

**Reply to Pre-Bid Queries**

**Queries : RFP for Supply, Installation, Implementation, Maintenance and Support of Intel server blades**

**RFP Ref No: OICL/HO/ITD/SERVER/2015/01 dated 16th Feb 2015**

S.N.	Page No.	Section No.	Existing Clause	Query Sought	OICL's Response
1	46		Sufficient number of 10G based converged redundant modules for LAN and SAN connectivity should be configured.	NA	NA
2	46	Annexure A - 7.1	For LAN uplink, solution should provide 8 numbers of 1G RJ45 SFP and 8 numbers of 10G SR SFP along with 15m LC-LC Cable	Please confirm if the number of external ports mentioned is required per Switch module or across all switch modules in one chassis. Also based on the recent technology trends and industry moving towards 10G, request you to please change the 1G requirement to 10G Base T with backward compatibility to 1G. This will ensure future compatibility in case OICL proceeds with core switch upgrade. Please share the core switch configuration. Dell can provide this solution using QSFP+ to SFP+ branch out option however such cables are available in maximum size of 7M. Request you to please explain the network topology in detail.	1. Mentioned number of uplink ports are required across all switch modules in chassis solution.  2. OICL currently have Cisco 6509 E Core Switch at Bengaluru Site & Cisco 6506 Core Switch at Vashi Site. Both Switches are with 1G Ports. Hence, from the Chassis switch 1G RJ45 SFP is required.
3	46		For SAN uplink, solution should provide 8 numbers of 8 Gbps FC/FCoE uplinks along with 15m LC-LC Cable.	Please confirm if the number of ports required is on one module and aggregate of multiple modules.	Mentioned number of uplink ports are required on aggregate of multiple modules.
4	46		System Management and deployment tools to aid configuring the Blade Servers and OS Deployment should be provided	Please clarify on what level of aid is required in OS deployment from System management software. Request you to please elaborate of the feature set.	As per RFP.
5	47		The Blade server should be configured with Converged Network Adapter which aggregates both the Ethernet (2 x 10G) and FC (2 x 8G) bandwidth.	Please explain this clause. If OICL is asking for converged network adaptor it should be 2 X 10 GbE supporting both FC and Ethernet.	Requirement is of Converged Network Adapter capable of atleast 36 Gbps which aggregates both the Ethernet (2 x 10G) and FC (2 x 8G) bandwidth.
6	15	1.7.3	The bidder should have an overall annual turnover of minimum Rupees Two Hundred Crores in each of the last three financial years 2011-12, 2012-13 and 2013-14. Supporting certified audited documents or Balance Sheets should be submitted.	Turnover of Rs 200 crores of a bidder has no relevance to the bidders competency of delivering an order. The order value would be below 2.5 crores and the customer should look for equivalent size projects from bidder	AS per RFP
7	15	1.7.4	During the last five financial years, the bidder should have implemented at least three projects involving implementation of blade servers in any BFSI unit or PSU or Government Department. Information about the projects undertaken by the bidder should be submitted (as per Annexure-E provided). As documentary evidence, bidder should submit copy of Purchase orders or completion letters from the relevant clients for whom the solution was implemented.	Request to change to BFSI/ PSU and Corporates	AS per RFP

8	46	Annexure A Caluse no 5	<p>Sufficient number of 10G based converged redundant modules for LAN and SAN connectivity should be configured.</p> <p>For LAN uplink, solution should provide 8 numbers of 1G RJ45 SFP and 8 numbers of 10G SR SFP along with 15m LC-LC Cable.</p> <p>For SAN uplink, solution should provide 8 numbers of 8 Gbps FC/FCoE uplinks along with 15m LC-LC Cable.</p>	<p>Please allow to offer separate switches for LAN and SAN as convergence brings bottleneck in the solution, For Ethernet please change all the ports requirement to 10Gb SFP+ ports as that will provide better performance.</p> <p>15m cable will be very long, please change the same to 10m LC-LC cable</p> <p>"Sufficient number of 10G based redundant modules for LAN and 8GB FC Redundant modules for SAN connectivity should be configured.</p> <p>For LAN uplink, solution should provide 16 numbers of 10Gb SFP+ along with 10m LC-LC Cable.</p> <p>For SAN uplink, solution should provide 8 numbers of 8 Gbps FC/FCoE uplinks along with 10m LC-LC Cable.</p>	AS per RFP
9	62	8.1 Appendix 1 – Bill of Materials	RHEL 6.5 OS	<p>RHEL OS seubscription is available with following SKUs:</p> <ol style="list-style-type: none"> <li>1. RHEL 2 socket 1 guest</li> <li>2. RHEL 2 socket 4 guest</li> <li>3. RHEL 2 socket unlimited guest.</li> </ol> <p>These SKUs differ in terms of number of guest machines that are allowed to be crated under the respective subscription.</p> <p>Please clarify which SKU to be quoted</p>	RHEL 2 socket 4 guest with Standard Support.
10	62	8.1 Appendix 1 – Bill of Materials	RHEL 6.5 OS	<p>RHEL subscription is available with different kind of support which is standard and premium.</p> <p>With 6 year subscription requirement there will be huge gap in terms of cost between these two.</p> <p>Please clarify what kind of subscription to be quoted</p>	RHEL 6.5 OS (2 Socket 4 Guest) with Standard Support.
11	46	7.1 Annexure A – Technical Specifications	The blade chassis should have redundant I/O Switch Modules.	<p>OICL already has a pair of Cisco management modules ( fabric interconnect). All cisco Chassis connect to a pair of FI. The existing Pair of FI has sufficient expansion 10 G ports to accommodate more chassis. We want to provide these additonal Chassis with new blades to be integrated with the exisitng Pair of FI. This will save OICL, the cost of power, cooling and managing the new management modules. Please allow Cisco chasiss the option to integrate with the existing Managment modules (Fabric interconnects).</p>	As per RFP

12	17	2.2 Detailed scope	2.2.2 Bidder should provide 24x7 premium support or highest level of support service available from the concerned OEM.	OEM highest level support is limited to provide replacement ex warehouse from the time the fault is notified to OEM. If bidder notifies to OEM late, still customer may ensure SLA adherence. Moreover, this requirement will increase the cost unnecessarily. It is suggested that SLA adherence on part of bidder may be asked for with back to back support from OEM. It should be left to bidder whether he manages SLA through spare management or suitable Back to back support agreement with OEMs.	As per RFP
13			Please confirm if application installation is part of the scope of this RFP, as per our understanding application is not part of the scope		Application Installation is not part of the scope of this RFP.
14	15	1.7.3	The bidder should have an overall annual turnover of minimum Rupees Two Hundred Crores in each of the last three financial years 2011-12, 2012-13 and 2013-14. Supporting certified audited documents or Balance Sheets should be submitted.	Request to change the clause to minimum Rs. 100 Crore in each of the last three financial years 2011-12, 2012-13 and 2013-14. Also you can ask bidder must be a profit making company in each of the last three financial years	AS per RFP
15	23	3.1.10	Payment Schedule	as per general industry practice requested to change to payment terms 90% against delivery of equipment at DC and DR and 10% providing necessary documentation, successful implementation and integration of equipment at DC and DR. Also requested to pay AMC charges atleast yearly / quarterly advance as vendors have to pay upfront payments for the same.	AS per RFP
16	47	Blade server 6	Managing servers in Physical, Local and Remote environments and should be able to monitor all systems components (BIOS, HBA's, NICs, and CNA's). All the blades in the chassis should be remotely manageable.	Monitoring BIOS does not provide full management capability. Management software should be able to. Software should support firmware management for the managed devices centrally by offering baseline firmware version to keep the systems on supported version of firmware. Software should maintain firmware repository to download firmware from website and update on managed nodes when required.	AS per RFP
17				it is recommended to add following in management specifications: 1. Proposed management software to integrate with at least three virtualisation management software like Microsoft System Center and Red Hat enterprise virtualisation. 2. Must have the ability to use a single, consistent resource model embodied in a fast, modern, and scalable HTML5 user interface and industry standard REST APIs for mobile, secure access and open integration with other management software	AS per RFP

18		Support during AMC Period	Company reserves the right to terminate the contract with 30 calendar days written notice for reasons of non-performance and unsatisfactory services. In case of bidder being discontinued for deficiency in service, the bidder may be blacklisted by OICL and may not be allowed to participate in the future tenders for a period to be decided by OICL.	Blacklisting is not acceptable. Also In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.	As per RFP
19		Indemnity	Bidder shall indemnify, protect and save OICL and hold OICL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify OICL against any loss or damage to OICL's premises or property, OICL's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify OICL against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the OICL for malfunctioning of the equipment or related	Subject to Clause 3.2..32, Bidder shall indemnify, protect and save OICL and hold OICL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify OICL against any loss or damage to OICL's premises or property, OICL's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify OICL against any loss or damage arising out of	As per RFP
20		Price Fall	As per draft	Not acceptable. Request for deletion.	As per RFP
21		Prices	The prices quoted (as mentioned in Appendix 01- Bill of Materials submitted by the bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.	Prices would be subject to tax variation and exchange rate variations	As per RFP
22		Taxes and Duties	The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.	The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction /increase in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL. Any new levy on account of changes in law shall also be to the account of Customer.	As per RFP

23		Cancellation of the contract & compensation	As per draft	Refunding of money/recovery of expenditure is not agreeable. Customer can resort to LDs or penalties, he even has right to procure from alternate source	As per RFP
24		Limitation of Liability	Bidder's cumulative liability for its obligations under the contract shall not exceed the Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving. OICL shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by OICL as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to OICL. In respect of demands levied by OICL on the Bidder towards breaches, claims, etc., OICL shall provide the Bidder with details of such demand levied by OICL. For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality	Bidder's cumulative liability for its obligations under the contract shall not exceed the Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving. OICL shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by OICL as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to OICL. In respect of demands levied by OICL on the Bidder towards breaches, claims, etc., OICL shall provide the Bidder with details of such demand levied by OICL. For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of	As per RFP
25		Bid Security	EMD submitted by bidder may be forfeited if: i. Bidder backs out of bidding process after submitting the bids; ii. Bidder backs out after qualifying; iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying	EMD submitted by bidder may be forfeited if: i. Bidder backs out of bidding process after submitting the bids; ii. Bidder backs out after qualifying;	As per RFP
26	23	3.1.10	Payment of 70% on delivery of equipment at C & DR and 30% on providing necessary documentation, successful implementation and Integration of equipment at DC&DR	Request to kindly change the payment ratio to 80% on delivery and 20% on Successful Implementation	As per RFP
27	32	3.2.16	If the bidder fails to deliver and install the Solution within 60 calendar days of issue of Purchase Order including signing-off ATR (Acceptance Test Report mutually agreed by bidder and OICL) or to perform the services within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract.	Delivery of Blade Servers by Leading OEMS is around 6 - 7 Weeks so there is a humble request to OICL to Stretch Project Implementation time be another 15 Days. Request for deliver and Install time for Blade Servers to be changed from 60 days to 75 days.	As per RFP

28	32	3.2.16	<p>If the bidder fails to deliver and install the Solution within <b>60</b> calendar days of issue of Purchase Order including signing-off ATR (Acceptance Test Report mutually agreed by bidder and OICL) or to perform the services within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract.</p>	<p>We request you to kindly cap the max. penalty of delivery and installation to 5% of contract price</p>	<p>As per RFP</p>
29	38	3.3.4.1	<p>Default in implementation (installation and configuration) of server infrastructure (including the Operating System) at OICL's DC and DRS (Bengaluru and Vashi locations) within 75 calendar days from the date of issue of the purchase order, due to reasons solely attributable to the bidder would attract a penalty of 0.50% of OICLs Bengaluru/ Vashi Locations Total Project Cost including server cost, chassis cost, OS cost, Implementation Cost, AMC/ATS Cost etc.(as per Appendix -01 Bill of Material) for every week ( 7 calendar days) of delay beyond 75 calendar days and part there off. The penalty would be subject to an overall cap of 10% of the contract value and thereafter the contract may be cancelled and amount paid if any will be recovered with 1.25% interest per month from the date of respective payment made by OICL to the bidder.</p>	<p>We request you to kindly cap the max. penalty to 5% of contract value</p>	<p>As per RFP</p>
30	39	3.3.4.2	<p>The penalty on availability default will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month from the date of the respective payment made by OICL to the Bidder.</p>	<p>We request you to kindly cap the max. penalty on availability default to 5% of contract value</p>	<p>As per RFP</p>