

**Clarification of issues raised in prebid meeting held at the office Chamber of the Nodal Officer on 10/08/2011**

Sl. No.	Bidding Document/Reference(s) section number/page)	Content of RFP requiring clarification	Points of clarification required	Suggestions	Clarification
1	Vol. III, Cl. 2.16.4, Pg.30	The Limitation of Liability should be fixed as $\geq$ total cost of the project	We submit that as the liability should be linked to the amount paid by Customer for the relevant hardware, software, services or deliverables that is the subject of the claim	The Limitation of Liability should be fixed as the price paid by Customer for the value of : (a) the product, or (b) support during the period of material breach up to a maximum of 12 months; and (c) the services that is the subject of the claim.	Limitation of liability shall be subject to maximum cost of the project
2	Vol. III, Cl. 2.17.1, Pg.31	Subject to Clause 2.17.2 below, System Integrator (the "Indemnifying Party") undertakes to indemnify Client (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in	We propose that the Customer should need be required to suffer any loss/damage and then make a claim of recovery of such loss/damage from the bidder. HP proposes to offer a better indemnity than that required by the RFP wherein whenever a claim is	We propose the following indemnity language - "Subject to Clause 2.17.2 below, System Integrator (the "Indemnifying Party") undertakes to defend and settle all third party claims of losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity attributable to the	No changes as of now. After selection of SI, before signing of agreement between Department & SI, the clauses, terms & conditions to be mutually discussed & finalised

		<p>favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or nonperformance under this Agreement or the SLA to the extent of the Indemnifying Party's comparative fault in causing such Losses</p>	<p>received by the Customer it will inform the bidder of the claim and then the bidder will take the sole responsibility for defending and settling such claim.</p>	<p>Indemnifying Party's performance or nonperformance under this Agreement to the extent of the Indemnifying Party's comparative fault in causing such Losses against the Client (the "Indemnified Party")"</p>	
3	<p>Vol. III, Cl. 2.16.1(a) &amp; (b), Pg. 29</p>	<p>(a) In case the Material Breach continues, after the notice period, the Client as the case may be will have the option to terminate the Agreement. (b) The Client may by giving a one month's written notice, terminate this Agreement if a change of control of the System Integrator has taken place.</p>	<p>We propose that this sentence in Cl. 2.16.1(a) should be modified to make it mutual. We also propose deletion of Cl. 2.16.1(b) (c) as a change in control should not lead to an automatic right for termination of the agreement as the successor entity will take over the rights and obligations of the earlier entity and will complete the</p>	<p>We propose this sentence in Cl. 2.16.1(a) should be replaced with the following - "In case the Material Breach continues, after the notice period, the non-breaching party will have the option to terminate the Agreement." We also propose deletion of Clauses 2.16.1(a)(I) and 2.16.1(a)(II) as the 30 days notice period is already specified in Clause 2.16.1(a). We also propose deletion of Cl. 2.16.1(b) &amp; (c).</p>	<p>No changes as of now. After selection of SI, before signing of agreement between Department &amp; SI, the clauses, terms &amp; conditions to be mutually discussed &amp; finalised</p>

			project.		
4	Vol. III, Cl. 2.12(h), Pg. 23	Be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.	We state that upon delivery of the hardware and software licenses to the Customer at Customer premise, the physical possession and risk of loss/damage will be on the Customer. Hence, the bidder should be required to ebar the risk of loss/damage to hardware and software licenses till the time of their delivery to the Customer at the Customer premise. The bidder should not be required to	We propose modification of the sentence as follows - "Bidder should be required to ebar the risk of loss/damage to hardware and software licenses till the time of their delivery to the Customer at the Customer premise. The bidder will not be required to take any specific insurance so long as the bidder bears the risk of loss/damage to the products till the time they are delivered at the Customer premise."	No changes as of now. After selection of SI, before signing of agreement between Department & SI, the clauses, terms & conditions to be mutually discussed & finalised

			take any specific insurance so long as the bidder bears the risk of loss/damage to the products till the time they are delivered at the Customer premise		
5	Vol. III, Cl. 2.21.3, Pg. 37	The IPR rights for any bespoke development done during the implementation of the project will lie with Client.	We propose that the IPR rights for any bespoke development will be with the bidder. The Customer will be provided with a perpetual, royalty free license to use the same for its internal use	We propose modification of this sentence as follows - "The IPR rights for any bespoke development done during the implementation of the project will lie with the bidder. The bidder will provide the Client with a perpetual, royalty-free license to use the bespoke development for its internal use"	No changes as of now. After selection of SI, before signing of agreement between Department & SI, the clauses, terms & conditions to be mutually discussed & finalised

6	Vol. III, Cl. 2.22.12, Pg. 43	<p>This Agreement and the SLA with all schedules &amp; annexure appended thereto and the contents and specifications of the Volumes I and II of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation</p>	<p>We understand that upon being down selected, the successful bidder will engage I discussions and negotiations with the Customer on the scope of work, pricing and the applicable terms and conditions and a mutual agreement reached on the same will be documented in written contract which will be the governing agreement and will prevail over the terms of the RFP and the bidder's terms. We also propose that liability for fraudulent misrepresentation be covered within the liability cap.</p>	<p>We propose this sentence be modified as follows - "A mutually agreed written contract and the SLA with all schedules &amp; annexure appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements."</p>	<p>No changes as of now. After selection of SI, before signing of agreement between Department &amp; SI, the clauses, terms &amp; conditions to be mutually discussed &amp; finalised</p>
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7	Vol. III, Cl. 2.23, Pg. 43	Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by Client only.	We propose that the arbitrator be mutually appointed by both the parties	We propose modification of this sentence as follows - "Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by both the parties."	No changes as of now. After selection of SI, before signing of agreement between Department & SI, the clauses, terms & conditions to be mutually discussed & finalised
8	Page no 211 , vol I	Link Load balancer	How many link load balancers required	Link Load balancer should be excluded from SI scope of work as same will be available from SDC when it comes up. If required quantity should be mentioned	Link Load Balancer will be in the scope of SI. Required quantity shall be Two (2)
9	Page no 91 , vol I	Core Switch L3	Pls. mention the specification of Core SW	Specification should be mentioned.	As per Page no. 223 RFP Vol. 1
10	Page no 209 , Vol I	Server Load Balancer	How many Sever Load Balancer required	Qty of Server load Balancer should be mentioned.	Required quantity shall be Two (2)
11	Page no 221 , Vol I	Core Router and Core SW specification not mentioned	Which is the exact Specification	Pls. mention the specs.	As per Page nos. 221-222 RFP Vol. 1

12	Page no 84 , Vol I	Role of Integrator , System Lan Cabling	What is the Node length	Node length should be mentioned for proper estimation as size of police station not given.	Average Node Length shall be 15 mts.
13	Page no 84 , Vol I	Role of Integrator System	How many Racks required at PS	No. of Racks should be mentioned at Police stations	Standard metallic 19" networking rack
14	Page no 223 , Vol - I	Switch	Pls. specify Lan Switch ( 8 port & 16 port) specification .	Pls. mention the specs.	16 Port Unmanaged Switch
15	RFP Vol 1 - page no 94	Civil work in DC and DR	Is bidder responsible for civil work for DC/DR. If yes, then no quantity or drawing provided, without that costing is not possible. Moreover BOQ suggest split AC in DC and DR. With Split AC required SLA for DC/DR will not be achievable.	As in other states--State should provide DC/DR ready infrastructure with appropriate design with UPS. PAC, electrical and safety & security system suitable to maintain to desired SLA.	Bidder shall not be responsible for any civil works at DC/DR.
16	RFP Vol 1 - page no 164	SLA for client infrastructure	Asking SLA 99% or above	We requires you to reduced the desired SLA for client infra to 95% as Arunachal is located in a strategic geographical location. For Rajasthan SLA for the same in Rajasthan CCTNS is reduced to 95%.	The desired SLA for client infrastructure shall be 95%

17	RFP Vol 1 - page no 228	Specification for Portable DG	Both Diesel and petrol tank is mentioned. What is the running fuel for Generator - Diesel or petrol?		Only Diesel tank to be considered & running fuel for Generator shall be Diesel
18	RFP Vol 1 - page no 228	Specification for Portable DG	Maximum output of DG is 450 VA - then how this will support 2 KVA UPS operation.	We suggest to use min 5 KVA DG considering derating factors including harmonics effect.	No change. As per RFP
19	RFP Vol:1. Page 117--8.1	Capacity Building	Duration per batch for each of the training modules is not given.	Request to give the same.	No change. As per RFP
20	Page no. -37 Vol-2	4.1 Advance Bank Guarantee		HP Propose to delete this clause	No change. As per RFP
21	Page no. -38 Vol-2	4.4 Payment Schedules and Milestones		HP proposes that O&M invoicing be done quarterly in arrears.	Payment terms specified in RFP Vol. 3 Page no. 38 to prevail and be considered
22	Page no. -94 Vol-2	K: O&M of Data Centre	Manpower, Electricity charges and Security Physical	HP proposes to delete these items from the scope of the project.	Components under O&M of Data Center shall exclude Electricity charges & Physical Security

23	Page- 27 vol-3	12.15.2. Invoicing and Settlement (b)	The System Integrator shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is authorized or incurred, whichever is later.	HP Propose to delete this clause	No change. As per RFP
24	27 vol-3	12.15.2. Invoicing and Settlement (c)	Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the Client subject to penalties.	we request Payment should be made within 30 days from the date of Invoice.	No change. As per RFP
25	28 vol-3	2.15.3. Tax ©	In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the System Integrator.	In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the customer.	No change. As per RFP

26	62 vol-3	3.6. Schedule – VI: Payment Schedule		Payment terms in Vol 2 and Vol 3 are not in sync.	Payment terms specified in RFP Vol. 3 to prevail and be considered
27	66 vol-3	4. Service level Agreement		HP proposes that overall penalty and LD applicable under this agreement be limited to 5% of the annual contract value.	No change. As per RFP
28	RFP Vol I - Page 226	MFP SPEC	A3 and A4 specification has been asked	A3 scanner has not been in other CCTNS RFP.	No change. As per RFP
29	RFP Vol I - Page 239	Additional Modules	7 additional modules has been asked for in the RFP where as usually for smaller states only 1 or 2 modules are asked. Also specifications are not given for such modules. The costing will depend upon the functionality expected of the module. If detailed functionality is provided; it will provide much inputs for costing	Kindly suggest only modules which are specifically needed by the state	Please refer to Annexure published with this document

30	RFP Vol I - Page 131	Handholding	1 resource per police stations has been asked. But the same will load expenses heavily in a terrain like Arunachal	Handholding can be done by shared resources. This can be done by train the trainer. We suggest to have 3 police stations under 1 resource for handholding	No change. As per RFP
31		IT Hardware Availability at PS	These will be currently under AMC/Warranty. If Arunachal Police would want SI to provide the support after AMC/warranty gets expired, then make, model and configuration needs to be provided along with expiry date of AMC/warranty		As per Vol. 1, page 32-33 of RFP
32	RFP Vol I - Page 79	Operational Expenses	1) On page 76 unit of OPE is different (in numbers) and on page 78 it is different (in years) - Please clarify2) There is no requirement of OPE for existing CIPA police stations. Is it already factored by Arunachal police?		Unix metric for OPEX is considered in Years and may be read as three (3) for both P.S (Non-CIPA & CIPA) and also Higher Offices. Requirement of OPEX for existing CIPA P.S is factored in RFP Vol. 1 Page no. 80

			Please clarify	
33	RFP Vol I Page 164	Client Side System Availability	Service levels are applicable only to infrastructure provided by bidder. The service level will not be applicable for the issues related to leased lines and other hardware provided by BSNL and any other thing not supplied by bidder or in control of bidder. e.g. Diesel generator set ran out of diesel.	Service levels shall be applicable only to infrastructure provided by bidder and not for hardware and other equipments/services provided by someone else other than bidder and for other factors beyond the control of bidder.
34	RFP Vol I- Page 219	Backup Solution	4 No of Unix, 20 No of Linux, 26 Windows - Is it really required? When state data center does not exist, where these license will be used?	Proposed backup solution shall be as mentioned & as required by the Bidder's solution

35	RFP Vol I - 229	Digital Camera	Shooting mode - underwater	Not supported by any digital camera technology.	Shooting mode "Underwater" is not given in Technical Details for Digital Camera
36	RFP Vol I - 223 and 230	Switch	There are switch specification provided at two places. On page 215 and on 224. The switch mentioned on 215 is also meant for police station. This kind of switch will load the BoM. Also switch 224 do not mentioned number of ports and managed or unmanaged		Switch mentioned in page no. 223 is only for DC/DR & page no. 230 is for P.S. Switches for P.S shall be 16 Port Unmanaged Switch
37	RFP vol-1 Page -10	Last date, Time (deadline) and Venue for receipt of proposals is mentioned as 23rd August 2011	We request to extend the last date by 7 working days.	We request to extend the last date by 7 working days.	No change. As per RFP