables Pg 132	Facility Management	The operator has to take care of expenses towards: consumables, generator fuel /lubricant, electricity consumed for equipment and. Air-conditioning	Since the power situation in Bihar (except in the capital city) is very bad it is difficult to predict the exact duration of time the DG sets might have to be operated daily at the different sites especially in the district and divisional locations. If the systems have to be always on during office hours in the DEOCs, the DG set might have to run for 6-8 hours every day. This we are saying from our experience as the BOOT operator for BSWAN. Diesel prices being highly volatile the entire project might become unviable for the Operator. We would suggest that all consumables should be kept out of the costing and should be paid for at actual. For your information we would like to cite the example of a recent Tamil Nadu government RFP, where this approach has been taken.	This issue has been discussed in details and it is decided that operator will be responsible for all expenses. Bidder has taken into considerations ground realities in the state to arrive at likely expenses, No change will be made in existing RFP conditions in this respect.
30	General			Pls confirm if any data digitization and migration will be required to be carried out. If yes, pls indicate the volume and type of records.	Digitization of data will be responsibility of DMD. The migration will be minor work.

31	SLA Section 2.2.5 Pg 161	Project Performance Guarantee	The Operator shall, for securing the performance of its obligations hereunder during the Implementation phase as well as Operation and Maintenance Phase, provide to DMD, no later than 15 (fifteen) days from the date of LOA, an irrevocable and unconditional guarantee from a Nationalised/Scheduled Bank, in favour of DMD, for a sum equivalent to 4 (four) times of the QGR, i.e. Rs. **** Crore (Rupees **** Crore) in the form that will be supplied by DMD along with LOA (,the Project Performance Guarantee'). Until such time the Project Performance Guarantee is provided by the Operator pursuant hereto and the same comes into effect, the agreement between DMD and Operator doesn't come into force. The Project performance guarantee shall remain in force till implementation and phase and BOOT period of 5 (five) years is Over.	Can there be a single Bank Guarantee for both the Implementation and Operation Phase?	No. Separate BG is required.
32	SLA Section 7.2 Pg 187	Operation & Maintenance Phase	The payment of 50% of QGR shall be made within 15 days of quarter ending subject to the condition that an invoice is raised by the Operator within 2 days of quarter ending. Any payment over & above 50% of QGR to which the Operator is entitled shall be paid after the penalty is calculated by the designated Official / agency (,Third Party Agency'). The remaining payment out of QGR (after deducting the penalties) shall be made within 15 days from the date of response by the Operator to the notice issued by DMD as mentioned hereinafter, provided the Operator immediately responds to the notice issued by DMD.	On Pg 139 (part B Sec 6.1 relating to Terms of Payment) it is mentioned that the operator shall be paid at least 70 % of the QGR for every quarter during the term of the Agreement whereas in the SLA Agreement it is 50 % of QGR. Pls clarify.	These two statements relate to different clauses. <ul style="list-style-type: none"> • Minimum 70 % payment relates to penalty clause and it is to convey that 70% of QGR payment will be guaranteed even in case up- time falls below 95% • 50% payment relates to settlement of invoice. Initial 50% of invoice payment will be made even if up-time report is not received from TPA and penalty has not been calculated. Remaining payment will be made after deduction of penalty. The clause is to ensure that operator gets at least 50% payment immediately.

33	Part B Section 6.1Pg 139	Terms of Payment		We would like the government to pay the Capex charges of the project at the completion of the Implementation Phase and only the O & M cost be paid as QGRs over 5 years.	The request is not accepted and RFP conditions remain.
			Legal & Contractual Queries		
1	Page 145	Name of the Agreement		Request that the Service Level Agreement be re-named as the Services Agreement (as referred to in the RFP) or as the Master Services Agreement as it delineates terms and conditions applicable to the services provided by the Operator and does not just stipulate the service levels.	Suggestion is accepted. The agreement will be called "Service Agreement"
2	Section 2.2.5 (ii) and (iii) and Page 161-162	Encashment of Bank Guarantees		Request deletion of these clauses as these clause place the Operator in a very inequitable position. Request that in both clauses 2.2.5(ii) and (iii) Termination of the contract (after providing the Operator with a reasonable cure period of 30 days) be the DMD's sole remedy (apart from remedies available at law).	These conditions are included after due considerations and the request for deletion is not agreed to.

3	Section 2.6 and Page 165	Acceptance Testing and Certification		<p>All acceptance testing and final certification (as applicable) costs if any to be borne by the DMD even if conducted by the OPERATOR at the DMD' request.</p> <p>Request that all acceptance testing, commissioning and final certification (as applicable) be conducted only against the mutually agreed specifications and parameters.</p> <p>Request insertion of a standard deemed acceptance clause which has not been included herein.</p> <p>Items reported as defects that are not deviations from the immediate previously accepted baseline will be reported again as a fresh Change Request under the established Change Management/Change Control Procedure. Items reported through the Change Management/Control Procedure will be dealt with separately.</p>	<p>DMD will not be responsible for any payments other than QGR as such request is not accepted.</p> <p>The acceptance test procedures and conditions will be based on equipment / system specifications offered by the operator and standard test procedures followed for similar systems in other government projects. Indicative tests are included in RFP.</p> <p>Suitable clause for deemed acceptance is already included in the RFP (Clause 2.6 (e) page 167)</p> <p>This request is not acceptable as any items that are reported as defective have to be either replaced with new items or repaired to satisfy specifications. Items reported as defective can't be offered as fresh change request.</p>
4	Sections 3.2-3.3 and Page 169	Services		<p>Request insertion of standard exceptions to the calculation of uptime.</p>	<p>Applicable exceptions will be only those that are covered under Force Majeure clause (Clause 6.4 page 181).</p> <p><i>Please note that the infrastructure being set-up is expected to operate even during natural calamities when normal system fail and are expected to be designed with sufficient redundancies to ensure near 100% up time.</i></p>

				Further, request that the cumulative value of the penalties imposed on the OPERATOR under the SLA as well as under the contract does not exceed 1% of the contract value.	High penalties are to be imposed to ensure really high reliability. System design indicates multiple (up to 4 layers) redundancies to ensure high up time. The infrastructure is for use during disasters, hence the reliability requirements. Please note that SLA is specified only for those systems which are under operator's control and SLA values are well within acceptable up time standards. As such the request is not accepted
5Pg 170;	Security & Safety	<p>a) The Operator shall comply with the directions issued from time to time by DMD and the standards related to the security and safety as stated in the Project Documents insofar as it applies to the provision of Services</p> <p>b) The Operator shall also comply with EOCI Project's information technology security and</p>	It is requested that the activities in points (a) & (b) be taken under "Change Management" in case there is any financial implications.	These requirements are related to security of services hence request for change is not accepted. Any financial implications are part of risk the bidder has to take.	

<p>6 Section 4 and Page 171</p>	<p>Terms of Payment, Invoicing and Taxes</p>		<p><u>Request the following inclusions in clause 4.2 to be included:- All invoices and bills will be raised by the Operator as per the payment terms and will become due for payment within thirty (30) days of presentation.</u></p> <p><u>The Operator to have the right to levy an interest at the rate of 1.5 percent per month for all payments due for more than thirty (30) days on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest.</u></p> <p><u>OPERATOR to also have the right to withhold provision of Services in case of non-payment of invoices within 30 days of receipt of invoice and any such withholding by the OPERATOR shall not be treated as breach.</u></p> <p><u>Request the following modifications in clause 4.3:- All fees payable to OPERATOR to be exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, the DMD shall be responsible to pay or reimburse the OPERATOR the amount of such taxes. Each party shall be responsible for its own income taxes, corporate taxes and franchise taxes. Any increase or decrease in the rate of any applicable taxes, duties or levies shall be to DMD' account.</u></p>	<p>The suggested clause regarding payment within 30 days from the date of presentation is accepted. However it will be subjected to satisfactory service provided during the quarter for which invoice is raised. Payment will be made after deduction of applicable penalty.</p> <p>Suggestion is not accepted</p> <p>Suggestion is not accepted. Bidder should remember that services being offered for disaster management and should not be denied except under Force Majeure clauses</p> <p>The RFP has already mentioned that QGR should include all applicable taxes as on date of submission. Corrections will be made in case there are any statutory changes changes in tax rates. Which will be to DMD's account (Clause 2.13.4 (b) page 28)</p>
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	7 Section 5 and Page 172	Intellectual Property Rights		<p>Request modifications in clause 5.1 to ensure that the DMD shall have no right to sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey in favour of any person (either for commercial consideration or not (including by way of transmission)), and/or reverse compile or in any other way arrive at or attempt to arrive at the source code of any pre-existing intellectual property rights over which the OPERATOR has accorded the DMD a right to use as per the terms mentioned herein.</p> <p>Request a specific clause protecting the Operator's pre-existing intellectual property rights.</p> <p>Further any third party IPR used herein shall be subject to the terms of the End User License Agreement signed in that respect.</p> <p>As regards the third party intellectual property rights infringement indemnity being provided by the Operator herein request the following changes: -</p> <p>Request deletion of all other indemnity provisions in the RFP document as this is the only indemnity being provided by the Operator. Request insertion of all standard exceptions, disclaimers and conditions to Operator's provision of third party intellectual property rights infringement indemnity. All exceptions, conditions and disclaimers have not been provided herein.</p>	<p>Necessary conditions are already included in the contract and any modification will not be made.</p>
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8	Section 6 and Page 178	Warranties		<p><u>Request the following modifications: -</u> <u>Request insertion of all standard warranty exclusions and disclaimers some of which have not been included.</u></p> <p><u>Please note that all third party software will be subject to warranty provisions stipulated by the relevant 3rd party vendor(s) in the relevant End User License Agreements signed in that respect.</u></p> <p><u>Please modify clause 6.1 to stipulate expressly that the scope of the warranty shall be limited only to correction of any bug that were left undetected during acceptance testing by the DMD. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against the mutually agreed specifications.</u></p> <p><u>Request deletion of clause 6.2 as the only indemnity being provided by the Operator herein is third party intellectual property infringement indemnity.</u></p>	<p>The operator is expected to ensure that offered systems and software meet the reliability requirements. DMD will not be responsible or not interested in limitations imposed by 3rd party suppliers on software or IPR. DMD will ensure that there is no misuse of software or infringement of IPRs.</p> <p>As such requested changes are not accepted</p>
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9	Section 6.3 and Page 180	Limitation of Liability		<p><u>Request modifications as under:-</u></p> <p><u>Request that clause 6.3 be culled out as a separate clause in the contracts so that it becomes applicable to the entire contract.</u></p> <p><u>Request in insertion of a standard excuse clause stipulating that the OPERATOR shall not be liable for delays arising due to reasons not solely attributable to the OPERATOR.</u></p> <p><u>Request that clause 6.3 be reworded slightly to ensure that the cumulative liability of the OPERATOR under the contract not exceed the total amount paid to the OPERATOR by DMD under that applicable Statement of Work that gives rise to such liability (in the preceding 12 months)</u></p> <p><u>In clause 6.3 request that the only exceptions to such limitation of liability be damages arising from (a) willful misconduct (b) indemnification against third party claims for infringement of IP Rights.</u></p>	<p>Clause no. 2.2.3 on page 161 addresses concern of bidder. As such no more changes are necessary in the RFP.</p> <p>Same comments as above</p> <p>Operator's liability has been fixed at 10 QGRs to ensure that no one easily walks off or dares to breach the contract on flimsy grounds. Please note that this project relates to disaster situations and lives of large number of people may be affected in case of failure of systems. As such no modification in clause is accepted.</p> <p>Same comments as above</p>
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10	Section 6.4 and Page 181	Force Majeure		<p>Request introduction of a termination right for either party - in case a Force Majeure Event lasts for a continues period of 30 days either party to have the right to terminate. The OPERATOR to have the right to receive payments pertaining for all services delivered/performed under the MSA irrespective of the occurrence of a force majeure event.</p>	<p>The Operator will not be in a position to terminate the contract unless agreed to by DMD even in case Force Majeure events last more than 30 days. The operator can claim the payment for services during the period of Force Majeure. The termination by the operator without consent of DMD will be treated as breach of contract and will be treated accordingly.</p>
11	SLA Section 6.4.2 Pg 182	Force Majeure during Operation & Maintenance Phase	<p>It is important to note that the EOCI Project is designed to establish and facilitate communication linkages between SEOC, remote EOCs and ERV / portable VSATs at remote affected location(s) during Force Majeure situations. The Operator shall make all efforts to maintain SEOC facilities up and running and establish communication linkages as per the directions receive from SEOC or its designated official in charge. DMD shall deal with service outages during Force Majeure conditions very seriously and strictly. In case the default is due to extreme geographical conditions preventing physical access to damages inflicted area of the EOCI Project, DMD may review such incidents on</p>	<p>While all efforts will be made to ensure availability of man power and uptime of equipment, force majeure situations can occur during certain disaster scenarios and exceptions to adherence of SLAs should be granted in such cases. In case of total disruption in road and rail communication the government should arrange alternate mode of transport. Also in case the equipment gets destroyed or stolen, the SLAs should not apply. In case of a committee to review such force majeure cases during Operation Phase, it should consist of: one member from the government, an independent expert and a nominee from the operator's side.</p>	<p>DMD will definitely arrange alternate mode of transport in case road communication is damaged. Portable VSATs are expected to take care of such situations. However no change is SLA will be made for this purpose. DMD will consider all reasonable requests for waivers of SLA clauses. However Operator's staff is expected to take due precautions to handle the equipment carefully. The Third Party Agency will be an independent expert group to handle such situations and will advice DMD in such cases. Operator will have chance to represent the case but nominee of the operator will not be in the committee.</p>

12	Section 18 and Page 36	Audit		<p>DMD to provide the Operator with a reasonable prior written notice prior to any scheduled audit.</p> <p>Items reported as defects that are not deviations from the immediate previously accepted baseline will be reported again as a fresh Change Request under the established Change Control/Management Procedure. Items reported through the Change Control/Management Procedure will be dealt with separately.</p> <p>The Auditor appointed shall not be a competitor of the OPERATOR and shall agree to adhere to any security /confidentiality policies stipulated by the OPERATOR in this regard.</p> <p>The schedules stipulating the details have not been included in the RFP.</p>	<p>Yes.</p> <p>This point is already discussed at sr. no.3 in Legal and contractual queries above</p> <p>Accepted. Due care will be taken to address this apprehension.</p>
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13	Section 7 and Page 186	Termination		<p><u>Request Modifications as under: -</u></p> <p><u>Request insertion of provisions which enable the OPERATOR to also have the right to terminate the contract for any material breach by DMD and for convenience.</u></p> <p><u>Request deletion of the provision which permits the DMD to forfeit the performance bank guarantee in cases of termination for default as this would amount to a double penalty on the OPERATOR.</u></p> <p><u>The OPERATOR to have the right to receive payments for all services performed under the Contract till the effective Date of termination (irrespective of the grounds of termination).</u></p> <p><u>The schedule stipulating the LD detail setc have not been included in the RFP. We however request that: - The Liquidated damages be payable only if the underlying delay/default is solely attributable to the Operator and not attributable directly or indirectly to any Force Majeure Event.</u></p> <p><u>Request that LD be charged at 0.5% of the total value of the uncompleted/undelivered portion of the work per week, subject to a maximum of 5% of the total fees payable for the uncompleted/undelivered portion of the work.</u></p> <p><u>Request that the Operator's liability to pay LD under the contract be limited to 5% of the total fees payable for the uncompleted/undelivered portion of the work.</u></p> <p style="text-align: center;">-</p>	<p>The operator can terminate the contract only with permission of DMD for any reason whatsoever and clauses regarding termination will apply.</p> <p>In any case total penalty will not exceed 10 QGRs and in case of forfeiture of performance guarantee operator will be liable for additional penalty equal to 6 QGRs</p> <p>The operator will receive the payment only after payment of applicable penalty and in case the penalty exceeds Bank Guarantee DMD has the right to recover remaining amount from payment dues to operator.</p> <p>The LD will be charged only in case the delay is attributable to operator and not in those cases where delay is caused due to Force Majeure.</p> <p>There is no specific LD component in the RFP. The operator will forfeit the BG of appropriate phase in case of delay in implementation of the contracted obligations as specified there in</p> <p>As already explained above the LD will be equal to BG for implementation / Operation phase as applicable..</p>
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14	Pg 182	6.4.1 Implement ation Phase	If the Operator does not complete the Implementation Phase in accordance with the revised timelines, DMD shall have the option to invoke the Implementation Phase Performance Guarantee and/or terminate this Agreement	<u>It is requested that a committee be formed having representations from both the groups and a neutral party for taking decision on invoking the performance guarantee and/or terminating the agreement</u>	Due process will be followed and opportunity will be given to the operator represent his case as well all facts will be considered before deciding on forfeiture of BG or termination of contract.
15	pg 182	6.4.2 Operations and Maintenance Phase	In case of non fixation of mutually agreeable date attributable to any of the parties, the Evaluation Committee shall decide the date. In case the default continues further, DMD shall have the option to invoke the Project Performance	It is requested that the evaluation committee should have representations from both the groups and a neutral party for taking decision on invoking the performance guarantee and/or terminating the	The operator will be given an opportunity to present the case but the request for inclusion in the evaluation committee will not be feasible. However independent expert(s) will be included in the committee.
16	Section 17 and Page 35	Confidentiality		Request that the confidentiality provisions (applicable to both parties) survive the termination or expiry of the contract for a period of 2 Years thereafter. Request deletion of the provision which entitles the DMD to levy penalties/damages for breach of confidentiality. Either party to have the right to seek an injunction or other equitable orders and to have the right to exercise all other remedies available at law.	DMD will not receive any confidential information from the operator; hence there is no reason to make the clause applicable to DMD. The operator has the freedom to explore legal provisions in case of breach on part of DMD.

17	Section 10 and Page 196	Disputes and Arbitration		<p>As regards the informal dispute resolution process as described in the un-included schedule clause – we request that “discussions between the parties involving senior management representatives of both parties” be included so that the informal disputes resolution process is fair, economical and simple.</p> <p>Request that the venue for arbitration be decided by both parties acting mutually.</p>	<p>The relevant schedule is included in the corrigendum</p> <p>Arbitration will according laws applicable in the state of Bihar and it will be held at Patna, Bihar State</p>
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18		<p>Insertion of New Clauses in the Tender Document</p>	<p>There are no specific clauses on the following items in the Tender document. <u>Request that specific clauses with respect to the following be included in the Tender document</u> can become part of the Contract (to be signed in relation to the current Project) in future: -</p> <p>(1) DMD's Indemnity: specific clause delineating the scope of third party intellectual property rights infringement indemnity and general indemnity for loss to person and/or property being provided by the DMD to the OPERATOR needs to be included in the tender document.</p> <p>(2) Clause referencing applicability of the Tata Code of Conduct</p> <p>(3) Two-way Non-solicitation clause</p> <p>(3) Non-exclusivity the Operator</p> <p>(4) Clause on the Change Management Procedure</p>	<p>Most of these issues have been addressed in the RFP. Causes for change of control are under preparations and will be discussed with winning bidder and included in the agreement.</p>
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S. No.	RFP Document Page No	Clause No	Clause in EOI	Bidder's Submission	DMD Response
1	3	3	Bidder / all partners of consortium should also be in profit for the last financial year	We request for removing the requirement of profitability of the bidder from the eligibility criteria. Since this is BOOT model project and hence Positive Net worth criteria should be sufficient to judge the actual financial health of bidders.	Request is denied. The criteria can't be changed as it was introduced to estimate possible health / longevity of the bidder.
2	4	Pre-qualification criteria bullet point 2	The bidder must have established and managed at least Two highly reliable ICT infrastructure/ Wide Area Network service delivery projects (including but not limited to System Integration) with a minimum value of Fifty Crore that were successfully completed during the last five years	We request to modify this clause as below: "The bidder must have established and managed at least Two highly reliable ICT infrastructure/ Wide Area Network service delivery projects with a minimum value of Twenty Crore that were successfully completed during the last five years"	Request is denied. This criterion was introduced to gauge capability of bidder to manage MPLS-VPN and VSAT network.

3		Payment	Payment in QGR mode	<p>The payment for MPLS-VPN or bandwidth may not be a part of QGR as for bidders who are not ISP themselves would not be able to bill the bandwidth costs directly to you. As per TRAI regulations bandwidth cannot be re-sold, hence you may have to enter into a tripartite contract with SI, ISP and department and the billing and payment of bandwidth component would be required to be done between department and ISP directly.</p>	<p>Suggestion is partially accepted. It is proposed to enter into a tripartite agreement between DMD, Operator and service provider for this service and payment will be routed through the operator. As such charges for the network can be included in QGR</p>
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Sr. #	Page #	Clause #	Description of Terms / Headings	Existing Clause	Queries	RESPONSE FROM DMD
1	85	3	MPLS Virtual Private Network (VPN) in case BSWAN is not available	Data connectivity rate: Between district and state EOCs @ 2.0 Mbps and 64 Kbps with ESF departments	How many locations of DEOC and ESF we need to provide 2 Mbps and 64 Kbps MPLS port respectively wherein BSWAN is not available?	The requirement is now modified to provide 2.0 Mbps only at DEOCs and Commissioner offices (total 47). A corrigendum is being issued to remove reference to BSWAN availability as well as ESF departments.
2	70		State Data Centre (SDC) shall be integrated with SEOC through OFC Ethernet.	State Data Centre (SDC) shall be integrated with SEOC through OFC Ethernet.	is this connectivity under the bidder's scope? If yes what is the bandwidth required? How many no of links are required? And what is the handoff required?	The SDRN and IMPS servers will be located at SDC. Interconnectivity between SEOC and SDC is within bidder's scope of work. The bandwidth requirements is to be worked out by the bidder which will be based on interface with Incident Management System (IMS) to be provided by the bidder
3	11	1.3.1	Proposed Emergency Operation Center Infrastructure (EOCI)	Both EOCs will be interconnected with Optical Fibre Cable (OFC) of required capacity to ensure that Incident Management Systems (IMS) are in step.	is this connectivity under the bidder's scope? If yes what is the bandwidth required? How many no of links are required? And what is the handoff required?	Yes. The OFC based interconnectivity is in the scope of bidder's responsibilities. BW requirement is to be worked out by the bidder to ensure that back-up SEOC is in step with main SEOC and will smoothly take over operations in case of failure of main SEOC

4	71	1.1	General Requirements	Bihar State Wide Area Network (an e-Governance infrastructure) should be linked to/ Integrated with EOCl through OFC Ethernet	is this connectivity under the bidder's scope? If yes what is the bandwidth required? How many no of links are required? And what is the handoff required? What is the distance between BSWAN infrastructure and EOCl	a. Yes. b. The SEOC should be interconnected with Central node of BSWAN so that MPLS VPN, Internet broadband and VSAT networks provided by the operator work as redundant networks (back-up to each other). c. Number of links is to be decided by the operator to ensure reliability of the connectivity ($\geq 99.5\%$). BSWAN has IP interface. Operator has to design his network to match this. d. Distance between BSWAN central node and SEOC may be found out by actual site visit.
5	129	10.A	Equipment and systems at each DEOC location	MPLS-VPN node of 2.0 Mbps capacity	is this connectivity under the bidder's scope for all the 38 DEOC's? Can this be leased from service providers? Also do we have to provide 2Mbps at divisional offices??	a. Yes. b. Yes this can be leased from service provider. C. Yes
6	129 & 85	10.A	Equipment and systems at each DEOC location	Broadband Internet on shared Internet connectivity @ 1.0 Mbps (on DSL or ADSL)	page 129 says at DEOC we have to provide broadband internet of 1 Mbps and page 85 says 512 Kbps? Please clarify?	Broadband Internet is to be provided at 512 Kbps. Necessary correction is being issued to remove the anomaly.
7			general	general	Is broadband required at 9 divisional offices also? If yes what is the bandwidth required?	a. Yes. b. Same data rate as that of DEOC

8	127	4.a	Communication system	Public Telephone links (30 land Lines) and cell phone links (5)	Please elaborate? Do we need to provide cell phone handsets?	a. E1 connectivity is needed to provide PSTN connectivity for call centre as well as DMD / ESF officers operating from SEOC during disaster situations b. Cell phones will provide necessary back-up as well as alternative connectivity to SEOC including call centre operators c. Cell phone handsets, sim cards as well as monthly operating charges are to be provided by the operator
9	130	11.a	Equipment and systems at each ERV	Universal communication interface (using soft clients and VoIP switching matrix) to bridge VHF networks of: Police, Fire brigade, National Disaster Rescue Force (NDRF) and Revenue department operating in 136 to 174 MHz frequency band. Provision is to be made for 2 (two) R F channels per network and 2 VoIP channels on MPLS-VPN and VSAT (total 12 ports)	Please elaborate. Provision is to be made for 2 (two) R F channels per network and 2 VoIP channels on MPLS-VPN and VSAT	Facility for 12 ports with minimum population of 8 (eight) ports including:: <ul style="list-style-type: none"> • VHF radio : 2 ports • UHF Radio: 1 Port • HF radio: 1 port • VoIP: 2 Ports • LAN : 2 Ports
10	11	1.3.1	Proposed Emergency Operation Center Infrastructure (EOCI)	As per our understanding the Scope of work requires 2 EOCs at state level, One EOC at each of the district HQ , 10 self contained vehicle mounted and 7 portable terminals	But as per Page no. 21 "VSAT network will be part of the total project to set-up ECN and EOCs at State (2), Divisions (9), Districts (38), MEOC (10) and portable (7)" extra 9 terminals are mentioned, request you to confirm the site count for the said project.	Total requirements are: a. SEOC (2) b. DEOC (37) c. EOC at Commissioner offices (9) d. ERV (7) e. Portable terminals (7)

11	11	1.3.1	Proposed Emergency Operation Center Infrastructure (EOCI)	2nd EOC at state level will be located at the Police Headquarters in Patna	2nd EOC at state level will be located at the Police Headquarters in Patna after the building under construction is ready for occupation, Request your clarity on the delivery of hardware on the this second site. Will it be done after the construction of the EOC in Patna.	The operator will deliver and install the equipment at back-up SEOC site only when the site is ready. RFP clearly asks for QGR for Second EOC- This clearly indicates that neither the operator has to supply equipment for second SEOC nor DMD will pay for operator's services till second SEOC site is ready.
12	127	4.a	SEOC	Second EOC...	In case dedicated hub is chosen, then for the second EOC which will be constructed later on, Will there be a second hub which will be operational after 2 years	No. Second hub is not envisaged at the moment. Back-up EOC will have a remote Network Monitoring System (NMS) that can take over in case of fault at primary site.
13	105	3.3.1	3.3.1 General Specifications	As per specs mentioned, VSAT Network required should be DVB S with Ku band ,	But during floods due to heavy rains, this option might not work because of rain attenuation. This may please be changed to DVB-S2. In case of rain at shared hub which may be out of Bihar, the system will not work. Also, DVB-S2 will be a cheaper option because of lower MHz bandwidth requirement and better performance.	It may be noted that specifications in the RFP or either minimum or indicative As such DVB-S standard is a minimum spec. The technological option (whether to provide DVB-S or DVB-S2) is left to the bidder. DVB-S2 with Uplink power control and Adaptive Coding will definitely improve reliability and reduce cost of satellite spectrum. The bidder may note that there will be a penalty for less than 99.5% up time for VSAT network

14				general	We propose to start the network on shared hub and later on migrate the same to the dedicated hub, so that it will come under Government control for their own use. Also, for Bandwidth allocation by ISRO. Government departments will get the preference over VSAT service providers.	DMD will submit application to DoT for VSAT license as early as possible and every effort will be made that VSAT license is procured before finalizing of the contract. Option of shared hub operation will be resorted only in case grant of VSAT license is delayed beyond reasonable time limits. DoT rules as of date prohibit DMD from operating ERVs and portable VSATs on shared hub network as such shared hub operation will be preferred when no alternative is available.
15	106	2.4	Remote terminals	Antennas mounted on ERVs and for portable VSATs should have an integrated auto-locate controller to acquire and track the satellite with manual override & should also include mechanical drives for operation in case of electrical drive failure	As per rfp, Antenna with manual tracking of satellite equipment will be required, We suggest you to consider the auto tracking antenna as a single option for faster commissioning. In case of a disaster, this will help in bringing communication up in shortest time without much manual intervention and can be used without any training at remote disaster site.	Manual tracking option will be only for portable VSAT terminals. Manual tracking is preferred because of its robustness and likelihood of minimum faults in the field. These VSATs are to be set-up by operator's technical team and DMD will allow up to 4 hours for tracking the satellite and start of services.
16				general	Specifications for Portable VSAT in terms of size, weight, stow height, deployment time etc to be provided for uniformity among the products offered by various bidders	Specifications for portable VSATs are included in section 3 on page 113.

17			general	Portable and Vehicle mounted VSATs	Portable and Vehicle mounted VSATs are not allowed to be used on shared hub by DoT as on date. Please suggest who will be responsible for getting licenses, approvals from Department of Telecommunication for the operation of these equipment on service providers shared hub	DMD will submit application to DoT for VSAT license as early as possible and every effort will be made that VSAT license is procured before finalizing of the contract. Option of shared hub operation will be resorted only in case grant of VSAT license is delayed beyond reasonable limits.
18	135		No Cost No Commitment (NCNC) Demonstration	The technical evaluation will be carried out at No Cost (to DMD) and No Commitment ("NCNC") for placement of orders even in case of successful demonstration of capabilities of offered systems. Commercial Bids of those Bidders who don't participate in NCNC demo or those Bidders that are unable to successfully demonstrate capabilities as specified in their Bids will not be considered for further evaluation	request to provide the POC test plan, how many locations, how much CIR bandwidth etc & Scope of work	Section -5, page (133), describes acceptance test plan in brief. Detailed Test plan will be worked out by Third Party Audit (TPA) experts in consultation with successful bidder.
19				general	The VSAT network will be a captive network of Bihar State. However it will operate on shared Hub (part of VSAT service provider's network) at a suitable place in India till necessary licenses and regulatory conditions are fulfilled and captive Hub is established at SEOC and it is operational. Please confirm as who will be paying for the bandwidth & how would commercials be agreed?	DMD, GoB will pay for the satellite spectrum by signing agreement with Department of Space (ISRO) directly, as GoB will have captive VSAT service license.

20				general	FIXED VSAT Locations have BSWAN network as primary, Please let us know the link quantity and capacity. Also VC is software based currently and voice is running via ATA, ... please suggest how many simultaneous sessions will work at any point of time in the network?	SWAN bandwidth is outside scope of the operator. Networks provided by operators will act as back-up and load sharing with BSWAN. RFP specifies bandwidth requirements for each network. Customer will not get connectivity in case load exceeds network capacity as such operator need not bother about simultaneous sessions etc.
21				general	What will be the mode of connectivity from disaster site to SWAN PoP ?	There will be no local connectivity. ERV or Portable VSAT will be connected to SWAN only through VSAT Hub and interconnection with SWAN central node.
22				general	There will be different types of voice devices. Where will the universal voice gateway be installed ?	Universal voice gateways will be installed only in SEOC and each ERV.
23				general	Flow of video feeds from field to ERV to SWAN to SEOC? Is it correct!	The video feeds from disaster sites will be collected using digital cameras by DMD / ESF officials or first responders. The camera images / video feeds will be directly fed through IP interface of VSAT to VSAT Hub and SEOC. These feeds / images will e transferred to SWAN via interconnection between SWAN and networks set-up by the operator.

24				general	In diagram of page 87, a router is shown along with VSAT? Why is it required? Does the portable VSAT not have routing capabilities?	The router is essential to extend network access to voice, data or video conferencing
25				general	Any specific bandwidth spectrum required for these technical features?	Satellite spectrum will be in the range of quarter (1/4) transponder which will be directly leased from ISRO by DMD
26				general	QOS has to be implemented in SWAN for these data (data, voice, video streaming, etc). Any specific parameters required for this? Will we be allowed to do this or incumbent SWAN vendor will do.	The Operator is not responsible for QoS on SWAN as it is managed by an incumbent SWAN vendor
27				general	How will IP vs. non IP integration happen at field & central level.	All equipment except wireless radio sets have IP interface. Wireless radios will be converted to IP using Universal communications interface at SEOC and ERVs. As far as other EOCs are concerned there will be no interconnectivity between wireless radio sets and IP network.
28	29	2.3.3.3	Equipment and Network resources at SEOE	SEOC will be equipped with suitable systems	What is nos. of port at each SEOC and what is the connectivity in LAN cabling is required 1G?	Number of network ports depend upon system design-however RFP has indicated number of networks and equipment to be supplied by the Operator.

29	30	2.3.4	System and Facilities at DEOC	Layout plan and photograph of typical DEOC	DEOC layout remain same for all District and nos. of lan connectivity at each DEOC	Yes. Bidder may calculate requirement of LAN ports based equipment to be delivered and networks to be interconnected
30	31	2.4.1	Call centers for access to public and issuing alert messages to government officials		What are the nos. of call centres and how many executives in each call centres to be planed where this call centres will be located	Main call centre will be at primary SEOC and back-up call centre will be at redundant SEOC.
31	11	1.3.1		2 (two) EOCs at the state level for redundant operations, one of which will be at the Disaster Management Department in Old Secretariat premises at Patna and the other will be located at the Police Headquarters in Patna after the building under construction is ready for occupation. The VSAT network hub will be set-up at Primary State EOC at Old secretariat. Both EOCs will be interconnected with Optical Fibre Cable (OFC) of required capacity to ensure that Incident Management Systems (IMS) are in step. Back-up EOC will have a VSAT providing a dedicated carrier <i>to provide back-up for OFC cable.</i> Fiber between two SEOC	what is the distance between two SEOC in Patna	Information may be collected by the bidder from local GoB authorities at Patna
32			SEOC		How many ports required per SEOC	Already answered above
33			DEOC		How many ports required per DEOC	Already answered above

34	98	2.3.4	System and Facilities at DEOC	Figure 2.10 Layout plan of typical DEOV	Will all DEOC will have same plan as shown in Figure 2.10 with ground floor as office?	Few may be on the first floor. However floor plan will remain more or less same
35	72		EOCI operator to obtain all the permissions for laying of the cable	<p>The Operator shall obtain all necessary approvals/ clearances from concerned authorities / departments, as applicable, including DoT/ TEC/ TRAI/ BSNL for network installation and operations.</p> <ul style="list-style-type: none"> · From Wireless Planning Commission (WPC) wing and Standing Advisory Committee for Frequency Allocation (SACFA), as required, for use of Radio/ Microwave/ Wireless links and/or any related equipment. · From local authorities (like Municipalities, PWD, HPSEB etc.), as required, including laying their own cables, mast erection, etc. 	We request any permission related to approval from government authorities need to be provided by the customer as Demand note for all this will be on the name of customer, so as to execute the project on right time, Frequency allotment from WPC can only be requested by customer we can do the liasoning part.	<p>a. DMD will take care of VSAT license from DoT and VHF radio frequency clearance from WPC</p> <p>b. DMD will also will sign tripartite agreement for MPLS VPN services, however the bidder / Operator has to negotiate with service provider for MPLS VPN and Internet broadband links</p> <p>c. DMD will extend support to get right of the way clearances for laying OFC links in Patna</p> <p>d. Operator will be responsible to get RTO clearance for ERV</p>
36	71			Bihar State Wide Area Network (an e-Governance infrastructure) should be linked to/ Integrated with EOCl through OFC Ethernet.	We require all SWAN sites location detailing along with distance of each SWAN site to the EOC's sites to connect on Fiber. What are the services to be integrated with BSWAN and what are all equipment BSWAN will provide to integrate the services.	<p>a. Exact distances may be obtained from concerned government authorities and city maps</p> <p>b. Services to be provided are Voice , data and videoconferencing between various government offices connected via BSWAN, VSAT, MPLS VPN and Internet broadband</p> <p>c. Operator will get access to one BSWAN Ethernet port at each node to be interconnected. Operator will have to provide LAN wiring,</p>

						routers etc, for interconnection
37	73	1.6 ii)	Integration and commissioning	The Operator shall integrate EOCI with BSWAN as well as other existing / operational LAN and WAN links included in the RFP to establish network and services proposed in the RFP. The EOCI Operator shall configure quality of service parameters on network switching and routing devices for end-to-end QoS for voice, video and other critical traffic over the network. The operator shall also interconnect the SDC with SEOC. Overall network connectivity, end to end data or information flow between SDC and any departments/ Offices/ Citizen shall be ensured.	Need clarity on the integration between EOCI and SWAN.	Connectivity between fixed EOCs and SWAN already exists. Operator has to interconnect SWAN with other networks such as VSAT, MPLS VPN and Internet taking due precautions and manage security requirements. Operator will be responsible for QoS on VSAT network directly and should ensure required QoS on MPLS and Internet from service provider. Operator will not be responsible for QoS on SWAN, however will be responsible to switch over to alternate network in case SWAN is non functional or its quality has dropped to unacceptable levels
38				general	For Micro BTS how the connectivity is expected from Moving vehicle over the VSAT, Micro BTS shall be GSM or some other mobile technology.	There will be no communication while ERV is moving. Communication link will be set-up only when the vehicle is stationary (communication from ERV will happen either for testing or when the vehicle has reached disaster site or is stuck on the way due to any reason)
39				general	How the connectivity shall happen up to the Fixed EOC from VHF BTS at each Moving Vehicle Over the same VSAT	Connectivity from BTS to MSC will be: via satellite between VSAT and Hub and on leased line between Hub and MSC. There will be no direct connectivity between fixed EOCs and BTS but calls can be made to cell phones at these

						places
40				general	Is Connectivity from SWAN will going to be happen for all the fixed EOC	The connectivity with SWAN and all fixed EOCs already exists
41				general	Can we plan connectivity between SDC and EOC in Patna over wireless links?	a. Theoretically yes, however land at each location for erecting towers will be an issue. b. Operator will be responsible to get all licenses clearances from concerned local and DoT, WPC authorities for setting-up microwave links
42				general	Do any redundancy is desired for the connectivity between SDC and EOCs in Patna	Preferred. For example redundancy with dedicated OFC and leased line from telecom service provider as back-up.
43				general	For the SWAN connectivity redundant links are required.	Redundant links for interconnection between SWAN and Network resources to be provided at Patna will be preferred. However operator can take a decision on this and may opt for alternate solution to ensure required level of reliability
44				general	How the connectivity between SDC and other district level EOC will happen (Over the Swan)	Total requirements are: a. SEOC (2) b. DEOC (37) c. EOC at Commissioner offices (9) d. ERV (7)
45				general	For intra operability between RF , IP can a central system be planned at the EOCs in Patna	Yes. However please ensure smooth operations and required level of reliability.

46				general	Universal gateways are expected to be at each Mobile Vehicle can a central gateway will be acceptable? Do VHF / Micro BTS is desired at the fixed EOC?	a. Gateway at ERV is preferred. We don't have objection to central gateway if it meets reliability requirement b. VHF are required at Fixed EOCs. Micro BTS is not required at fixed EOCs
47				general	Access to other agencies can be provided from SDC or customer wants some other way to do it.	Connectivity with SDC is only meant for access to SDRN and IMPS servers. Operator doesn't have to provide access directly to any other agencies. Government officials will access SDRN directly via Internet to update information or get information from SDRN. Operator will need access to SDRN for IMS Public, NGOs etc, will access IMPS website via Internet.
48				general	Are we going to use VSAT connectivity at MV for the data / voice connectivity up to the EOC's?	Yes, via captive VSAT network
49	70	Section 7: Deliverables	SEOC/Power supply/ pg.no 70	UPS based back-up power of sufficient rating to support full equipment load for 1 hour (around 10 KVA). UPS in 1+1 configuration with each system catering for full load should be provided at SEOC	Recommend to have Transformer built in UPS design UPS 1+1 with 12V SMF batteries. UPS will provide Isolation between Input and Output neutral	The UPS power is operator's responsibility and he can opt for any system that offers best reliability
50	70	Section 7: Deliverables	DEOC/ Equipment and systems at each DEOC location	UPS for 1 hour Back-up for all equipment provided by operator	Recommend to have modular design UPS which has redundant modular & with 12 V SMF batteries. No separate equivalent UPS capacity	The UPS power is operator's responsibility and he can opt for any system that offers best reliability

					required for redundancy	
51	71	Section 7: Deliverables	MEOC or ERV / Equipment and systems at each ERV	UPS of required rating to power up electronic equipment and emergency lighting (back-up 2 hours)	Recommend to have separate UPS with back up for NON critical load. To maintain the uptime of 99.5%	The UPS power is operator's responsibility and he can opt for any system that offers best reliability
52	120	3.5 Nominal specification of peripheral subsystem	video equipment - Video wall at SEOC		Please clarify the whole spec speaks about LCD – LED display, whereas control manager is asking Lamp Error detection. This feature is with DLP cubes with controller.	The specification may be a mistake. Please ignore if not applicable.
53					Please clarify Matrix says 3X2. i.e. 6 nos.; whereas below it's mentioned 2x40" diagonal size. i.e. 2 nos.	The exact specification is " 3X2 or as appropriate". Second specification indicates display area, which can be achieved by a combination of display units
54					Please confirm can we provide 46" size	Yes. However there should be minimum 2 units
55					Please clarify do you need a controller here Or directly connecting OWS to displays	A switching matrix is necessary along with amplifier to display any video information on all devices as well to choose any one of multiple inputs to any display unit
56	119	3.5 Nominal specification of peripheral subsystem	video equipment - LED display device		Please clarify how many is the qty and matrix here	Quantity is to be decided by the bidder, however total display area should be equal to or better than 2X40" screens

57					Please clarify what kind of inputs required	Video inputs will be from: a. Digital cameras in the field, b. Videoconferencing c. Digital Maps d. Web pages e. TV news channels etc.
58					Please clarify do you need a controller here Or directly connecting to displays	Controller is an option. We are interested in video inputs from various sources
59					Please confirm can we provide 46" size	The display size should be sufficient for easy visibility from end of VC table.
60		General			Recommend to have Manual fire extinguisher , Fire Alarm system, CCTV, Access control system, Public Address System, Rodent repellent and Building Management System to monitor each and every EOC	This requirement will be considered and provided in due course.
61		General			Request to confirm whether you need raised floor & false ceiling in every EOC	It is left to the choice of the bidder / operator
62		General			Request to provide the Auto CAD layout of EOC with all dimension available	Auto Cad layouts are not available. However Bidder may visit the site to get exact dimensions of EOC buildings.
63		General			Request to provide the Auto CAD Electrical Single Line Diagram of EOC	Electrical wiring within EOC is to be done by the operator
64		General			Request to provide the Electricity board sanction power availability in kva or kw	The power availability to meet reasonable requirements of bidder's equipment will be ensured by DMD.

65		General			Request to confirm which type of furniture & workstation required for video conference room	The conference room will be used for briefing Chief Minister and other senior functionaries of the government as well press correspondents. As such the furniture should meet quality requirement for use of dignitaries of state government
66		General			Request to confirm the distance between Cooling indoor unit and out door unit	This data depends on design of the A C unit. Please visit the site to decide on locations of A C units and calculate the distance.
67		General			Request to confirm the location of, Earth pit Electrical panel, UPS , batteries and DG, fuel tank.	These are to be provided by the operator
68		General			Request to provide the details of Distribution transformer	The supply will be 3 phase at SEOC and single phase at other EOCs. The power will be meet bidder's requirements.
69		General			Request to confirm the availability of lightning arrester	L A is not available and is to be provided by the bidder
70		General			Request to confirm the route of cable entering in to the EOC room	The design will be totally on bidder's choice. Bidder may decide on routing after visiting EOC site (s).
71		General			Request to provide total Power required for SEOC	Total power requirement will depend on equipment offered by the operator and its power requirement.
72		General			Request to provide total Power required for DEOC	Depends upon Bidder's equipment specifications.

73		General			Request to provide total Power required for MEOC	It depends on bidder's design and specifications of equipment proposed by the bidder.
74		General			Request to confirm mobile VAN DG will be running 24x7 to provide power through UPS to the equipment placed in VAN	Yes. It is possible to provide brief rest periods by operating on UPS.
75		General			Request to confirm fuel backup time, either 48 or 72hrs.	72 Hours for ERV and 48 Hours in case of portable VSAT system
76		General			Request to confirm the type Air conditioning for EOC either PAC or comfort AC.	The bidder has to decide on the type as equipment will be supplied by the bidder. Comfort A C is essential for the staff as well as in Conference room
77		General			Request to confirm the EOC room height from True ceiling to True floor	Please visit the site to get details. SEOC building is ready and is located in Secretariat premises.
78		2.4.1	Call centers for access to public and issuing alert messages to government officials:	A call centre that is operational round the clock (24X7) will be set-up to provide access to public via toll free telephone number ,1070' which is specifically allotted for such purposes for State level EOCs. Similarly call centers operational during day time with access number 1077 will be set-up at each District level EOC). Both access numbers are allotted by Department of Telecommunications (DoT) and Ministry of Home Affairs (MHA), Government of India for this purpose.	Please confirm the exact number of Inbound Agents, IVR/Self Service ports and Multimedia agents (if any) required for Bihar EOCl Emergency Call Center Services.	All agents will handle both outgoing and incoming calls. There is no requirement for multimedia agents

79		2.4.1	Call centers for access to public and issuing alert messages to government officials:	Same as above	Kindly confirm the Location Call Center System. Will this system be centralised at one of the state level EOC or will the Call Center System be decentralised at Various District level EOCs . Request you please share the block architecture of Call Center service from Call Handover trunks location, Call Treatment System Location and Call Center Agent Locations prospective.	The proposed call centre will be at SEOC (and back-up at second SEOC). The call centre design will be standard. The bidder is expected to have experience of operating a call centre.
80				On-line call recording mechanism to ensure that information received as well as disseminated from SDR&IC is recorded for subsequent analysis and effecting corrective actions if necessary	Please confirm the percentage of Voice recording and percentage of Screen Recording users are required. Also please confirm the Retention of online and offline Voice and Screen records in months	a. The bidder has to make educated guess regarding voice and screen shots b. On line record should be available for 30 days. Subsequently the data is to be transferred to CD / DVD
81		2.4.1	Call centers for access to public and issuing alert messages to government officials:	Integration with Emergency Medical Services (EMS) network control room that has ,108' as access number so that EOC can initiate necessary response in case of major disaster which in normal case also needs EMS support.	Kindly confirm the various integration points are required with Call Center like SMS Services, EMS (emergency medical Services). Please share the level of integrations and SOW for mentioned and any other third party services/product integration may required	This requirement is to be worked out by the bidder after collecting information from the site.
82		SECTION 4	Deliverables- Call Center	Call centre with infrastructure (workstations, phones, furniture etc.) for 10 agents and 30 ISDN telephone lines from Telecom service providers with suitable EPABX for call handling / distribution etc. b. Interactive Voice Response system c. SMS origination facility	Kindly confirm if Single Site Call Center Solution with 10 Agents and 01 E1s (of 30 ISDN lines) is required.	20 Lines are required for use of DMD and ESF officers during disaster response activities from SEOC and 10 lines for call centre agents

83		SECTION 4	Deliverables- Call Center	Same as above	Kindly confirm if there is any tech specification for Call Center IP Phone. Generally for better voice quality IP Headphones are normally recommended.	The operator may decide on the quality / specifications to ensure proper functioning of call centre and prompt response to incoming calls
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Sr. No.	Clause reference	Page Number	RFP Clause	Bidders Response / Suggestion	DMD Response
1	Section 3 Specifications for IMS 1.17	104	<p>The system should support:</p> <ul style="list-style-type: none"> Integration with ESRI ARCGIS server 9.3 to store, manage and analyse spatial data, including interoperability with the ARCGIS Server Web Application Development Framework (ADF). 	<p>We would like to know if it will be OK if IMS software vendors may propose Google Map as the base layer for our GIS module. This will have already a lot of base data for India (whole world actually) and then the application will provide the capability to create/view/update/delete necessary layers and provide all functionalities referred to in the RFP (and later integrate to whatever GIS platform, ESRI ARCGIS etc., the government might already have if required at all). It's just that we were wondering if ESRI product is an absolute requirement or not because the RFP states about ArcGIS 9.3 and ADF etc.</p>	<p>DMD has no objection to use of Google map, in case the vendor can support required functionalities for IMS. Any system that supports open standards will be preferred as that will allow integration of spatial data from other data bases in IMS.</p>

INFORMATION FLOW CHART

