

Kolkata Urban Services For The Poor

Pre-bid queries and replies of the pre-bid meeting held on
19th December, 2011

on

Terms of Reference

for

**Supply, Installation and Commissioning of Server, Computer Systems,
Software, UPS, Local Area Networking with Networking Items, Electrical Wiring
and Earthing, together with 3 Years' Maintenance and Support For 55
Locations in non-KMA ULBs**



Change Management Unit

ILGUS Bhavan, Sector-III,

HC Block, Salt Lake City, Kolkata- 700106

January 2012

**Response of the Queries of Pre-bid meeting held on 19th December, 2011 on the
ToR for Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking
Items, Electrical Wiring and Earthing, together with 3 Years' Maintenance and Support For 55 Locations in non-KMA ULBs**

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
Name of the Firm: HCL Infosystems Ltd.							
1	7	A	3	We assure that we have not been banned or blacklisted by any Central / State Government Department / authority / Body / Undertaking / Enterprise from conducting business with them.	Request you to change the clause to "We assure that we are currently not banned or blacklisted by any Central / State Government Department / Authority / Body / Undertaking / Enterprise from conducting business with them".		The clause is changed to "We assure that we are currently not banned or blacklisted by any Central / State Government Department / Authority / Body / Undertaking / Enterprise from conducting business with them". See corrigendum for reference.
2	1	A	3.1	The tender should be accompanied by earnest money of Rs. 5,00,000/- (Rupees Five Lakh only) by crossed Bank Draft/ Pay Order payable at Kolkata, drawn in favour of %Change Management Unit+.	Request you to change the clause to "The tender should be accompanied by earnest money of Rs. 5,00,000/- (Rupees Five Lakh only) by crossed Bank Draft/ Pay Order/ Bank Guarantee payable at Kolkata, drawn in favour of %Change Management Unit+.	Equivalent money is assured in the form of BG, hence, it is requested to the authorities to consider Bank Guarantee as well	The tender should be accompanied by earnest money of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) by crossed Bank Draft/ Pay Order payable at Kolkata, drawn in favour of %Change Management Unit+ or in the form of Bank Guarantee.
3	35	D	4.2.3.2.	24 port Patch panel - Total number 3	Please clarify whether patch panel shall be Cat 5e or Cat 6 standard		All Patch panels will be of CAT 6 standard
4	35	D	4.2.3.3	CAT 5e UTP cable . Average estimate is 1000 meters	Request you to change this to "CAT 6 UTP cable . Average estimate is 1000 meters" for better performance and current industry standard		The tender clause is changed to %CAT6 UTP Cable+. Average estimate is 1000 mtrs. See corrigendum for details.
5	35	D	4.2.3.6.	Patch chords 1 meter each . 46 numbers	Please clarify whether patch cords shall be Cat 5e or Cat 6 standard		Patch chords will be of CAT 6 standard
6	35	D	4.2.3.7	Data I/O box with back box - 46 numbers	Please clarify whether I/O shall be Cat 5e or Cat 6 standard		Data I/O box will be of CAT 6 standard
7	33	D	4.2.1.1.	The switch should have minimum 24 numbers 10/100/1000 Fast Ethernet full duplex Ports with 4 numbers of SFP-based Gigabit Ethernet port/slot	Please clarify that the requirement is for 20 numbers of 10/100/1000 full duplex port + 4 SFP based Gigabit Ethernet ports.+		The requirement is for 20 numbers of 10/100/1000 full duplex port + 4 SFP based Gigabit Ethernet ports. See corrigendum for reference.

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8	33	D	4.2.1.1.	The switch should be upgradable with 10G in future with additional Module	%indly mention the number of 10 GE support required for the switch. Generally 2 numbers of 10 GE ports are supported by most of the Networking OEMs & will also fulfill the KUSP requirement.+		Support for total 4 numbers of 10 GE ports is required in future. See corrigendum for reference.
9	33	D	4.2.1.2.	The Switching fabric should be minimum of 160 Gbps	Request you to change this to "the switching fabric should be minimum of 88 Gbps+	As the Switching Fabric for full duplex non-blocking architecture should be 88Gbps (In case of 2x10G ports apart from 24xGig ports); would request KUSP to dilute the Switching Fabric Gbps to maximize the OEM competition. Also the Switching fabric figure more than the above value will never be utilized. Hence please amend the clause as switching fabric should be minimum of 88 Gbps+	Tender clause remains unchanged.
10	39	D	4.6.	Expansion Slot -"1 PCI, 2 x PCIe x1 , 1 PCIe x 16"	Request you to change this to "2 PCI, 1 x PCIe x1 , 1 PCIe x 16+		Tender clause remains unchanged.
11	39	D	4.6	Graphics - "ATI Radeon HD 5450 DDR3 1GB Graphics Card"	Request you change this to "nvidia GT 210 / ATI Radeon HD 5450 DDR3 1GB Graphics Card"		Tender clause remains unchanged.
12	32	D	3.5	Oracle Software Package	Request you to create two separate tenders one for hardware and one for ORACLE SOFTWARE	Within the scope of current Tender, the bidder has to quote for both HARDWARE and SOFTWARE . ORACLE Softwares has been named as the choice of software for this project . However since ORACLE (the named software vendor) is also an OEM for Hardware , clubbing of the hardware and software in this tender will allow ORACLE to force bidders to quote only for their hardware. This would lead to a monopolistic situation wherein ORACLE may dictate and ensure that bidders don't quote for any other hardware than ORACLE Hardware.	Any of the software stacks may be quoted out of the following: Oracle database server alongwith Oracle application server or DB2 database server with relevant application server or PostgreSQL database server with relevant application server or MySQL database server with relevant application server.
13	33	D	4.1.15	All Servers should be 100% scalable for processor cores, Memory & HDD	Request you to change the clause to "100% scalability required for CPU, processor socket, RAM and HDD or Minimum Two Socket Server to be quoted "	Minimum Two Socket Server to be quoted as this would ensure redundancy for sockets as ULBs has single server so, two socket servers will ensure will ensure reliability and fail proof for CPU failure.Currently, one clause 4.1.2 says %one or two socket only+and another clause 4.1.15 has %100% scalability on processor cores, memory and HDD+, same is not complete unless scalability extends to CPU / sockets also .So, 100% scalability needs to include CPU. Otherwise, future upgrade of CPU would not be possible for the bidder who would quote single socket box with single CPU populated without any scalability for socket or CP whenever the future workloads increase as the number of applications on the ULBS increase.Moreover,	The tender clause is deleted. See corrigendum for details.

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						having two socket or two CPU capability will add the reliability and redundancy for future as ULB is not having cluster for high availability. please note that performance is not the only criteria of a server design, Reliability is another important criteria, 2 CPU or socket scalability will ensure reliability	
Name of the firm : ACCEL FRONTLINE LTD.							
1	25	C	2.1	The bidder must have implemented at least one (1) similar project of at least Rs. 5 crores in India for supply of servers including LAN and implementation of the same within last 5 years as on 31st March, 2011.	What is the exact meaning of similar projects?		Similar Project means only the orders pertaining supply of servers, LAN equipments etc. and implementation of the same.
2	26	C	3.1	The bidder should have had an average turnover from supply, installation, integration and management of Computer hardware/ software/ networking/ Information Technology (IT) Services in excess of Rs. 50 Crore (Rupees Fifty Crores only) in each of the last 3 financial years (viz. 2008-09, 2009-10 and 2010-2011).	The turnover of 50 crores will be an average of three years total turnover of a firm or individually for each of last three years?		The bidder must have an yearly turnover of 50 crores for each of last 3 years individually.
3	26	C	9.2	The bidder must have a clear roadmap from all the OEMs for the Server hardware, Network Switches, Oracle S/W stack and Operating System that it can be supported at least for the next 3 years or more. In case during the stipulated period of five years, the product will have end of sale or end of production, still the product support must be ensured. For the server and network switch products, the support should cover all the respective hardware components including its replacement during the warranty period with equivalent or higher specification/ configuration at no additional cost to CMU. For Oracle S/W stack and Operating system, the support should cover all current software version during the minimum stipulated period of three years. Proper documentary evidence must be submitted as a proof of the same.	Both 3 years and Five Years are mentioned, but which one will be considered? Also, if the technology of a particular product gets obsolete during this period, will that be considered?		The roadmap is required for 5 years. Also, the technology, which will be obsolete and not supported by the OEM for at least for a period of 5 years, will not be accepted. Please see corrigendum for details.
4	2	A	4.1	Commissioning: Completion period for supply and installation of Goods/items shall be 8 weeks from the date of Letter of Intent.	In one place, completion period is mentioned as 8 weeks and another place 10 weeks, which one to consider?		Entire completion period is of 8 weeks including supply of items. See corrigendum for reference.
5	29	D	5	In addition with above, the timeframe of delivering the items should be specifically mentioned in the form of chart including the different phases of implementation of			

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				the hardware at the ULBs. The time frame of delivering the items must be within 6 weeks and complete implementation must be within 10 weeks after providing Letter of Intent in favour of the firm. Any lapse in maintaining the time frame will invite penalty as will be specified in the contract.			
6	34	D	4.1.1(ii)	System should be configured for 700 JOPS and scalable to 1400 JOPS within the box	Change the clause to " System should be configured with 700 EjOPS and scalable to 1400 EjOPS within the box".	SpecjApps2004 Benchmark is an outdated standard and has been replaced by SPECjEnterprise2010 benchmark. Refer www.spec.org	Both JOPS and eJOPS are acceptable. See corrigendum for reference.
7	33	D	4.1.5.	Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC T type in RAID5	Include RAID 1 alongwith RAID 5	Since there will be Single servers at each location RAID 1 at the HDD level will ensure more reliability of data.	Tender clause remains unchanged.
8	44,45	F	4	<p>NON-CONFORMITIES, ERRORS, AND OMISSIONS</p> <p>If a bid is substantially responsive, CMU may waive any non-conformity or omission in the bid that does not constitute a material deviation. Provided that a bid is substantially responsive, CMU may request that the bidder submit the necessary information or documentation, within 7 days, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the Financial Bid of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid. Provided that a bid is substantially responsive, CMU may rectify nonmaterial nonconformities or omissions. To this effect, the Financial Bid shall be adjusted during evaluation of Financial Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. Provided that the bid is substantially responsive, CMU will correct arithmetical errors during evaluation of financial bids on the following basis:</p> <p>a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of CMU there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p>	At point 4 it is stated that bidder will be allowed to submit information/ documents against non -material non conformities/ omissions, whereas at point 6, it is stated that in Eligibility criteria, no correction, ammendment or supplementation will be allowed. Please clarify.		Point 4 will be applicable only for technical bids whereas the points given in clause 6 will remain same for qualification bid. See corrigendum for reference.

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				<p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Earnest Money Deposit may be forfeited.</p>			
			6	<p>COMPLIANCE OF ELIGIBILITY CRITERIA AS PER SECTION C</p> <p>The Evaluation Committee of CMU will decide whether the bidder's response satisfies the stated eligibility criteria specified in the ToR under Section C. Any shortcoming (including additions, omissions and variations) will be recorded. If a bid is not meeting the eligibility criteria, it may be rejected and will not be allowed to be cured by any correction, amendment or supplementation.</p>			
Name of the Firm: Trimax							
1	36	D: PART - B	4.4	OHSAS 18001 certification	Request to omit this clause	THIS CERTIFICATION IS AVAILABLE ONLY WITH 2 COMPANIES, SO THIS CLAUSE IS NOT AN OPEN ONE.	The tender clause is deleted and see corrigendum for details.
2	36	D: PART . B	4.4	Safety Markings GS	Request to omit this clause	THIS CERTIFICATION IS AVAILABLE ONLY WITH A SINGLE COMPANY, SO THIS CLAUSE IS NOT AN OPEN ONE.	The tender clause is deleted and see corrigendum for details.
Name of the Firm: CMS							
1	32	D: Part B	3.5	Currently tender has both HW and Oracle.	Please separate HW and Oracle in to two tenders	<p>This Tender has asked the bidders to quote for both Hardware and software. The scope has Oracle SW as named product and HW to be quoted is left to the choice of the bidder. Oracle has both Software and Hardware and they may force the bidder to quote their entire stack failing which they will not extend their support on the Software part. This could lead to a situation wherein ORACLE could drive the entire pricing strategy and this may lead to uncompetitive price bids being received by KUSP.</p> <p>Hence to ensure that KUSP gets the best possible competitive bids, we request you to kindly split this tender, one for hardware and the other for ORACLE supply.</p>	<p>Any of the software stacks may be quoted out of the following: Oracle database server alongwith Oracle application server or DB2 database server with relevant application server or PostgreSQL database server with relevant application server or MySQL database server with relevant application server.</p>

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2	33	D: Part B	4.1.15:	100% scalability for processor cores, RAM and HDD.	100% scalability required for CPU, processor socket, RAM and HDD	Minimum Two Socket Server to be quoted as this would ensure redundancy as ULB has single server so, redundancy will ensure reliability and fail proof for CPU failure. Currently, one clause says %one or two socket only+and another clause has %100% scalability on processor cores, memory and HDD+, same is not complete unless scalability extends to CPU / sockets also. So, 100% scalability needs to include CPU. Otherwise, future upgrade of CPU would not be possible for the bidder who would quote single socket box with single CPU populated without any scalability for socket or CPU. Moreover, having two socket or two CPU capability will add the reliability and redundancy for future as ULB is not having cluster for high availability. please note that performance is not the only criteria of a server design, Reliability is another important criteria, 2 CPU or socket scalability will ensure reliability of server in addition to performance.	The tender clause is deleted. See corrigendum for details.
3	33	D: Part B	4.2.1.2	Performance : The Switching fabric should be minimum of 160 Gbps. Instead 160 Gbps it should be 100 gbps	The Switching fabric should be minimum of 100 Gbps.	The backplane is directly proportional to the throughput of the switch and at 65 mpps , the backplane should be 95 gbps or higher	Tender clause remains unchanged.
4	3	A	3.1	Rs. 5,00,000/- (Rupees Five Lakh only) bycrossed Bank Draft/ Pay Order	Request to change it Rs. 5,00,000/- (Rupees Five Lakh only) bycrossed Bank Draft/ Pay Order/ Bank gurantee		The tender should be accompanied by earnest money of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) by crossed Bank Draft/ Pay Order payable at Kolkata, drawn in favour of %Change Management Unit+or in the form of Bank Guarantee.
5	36,3 7,38	D: Part B	4.4	Input Voltage : 160 - 276 V AC, 1 Phase	Pls clarify why this O/p 276 VAC,As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	The input range is changed to minimum of 160 VAC and maximum of 288 VAC 1 phase and the input voltage range of the product should lie between any range between the specified ranges. Please see corrigendum for the same.

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6	36,3 7,38	D: Part B	4.4	Input Frequency : 45 . 65 Hz	Pls clarify why this Frequency is 45-65 Hz, As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	A wide input frequency range fits the most demanding electrical network and ensures generator compatibility and Prevents frequent use of battery power, thus extending battery life. Most of the leading brands have the similar range of input frequency. Tender clause remains unchanged.
7	36,3 7,38	D: Part B	4.4	Output Voltage : 220/230/240 V AC, 1 phase, Selectable	Pls Clarify why this Selectable Option is asked for, whereas we know the Indian Standard is 230 V AC	Please remove/Change this point to accommodate other National Brands.	Tender clause remains unchanged.
8	36,3 7,38	D: Part B	4.4	Static Regulation : +/- 3% of nominal regulation	Pls Clarify what is the meaning of the same.	Please remove/Change this point to accommodate other National Brands.	A tight output voltage regulation ensures precise and accurate energy supply to the load, making it necessary for sensitive and critical loads. Also ensures UPS capability to supply critical loads with high and fast loads steps (pulsating loads). Tender clause remains unchanged.
9	36,3 7,38	D: Part B	4.4	Efficiency : > 95% in high efficiency mode; > 86% in normal mode	Pls clarify why this Efficiency is "> 95% in high efficiency mode; > 86% in normal mode", As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	A high efficiency level reduces the end user energy costs. The limited UPS losses give also benefit on air conditioning systems, by reducing the energy required for cooling.
10	36,3 7,38	D: Part B D	4.4	LCD Panel : The UPS should have a graphical LCD with backlight. It should provide useful information about the UPS itself, load status, events, measurements, and settings. The Event Log should display at least 100 events and alarms on the LCD Panel. Measurements of Load W VA / Load A pf / Output V Hz / Input V Hz / Bypass V Hz / Input Line Events / Battery V min should be available	Specifically to see the event logging facility on LCD of UPS , no Indian manufacturer is having this feature in this KVA rating. To utilise this feature the Application is also expected to be "Mission Critical" like Datacenter. Whether this UPS will be used with such Critical Application.	Please remove/Change this point to accommodate other National Brands.	The clause is changed to "The UPS should have a graphical LCD with backlight. It should provide useful information about the UPS itself, load status, events, measurements, and settings." See corrigendum for reference.
11	36,3 7,38	D: Part B D	4.4	USB Port : HID standard for Win XP/Vista/7	Pls clarify why this "HID Standards for Win XP, Vista/7, As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	USB port supports a maximum data transmission speed of 60MBps (megabytes per

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							second). That's more than 300 times faster than the maximum data transmission speeds of a parallel port and more than 4,000 times faster than the top data transmission speeds of a serial port. The fast transmission speeds of USB make it the ideal technology for channeling data from UPS to PC or the network. Moreover, USB port offers unparalleled convenience for users by supporting daisy chains of as many as 127 devices, so there are virtually no limits to the number of components you can add. Additionally, the USB ports are hot-pluggable, i.e. the ability to recognize and configure a new component without the need to restart the computer.
12	36,3 7,38	D: Part B	4.4	Signal Inputs : (4) programmable signal inputs (signal and signal return) for indicating building alarms or other use	Pls Clarify what is the purpose of a "Programmable Signal Input" for this specific application and what will be connection details for this Relay.Nothing is mentioned in the Electrical Wiring section.So it seems that just to have feature (Not to be utilised) this point is included	Please remove/Change this point to accommodate other National Brands.	This clause is deleted and see corrigendum for reference.
13	36,3 7,38	D: Part B	4.4	Relay Output : (1) three-pole connector with (1) contact closure	Pls Clarify what is the purpose of a "Relay Output" for this specific application and what will be connection details for this Relay.Nothing is mentioned in the Electrical Wiring section.So it seems that just to have feature (Not to be utilised) this point is included	Please remove/Change this point to accommodate other National Brands.	This clause is deleted and see corrigendum for reference.

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14	36,3 7,38	D: Part B	4.4	Remote Emergency Power-off : Should be available to shut down the UPS & Load from a distance by thermal relay, in the event of room over temperature. When activated, the UPS should shut down the output and all its power converters immediately.	Pls Clarify what is the purpose of a Thermal Relay for this specific application and what will be connection details for this thermal relay.Nothing is mentioned in the Electrical Wiring section.So it seems that just to have feature (Not to be utilised) this point is included	Please remove/Change this point to accommodate other National Brands.	Used for powering OFF UPS from a distance in emergency situations like Fire
15	36,3 7,38	D: Part B	4.4	Load Segmentation : The UPS should have programmable outlets for independently and automatically controlling load segments (by LCD display and software), such that during a power outage, user can keep critical equipment running, while the non critical equipment is turned off, allowing user to save battery power.	Pls Clarify what is the purpose of a Load Segmentation and Criticality for this specific application and what will be connection details for this thermal relay.Nothing is mentioned in the Electrical Wiring section.So it seems that just to have feature (Not to be utilised) this point is included	Please remove/Change this point to accommodate other National Brands.	This feature enables users to manage scheduled shutdowns and sequential startups of protected loads. During a power outage, user can shut down power to non-critical devices, thereby extending battery backup time available for critical devices. This is a very useful feature in times of emergency or frequent power cuts
16	36,3 7,38	D: Part B	4.4	Relative Humidity : 5% - 90% RH	Pls clarify why this "5%-90%", As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	Generic Values
17	36,3 7,38	D: Part B	4.4	Quality : ISO 9001, ISO14001, OHSAS 18001	Pls clarify why this "OHSAS 18001", and what is it's purpose.As these are Certification of MNC product.	Please remove/Change this point to accommodate other National Brands.	OHSAS certification is deleted and see corrigendum for details.
18	36,3 7,38	D: Part B	4.4	Safety Markings CE, GS	Pls clarify why this "GS", As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	Safety marking GS is deleted and see corrigendum for details.
19	36,3 7,38	D: Part B	4.4	EMC : IEC/EN 62040-2	Pls clarify why this "IEC/EN 62040-2", As it is matching with Eaton 9130 Series and seems Vendor Specific.	Please remove/Change this point to accommodate other National Brands.	Tender clause remains unchanged.
20	36,3 7,38	D: Part B	4.4	RoHS/WEEE : Should be RoHS/WEEE Compliant	Pls clarify why this "ROHS/WEEE", and what is it's purpose.As these are Certification of MNC product.	Please remove/Change this point to accommodate other National Brands.	Tender clause remains unchanged.
21	39	D: Part B	4.6	Expansion Slot	1 PCI, 2 x PCIe x1 , 1 PCIe x 16	1 PCI	Tender clause remains unchanged
22	39	D: Part B	4.6	Power	300 Watt minimum Power Supply with Active PFC	280W	Tender clause remains unchanged
23	39	D: Part B	4.6	BAYS	2x 5.25 External, 2x 3.5 External, 2x 3.5 Internal	1x 5.25 External, 1x 3.5 External	Tender clause is changed to: %BAYS 2x 5.25 External, 2x 3.5 Internal+. See the corrigendum for reference.
24	39	D: Part B	4.6	Management Software : Software to monitor performance of PC, Pre Failure alert for HDD and Memory change alert, Automated	Software to monitor performance of PC, Pre Failure alert for HDD and	Pre Failure alert for HDD	Tender clause is changed to : % software to monitor performance of PC+. See the corrigendum for

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				Power Management, Asset Management			reference.
25	39	D: Part B	4.6			<p>Our Suggestion 1. Processor: The desktop should have single dual core or more core 64-bit x86 processor. The processor should be fully binary compatible to 32-bit applications. A dual core or more core on a single die/socket will be treated as a single processor. The desktop should have Processor SPEC CPU2006 benchmarked with SPEC_INT_Base2006 Rating of at least 110 or more.</p> <p>2. Motherboard: Latest Generation Compatible Chipset based OEM motherboard.</p> <p>3. Graphics Card : Option for Nvidia Graphics should also be given.</p>	AMD processors are included and see corrigendum for details.
28		D: Part B	4.6			<p>Requesting you for the following changes:</p> <p>1>Delivery : 10 weeks instead of 8 weeks</p> <p>2> Installation : with in 3 weeks from the date of delivery.</p> <p>3> Penalty : Please change it to .5% per week maximum upto 5%</p>	Not accepted.

Name of the firm: HP

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1	32	D: Part B	3.5	Currently tender has both HW and Oracle.	Please separate HW and Oracle in to two tenders	<p>Tender scope has Oracle SW as named product and HW is open to all OEMs. Recently Oracle has acquired over SUN (HW company) and hence currently Oracle can offer both software and HW . By clubbing software and HW in the same tender , this gives a leverage to Oracle to force bidders to quote their HW also failing which the bidders will not be supported on the software stack . SIs will be at the mercy of Oracle to get competitive price of SW unless they quote Oracle HW . This would create a monopolistic situation where it would be difficult for other Hardware OEMs to bid. Therefore, we request you to make two separate tender . one for Oracle software and other for HW. This will ensure that you gain from fair competition across all hardware OEMs.</p>	Any of the software stacks may be quoted out of the following: Oracle database server alongwith Oracle application server or DB2 database server with relevant application server or PostgreSQL database server with relevant application server or MySQL database server with relevant application server.

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2	33	D: Part B	4.1.15:	100% scalability for processor cores, RAM and HDD.	100% scalability required for CPU, processor socket, RAM and HDD	Minimum Two Socket Server to be quoted as this would ensure redundancy for sockets as ULBs has single server so, two socket servers will ensure will ensure reliability and fail proof for CPU failure. Currently, one clause says %one or two socket only+and another clause has %100% scalability on processor cores, memory and HDD+, same is not complete unless scalability extends to CPU / sockets also. So, 100% scalability needs to include CPU. Otherwise, future upgrade of CPU would not be possible for the bidder who would quote single socket box with single CPU populated without any scalability for socket or CPU. Minimum Two Socket Server to be quoted as this would ensure redundancy as ULB has single server so, redundancy will ensure reliability and fail proof for CPU failure. Moreover, having two socket or two CPU capability will add the reliability and redundancy for future as ULB is not having cluster for high availability. please note that performance is not the only criteria of a server design, Reliability is another important criteria, 2 CPU or socket scalability will ensure reliability of server in addition to performance.	The tender clause is deleted. See corrigendum for details.
3	33	D: Part B	4.1.4	I/O: Minimum 5 PCI-e slots	Minimum 6 PCI-eSlots	5 number of slots are not sufficient for current requirement and head room required. as four gigabit adapter are asked, atleast two additional slots are required for gigabit adapters , one slot required for RAID card for RAID implementation of storage, One slot is required for LTO tape drive connectivity. That means total slots required would be 4 numbers , which leaves only one slot free which may get consumed should there be an expansion on infrastrucutre like cluster heartbeat connectivity or san connectivity, hence minimum 6 PCI slots will ensure enough free slots for further expansions.	The suggested clause is an addition of the specification mentioned. Bidders are free to quote features/ items over and above the desired specification.
4	33	D: Part B	4.1.5	4.1.5 Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5	Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5 using minimum 4 hard disks including hot spare.	In addition to staorage capacity, storage performance is extremely important. The performance of Sorage is better when Data is spread over larger number of spindles(hard disks). More spindles, better performance. Hence to minimum 3 HDDs are must for RAID 5 and one hot spare HDD is required to ensure the reliability and uptime at the ULBs as HDDs are mechanical devices. Hence minimum 4 number of HDD (spindles) are must for performance and reliability of the storage.	The suggested clause is an addition of the specification mentioned. Bidders are free to quote features/ items over and above the desired specification.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
5	33	D: Part B	4.2.1.2	4.2.1.2. Performance : The Switching fabric should be minimum of 160 Gbps. Instead 160 gbps it should be 100 gbps	The Switching fabric should be minimum of 100 Gbps.	This is not matching as per throughput of the switch which is 65 mpps. If throughput is 65 mpps then backplane should be 97gbps or higher.	Tender clause remains unchanged.
6	33	D: Part B	4.2.1.2	4.2.1.2. Performance The Switching fabric should be minimum of 160 Gbps.	The Switching fabric should be minimum of 100 Gbps.	IF 160 gbps is really required then clearly mention no of 10Gbps port required in core switch.	
Name of the firm: Embee							
1	32	D: Part B	3.5	Currently tender has both HW and Oracle.	Please separate HW and Oracle in to two tenders	Tender scope has Oracle SW as named product and HW is open to all OEMs. Oracle also is an OEM SERVER vendor and hence Oracle has both software and HW offering. By putting both Hardware and software in the same tender , Oracle may force bidders to quote their HW as well. The SYstem integrator would not have its choice of HARDWARE OEM to partner with as SIs will be at the mercy of Oracle to get competitive price of SW unless they quote Oracle HW. Unless this is done , it may not be able to ensure that a fair competition across all hardware OEMs happens.	Any of the software stacks may be quoted out of the following: Oracle database server alongwith Oracle application server or DB2 database server with relevant application server or PostgreSQL database server with relevant application server or MySQL database server with relevant application server.
2	33	D: Part B	4.1.15:	100% scalability for processor cores, RAM and HDD.	100% scalability required for CPU, processor socket, RAM and HDD	Minimum Two Socket Server to be quoted as this would ensure redundancy as ULB has single server so, redundancy will ensure reliability and fail proof for CPU failure. Currently, one clause says %one or two socket only+and another clause has %100% scalability on processor cores, memory and HDD+, same is not complete unless scalability extends to CPU / sockets also. So, 100% scalability needs to include CPU. Otherwise, future upgrade of CPU would not be possible for the bidder who would quote single socket box with single CPU populated without any scalability for socket or CPU. Moreover, having two socket or two CPU capability will add the reliability and redundancy for future as ULB is not having cluster for high availability. please note that performance is not the only criteria of a server design, Reliability is another important criteria, 2 CPU or socket scalability will ensure reliability of server in addition to performance.	The tender clause is deleted. See corrigendum for details.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
3	Pg no 33 of the TOR	D: Part B	4.1.4	I/O: Minimum 5 PCI-e slots	Minimum 6 PCI-eSlots	5 number of slots are not sufficient for current requirement and head room required. as four gigabit adapter are asked, atleast two additional slots are required for gigabit adapters , one slot required for RAID card for RAID implementation of storage, One slot is required for LTO tape drive connectivity. That means total slots required would be 4 numbers , which leaves only one slot free which may get consumed should there be an expansion on infrastrucutre like cluster heartbeat connectivity or san connectivity, hence minimum 6 PCI slots will ensure enough free slots for further expansions.	The suggested clause is an addition of the specification mentioned. Bidders are free to quote features/ items over and above the desired specification.
4	Pg no 33 of the TOR	D: Part B	4.1.5	4.1.5 Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5	Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5 using minimum 4 hard disks including hot spare.	In addition to staorage capacity, storage performance is extremely important. The performance of Sorage is better when Data is spread over larger number of spindles(hard disks). More spindles, better performance. Hence to minimum 3 HDDs are must for RAID 5 and one hot spare HDD is required to ensure the reliability and uptime at the ULBs as HDDs are mechanical devices. Hence minimum 4 number of HDD (spindles) are must for performance and reliability of the storage.	The suggested clause is an addition of the specification mentioned. Bidders are free to quote features/ items over and above the desired specification.
5	Pg no 33 of the TOR	D: Part B	4.2.1.2	4.2.1.2. Performance : The Switching fabric should be minimum of 160 Gbps. Instead 160 gbps it should be 100 gbps	The Switching fabric should be minimum of 100 Gbps.	This is not matching as per throughput of the switch which is 65 mpps. If throughput is 65 mpps then backplane should be 97gbps or higher.	The tender clause remains unchanged.

Name of the firm : Wipro

1	31	D	9	"A Helpdesk system is necessary to be implemented at CMU location.."	Does the bidder have to provide helpdesk tool or will CMU provide the same?		No helpdesk tool will be required.
2	31	D	9	"A Helpdesk system is necessary to be implemented at CMU location.."	Will CMU provide basis infrastructure for helpdesk team such as seating space, desktop, LAN connection, telephone, etc?		For a single person, seating space, desktop, LAN etc. will be provided.
3	31	D	9	"A Helpdesk system is necessary to be implemented at CMU location.."	What is the language support expected for Helpdesk?		Bengali , English, Hindi and Nepali (for North Bengal ULBs)
4	31	D	9	"A Helpdesk system is necessary to be implemented at CMU location."	What is the service window required for helpdesk system?		To meet the SLA mentioned, whatever fits good, to be provided by the bidder.
5	31	D	9	General	Are the ULB locations interconnected on network? Can these monitored remotely from CMU?		WAN connectivity is not available from CMU but in future the same will be implemented.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
6	31	D	9	"The bidder must provide atleast 1 resident engineer at CMU office at Salt Lake premises in Kolkata."	What is the role of the resident engineer to be deployed at CMU office? What is the infrastructure of CMU required to be supported?		Will maintain liaison between ULB, CMU or any other authorized organization of CMU and 1st level call handling, coordinating between the field engineers and to resolve the calls on timely manner. Infrastructure point already clarified.
7	31	D	9	General	Is the bidder expected to deploy resident engineer at each ULB location?		No
8	31	D	9	General	What are the working hours at each ULB?		10 am to 6 pm from Monday to Friday and 10am to 2 pm on Saturday.
9	31	D	9	General	What is the reporting requirement of customer?		Daily, weekly and monthly
10	31	D	9	General	Our understanding is that our support team is required to provide support for only infrastructure supplied by the bidder. Helpdesk team will not be required to support any incident on the applications. Please confirm		Yes, only infrastructure support is required.
11	34	D: Part B	4.2.1.5(v)	OSPF for routed access	Shall support OSPF.	In the present architecture we strongly believe that OSPF is not required from day 1. Only one L3 switch in each ULB can perform inter VLAN routing with the help of RIP and also it can forward the traffic to its default destination with the static route. OSPF from day 1 will unnecessarily increase the cost and hence we request you to make necessary changes in the specification.	Tender clause remains unchanged
12	34	D: Part B	4.2.1.5	IP Version 6 (IPv6) support in hardware	RIPng from day 1 and future support for IPv6 unicast routing capability (OSPF protocols) in hardware.	Request you to mention IPv6 routing protocols so that end to end IPv6 can be implemented.	Tender clause remains unchanged

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
13	33	D: Part B	4.2.1		<p>a) Support for Port-based ACLs for Layer 2 interfaces to allow application of security policies on individual switch ports.</p> <p>b) Support for Dynamic ARP Inspection or equivalent which can ensure user integrity by preventing malicious users from exploiting the insecure nature of the ARP protocol.</p> <p>c) Support for DHCP snooping to allow administrators to ensure consistent mapping of IP to MAC addresses. This can be used to prevent attacks that attempt to poison the DHCP binding database, and to rate-limit the amount of DHCP traffic that enters a switch port.</p> <p>d) Support for IEEE 802.1AE which can provide MAC layer encryption over wired networks using out-of-band methods for encryption keying.</p>	We request you to add few security features in the specification to ensure end to end security and encryption in the network.	Not accepted.
14	33 & 34	D: Part B	4.2.1 & 4.2.2		<p>a) Support for Detection of Unidirectional Links (in case of fiber cut) and to disable them to avoid problems such as spanning-tree loops.</p> <p>b) Support for Voice VLAN which will simplify telephony installations by keeping voice traffic on a separate VLAN for easier administration and troubleshooting.</p>	We request you to add few L2 protocol support to prevent spanning tree loop and to keep voice traffic on a separate VLAN in the network.	Not accepted.
15	33 & 34	D: Part B	4.2.1 & 4.2.2		Request you to please add "The core and LAN switch should be from the same OEM" clause in the spec.	<p>This is to ensure the compatibility of all protocols and features available in various network devices and easy manageability. This will ensure the following things.</p> <ol style="list-style-type: none"> 1. Management from the same console 2. More number of protocols availability 3. Ease of Management <ol style="list-style-type: none"> 4. Ease of Skill upgradation 5. Ease of trouble shooting 6. Ease of spare management 7. Protocols and features compatibility 8. Uniform feature roadmap for all the products etc. 	Not accepted.
16	39	D: Part B	4.6 (23)	For OEM: ISO 9001 and 14001. For quoted Model: UL, FCC, Energy Star 5.0, DMI, RHEL, SUSE	Request you to please consider one certificate either UL or FCC.	UL is the standard certification for UK and FCC is the standard Certification for US. So request you to consider either of the one certificate or to consider Green Peace Org Standard for Indian Standards which certifies for reduction of carbon waste.	UL or FCC certification has to be provided. See corrigendum for details.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
17	32 & 33	D	4.1.2(i)	64 bit RISC/EPIC	Request to include CISC/x86	Current server specifications only asks for RISC/EPIC architecture. We request you to include CISC/x86 server architecture also as it has also got published benchmarks like TPCC and SPEC which has been asked in the tender and easily qualifies the asked scores. As a open standard, CISC/x86 architecture has got advantages like Operating system support from Windows and linux, less TCO (Total cost of ownership), better and easy management, cost effective solution without compromising the performance and wide range of RAS features etc. Also Intel 7400/7500 chipset based Processor can match the equivalent performance of asked RISC/EPIC.	Tender clause remains unchanged
18	32	D	3.5	Currently tender has both HW and Oracle.	Please separate HW and Oracle in to two tenders	Tender scope has Oracle SW as named product and HW is open to all OEMs. Oracle has taken over SUN (a server HW company) and hence Oracle has both software and HW offering. Clubbing software and HW in the same tender would allow Oracle to force bidders to ensure that the bidders quote their HW as well. The bidders may not be supported in case they want to quote for a non ORACLE HARDWARE . This may then lead to uncompetitive prices and KUSP may loose out on the best possible pricing from various bidders	Any of the software stacks may be quoted out of the following: Oracle database server alongwith Oracle application server or DB2 database server with relevant application server or PostgreSQL database server with relevant application server or MySQL database server with relevant application server.
19	33	D	4.1.15:	100% scalability for processor cores, RAM and HDD.	100% scalability required for CPU, processor socket, RAM and HDD	Minimum Two Socket Server to be quoted as this would ensure redundancy as ULB has single server so, redundancy will ensure reliability and fail proof for CPU failure. Currently, one clause says one or two socket only+and another clause has %100% scalability on processor cores, memory and HDD+; same is not complete unless scalability extends to CPU / sockets also. So, 100% scalability needs to include CPU. Otherwise, future upgrade of CPU would not be possible for the bidder who would quote single socket box with single CPU populated without any scalability for socket or CPU.Moreover, having two socket or two CPU capability will add the reliability and redundancy for future as ULB is not having cluster for high availability. please note that performance is not the only criteria of a server design, Reliability is another important criteria, 2 CPU or socket scalability will ensure reliability of server in addition to performance.	The tender clause is deleted. See corrigendum for details.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
20	33	D	4.1.4	I/O: Minimum 5 PCI-e slots	Minimum 6 PCI-eSlots	5 number of slots are not sufficient for current requirement and head room required. as four gigabit adapter are asked, atleast two additional slots are required for gigabit adapters , one slot required for RAID card for RAID implementation of storage, One slot is required for LTO tape drive connectivity. That means total slots required would be 4 numbers , which leaves only one slot free which may get consumed should there be an expansion on infrastrucutre like cluster heartbeat connectivity or san connectivity, hence minimum 6 PCI slots will ensure enough free slots for further expansions.	The suggested clause is an addition of the specification mentioned. Bidders are free to quote features/ items over and above the desired specification.
21	33	D	4.2.1.2	4.2.1.2. Performance The Switching fabric should be minimum of 160 Gbps.	The Switching fabric should be minimum of 100 Gbps.	There is no mention of any 10 Gbps ports in the switch and hence the backplane calculations of 160 Gbps is very high	Tender clause remains unchanged.
22						Please let us know the number of users per ULB for Oracle license count	See corrigendum for detailed user counts.
23			20.	As per draft	Changes proposed by bidder should be discussed and incorporated to the extent mutually acceptable. If there is a disagreement on any proposal which leads to inability of parties to sign the contract, EMD should not be forfeiture.		Not accepted.
24			12.		Seek cure period of 30 days for all breach.		Not accepted.
25			12.4		SEEK 90 DAYS NOTICE.		Not accepted.
26			12		Request you to delete this clause		Not accepted.
27			18.2	The Contractor will be required to pay all taxes, duties levied by Central and/or State Government and/or local bodies on such part of his income in respect of the Contract as is chargeable therewith under the laws for the time being in force in India. It is further clarified that if in future any new taxes are imposed or any enhancement is made in the existing taxes in the same financial year in which the contract agreement with the Contractor is executed, then such new taxes or such enhancements as the case may be, shall be borne by the Contractor.	It is further clarified that if in future any new taxes are imposed or any enhancement is made in the existing taxes in the same financial year in which the contract agreement with the Contractor is executed, then such new taxes or such enhancements as the case may be, shall be borne by the Customer.		Not accepted.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
28			31.2	Any dispute aforesaid which cannot be settled by negotiation shall finally be settled by a binding arbitration in Kolkata pursuant to the provisions of the Arbitration and Conciliation Act, 1996. The Secretary, Municipal Affairs Department, Government of West Bengal shall appoint the Sole Arbitrator. The parties specifically agree to be bound by the decisions rendered by the Sole Arbitrator and agree not to submit a dispute to any Court except as may be necessary to enforce the arbitration procedures of this clause or to enforce the decision rendered by the Sole Arbitrator or as otherwise permitted in law. The proceedings shall be conducted in English.	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Kolkata. The language of the arbitration shall be English		Not accepted.
29				To be added	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be limited to, regardless of the form of claim(s), the consideration actually received by Wipro under this Agreement. Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by Company's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.		Not accepted.
30			48	INDEMNITY AGAINST ALL ACTIONS OF	Request you to delete this clause		Not accepted.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
				CONTRACTOR			
Name of the firm: WTL							
1	40/61	D		Oracle Database Enterprise Edition, Term . Perpetual, User based license Internet Application Server, Enterprise Edition, Term . Perpetual, User based License Software upgrade and Annual technical support for Oracle products for 1 year Oracle	Oracle part should be kept out of the evaluation process	We have observed that there is no substitute of Oracle and internationally Oracle has different policies for their partners. According to the merit list (own evaluation) the reduction value is determined through their own process, where 100% State Nodal Body is nowhere linked with their internal process. Not only that, 30-40% (major part) of the total bid value is oracle component. So the sanctity of this tender is not dependent on the tenderer , nor on the quality and strength of their bidders, but the desire of a Multinational Company. We feel that in the tender evaluation process where oracle is the biggest part, that should be negotiated by the Department directly. Otherwise in the valuation process the rationality will be abolished.	Any of the software stacks may be quoted out of the following: Oracle database server alongwith Oracle application server or DB2 database server with relevant application server or PostgreSQL database server with relevant application server or MySQL database server with relevant application server.
2	7	A	Annexure 1: 3	Declaration by the bidder on non judicial stamp paper of RS 10.00 in the line " We assure that we have not been banned or blacklisted by any Central/State Government Department/ Authority/ Body/ Undertaking/Enterprise from conducting business with them.	This clause should not be abolished	We have definite information that pg no 7 clause no 3 will be withdrawn to save and promote definite intention. If so, then the sanctity of the tender does not exist.	The tender clause is changed. See corrigendum for details.
3	35	D	4.1.2 Processor or	64 bit RISC/EPIC	64-bit RISC/EPIC/CISC	We have observed that RISC(IBM/SUN), EPIC(HP) has been accommodated. Why CISC has not been considered. Pls explain. Even the most common 2-socket Intel/AMD servers today given much more performance than the asked. Hence, CISC could also be considered. More over this change will make this bid more competitive with the participation of Open standards based OEMS - helping KUSP to get more compute at much lesser price. Moreover, the TCO will be lower as there wont be any proprietary hardware /software AMC involved. On both these counts KUSP will be benefitted. As a whole there will be considerable savings of the public exchequer.	Tender clause remains unchanged.
4	35	D	4.1.11	System should support virtual partitions. All required licenses to be bundled	Please explain this requirement and make necessary changes	Virtualization support for hardware is okay but please specify your virtualization requirement in terms of VMs required - the licenses can be quoted accordingly.	Processor based licensing has to be provided.
5	35	D	4.1.3	All Servers should be 100% scalable for processor cores, Memory & HDD	Please clarify your stand on this vis-à-vis "4.1.2 Processor - point iii"	this point seems contradictory - in the previous point you are specifying "Single or Two processor sockets only" and here you are specifying this. Please clarify.	Tender clause is deleted and see corrigendum for details.
6	35	D	4.1.17	OS preloaded: RHEL Advanced Server 4 Update 4 or Unix Server OS	RHEL 6/latest update or UNIX/latest version with 3 years subscription	The asked distribution of Redhat is obsolete and cannot be supplied, hence make it current	Bidders are allowed to quote with the current

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
							RHEL as well.
7	33	D	4.2.1.1 1.	The switch should have minimum 24 numbers 10/100/1000 Fast Ethernet full duplex Ports with 4 numbers of SFP-based Gigabit Ethernet port/slot	Please clarify that the requirement is for 20 numbers of 10/100/1000 full duplex port + 4 SFP based Gigabit Ethernet ports OR 20 numbers of 10/100/1000 full duplex port + 4 SFP based Gigabit Ethernet ports	Clarification required	The requirement is for 20 numbers of 10/100/1000 full duplex port + 4 SFP based Gigabit Ethernet ports.+
8	33	D	4.2.1.1 2.	The switch should be upgradable with 10G in future with additional Module	Kindly mention the number of 10 G port support required for the switch additional to the port mentioned in 4.1.1.1 - 1	Clarification required	Support for 4 numbers of 10 GE ports is required for future upgradation.
9	33	D	4.2.1.2 1	The Switching fabric should be minimum of 160 Gbps	Switching Fabric should be 88Gbps (In case of 2x10G ports apart from 24xGig ports) for full duplex non-blocking architecture. Switching Fabric 108Gbps (In case of 3x10G ports apart from 24xGig ports) for full duplex non-blocking architecture. Switching fabric figure more than the above value will never be utilized.	normal mathematics calculations.	Tender clause remains unchanged.
10	33	D	4.2.1.2 3	Configurable up to 3000 MAC addresses	Very less MAC address mentioned	industry standard is Min. 8000 MAC address table	Tender clause remains unchanged.
11	33	D	4.2.1.3.II.	No of VLANS ids = 1000	Very less VLANS mentioned	Industry standard is 4000 VLAN ids.	Tender clause remains unchanged.
12	34	D	4.2.2.4.	Shall Support up to 64 VLANS and up to 16 spanning-tree instances per switch	Shall Support up to 64 VLANS and up to 15 spanning-tree instances per switch	Normal Industry standard.	Tender clause remains unchanged.
13	26	C	9.2	The bidder must have a clear roadmap from all the OEMs for the Server hardware, Network Switches, Oracle S/W stack and Operating System that it can be supported at least for the next 3 years or more. In case during the stipulated period of five years, the product will have end of sale or end of production, still the product support must be ensured. For the server and network switch products, the support should cover all the respective hardware components including its replacement during the warranty period with equivalent or higher specification/ configuration at no additional cost to CMU. For Oracle S/W stack and Operating system, the support should cover all current software version during the minimum stipulated period of three years. Proper documentary evidence must be submitted as a proof of the same.	Both 3 years and Five Years are mentioned, but which one will be considered? Also, if the technology of a particular product gets obsolete during this period, will that be considered?		The roadmap is required for 5 years. Also, the technology, which will be obsolete and not supported by the OEM for at least for a period of 5 years, will not be accepted. Please see corrigendum for details.
14	2	A	4.1	Commissioning: Completion period for supply and installation of Goods/items shall be 8 weeks from the date of Letter of Intent.	In one place, completion period is mentioned as 8 weeks and another place 10 weeks, which one to consider?		Entire completion period is of 8 weeks including supply of items.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
15	29	D	5	In addition with above, the timeframe of delivering the items should be specifically mentioned in the form of chart including the different phases of implementation of the hardware at the ULBs. The time frame of delivering the items must be within 6 weeks and complete implementation must be within 10 weeks after providing Letter of Intent in favour of the firm. Any lapse in maintaining the time frame will invite penalty as will be specified in the contract.			
16	34	D	4.1.1(ii)	System should be configured for 700 JOPS and scalable to 1400 JOPS within the box	Change the clause to " System should be configured with 700 EJOPS and scalable to 1400 EJOPS within the box".	SpecjApps2004 Benchmark is an outdated standard and has been replaced by SPECjEnterprise2010 benchmark. Refer www.spec.org	Both JOPS and eJOPS are acceptable.
17	33	D	4.1.5.	Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5	Include RAID 1 alongwith RAID 5	Since there will be Single servers at each location RAID 1 at the HDD level will ensure more reliability of data.	Tender clause remains unchanged.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
18	44,45	F	4	<p>NON-CONFORMITIES, ERRORS, AND OMISSIONS:</p> <p>If a bid is substantially responsive, CMU may waive any non-conformity or omission in the bid that does not constitute a material deviation. Provided that a bid is substantially responsive, CMU may request that the bidder submit the necessary information or documentation, within 7 days, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the Financial Bid of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid. Provided that a bid is substantially responsive, CMU may rectify nonmaterial nonconformities or omissions. To this effect, the FinancialBid shall be adjusted during evaluation of Financial Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. Provided that the bid is substantially responsive, CMU will correct arithmetical errors during evaluation of financial bids on the following basis:a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of CMU there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Earnest Money Deposit may be forfeited.</p>	<p>At point 4 it is stated that bidder will be allowed to submit information/ documents against non -material non conformities/ omissions, whereas at point 6, it is stated that in Eligibility criteria, no correction, amendment or supplementation will be allowed. Please clarify.</p>		<p>Clause 4 will be applicable only for technical bids whereas the points given in clause 6 will remain same for qualification bid.</p>

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
			6	COMPLIANCE OF ELIGIBILITY CRITERIA AS PER SECTION C: The Evaluation Committee of CMU will decide whether the bidder's response satisfies the stated eligibility criteria specified in the ToR under Section C. Any shortcoming (including additions, omissions and variations) will be recorded. If a bid is not meeting the eligibility criteria, it may be rejected and will not be allowed to be cured by any correction, amendment or supplementation.			
Firm Name: IBM							
1	32	D	4.1(ii)	Multicore CPU with only 4 processor cores populated/ Activated matching the required tpmC and JOPS		Every OEM processor cores delivers different performance. The performance delivered by the Processor Cores is directly proportional to the price of the Processor cores, i.e., the processor cores with higher performance figures will be expensive than the processor cores delivering lower performance. This clause binds all the OEMs to supply 4 cores activated, hence if the desired performance is met by the OEM with say 2 cores, because of this clause still the OEM has to quote 4 cores, which will impact the commercials. Indirectly, this clause restricts the OEM having the higher performance per processor cores from quoting in the tender. Non participation of multiple OEMs also restricts CMUs choice and options. Hence the clause shall be edited to " Multicore CMU only with minimum 2 processor cores populated/ activated " or removed completely because the RFP clearly specifies the aggregate performance required from the servers by stating the required tpmC & JOPS performance benchmark.	Tender clause remains unchanged.
2	32	D	4.1(v)	With highest available clock speed for the proposed model.		This clause shall be removed as logically this does not make any sense as already the desired performance is asked for. Hence this clause shall be removed.	Tender clause remains unchanged.

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
Name of the firm: R.P. Infosystems (Chirag)							
1	28	D	<u>Point 8.2</u>	The OEM partner must be in operation for last 10 years in Information Technology Industry and should have served similar category of projects	Clause rationally & make the required changes minimum 5 Years Presence Information Technology Industry so that free & fare competition is encouraged.	M/s R.P. Infosystems Pvt. Ltd. an ISO 9001:2008,14001:2004,&18001:2007 with a turnover of Rs. 950 cores and the only registered vendor with DGS&D from Eastern India has been in operation in the same field for more than 6 years & has been working on pan India basis with 40 branches. We have a strong support centre base in every district of West Bengal. All our Desktops are certified with Windows, Linux, FCC, UL, ROHS, Energy Star & we are Direct Named Account of Microsoft. So such clause of operation for more than 10 years restricts players like us & in turn restricts competition. It is our request to look into the mentioned clause rationally & make the required changes (Only 5 Years Presence) so that free & fare competition is encouraged.	The tender clause is changed to %The OEM partner must be in operation for last 5 years in Information Technology Industry and should have served similar category of projects+and see the corrigendum for reference.
2	39	D	4.6 (1)	Intel Core i5 2310 Processor (2.9 Ghz, 6 MB Cache)	Multicore, X86 based 64 bit architecture fully binary compatible with 32 bit execution support, on OEM Motherboard or equivalent ~ Spec_CPU_rate_base 2006 min. 110.	Specification becomes open for both Intel & AMD.	Tender clause is changed to %Processor: Intel Core i5 2310 Processor (2.9 Ghz, 6 MB Cache) / AMD Phenom II x 4 955 (3.2 Ghz, 6 MB Cache)+ See corrigendum for reference.
3	39	D	4.6 Sr.06	Monitor 18.5" LED TFT or higher from same OEM. TCO 05, Energy Star Certification (Certification should be in the name of Desktop OEM)	Justification of asking for Certifications of Monitors in the name of desktop OEM.	Firstly, desktop manufacturing follows a standard practice worldwide whereby different components forming part of the entire system (like the processor, motherboard and chipset, storage drives, etc. including the monitor) are manufactured by specialized OEMs and assembled by the computer manufacturer. A desktop manufacturer is never a monitor manufacturer as that in itself is another specialized electronics manufacturing field. Secondly, if the intent is to have a TCO and energy star compliant monitor as part of the desktop, it can be well served if the monitor supplied is TCO and energy star compliant in the name of the OEM itself. The certification in the name of Desktop manufacturer does not add any greater value.	The tender clause is changed to: %Monitor 18.5+LED TFT or higher with TCO 05 and Energy Star Certification+. See corrigendum for reference.
4	39	D	4.6 Sr.15	Chassis intrusion switch in the cabinet	Justification in asking for chassis intrusion switch in the cabinet	If the requirement is to stop any kind of chassis intrusion & security then it can be done simply with an external chassis lock otherwise only MNC's can provide the same with no price advantage to the department. We also need to remember that the project is for poor.	The tender clause is changed to %Security: Chassis intrusion switch in the cabinet/ Physical lock+. See corrigendum for reference.
5	39	D	4.6	2x 5.25 External, 2x 3.5 External, 2x 3.5	Justification for asking 2x3.5 external	As on present day external Floppy Drives are	The tender clause is

Sr. No.	Page No.	Section	Clause No.	As Appearing in ToR	Comments of Bidder	Justification	CMU Reply
			Sr.17	Internal	bays.	obsolete, so what is the requirement of 2x3.5 External bay.	changed to+BAYS: 2x 5.25 External, 2x 3.5 Internal+see the corrigendum for reference.
6	39	D	4.6 Sr. 21	Software to monitor performance of PC, Pre Failure alert for HDD and Memory change alert, Automated Power Management, Asset Management	Change the clause to %Software to monitor performance of PC+		The tender clause is changed to+Software to monitor performance of PC+ See corrigendum for reference.
7	39	D	4.6 Sr. 23	For OEM: ISO 9001 and 14001. For quoted Model: UL, FCC, Energy Star 5.0, DMI, RHEL, SUSE	Justification for SUSE certification.	There are various distributions of Linux like-RHEL, SUSE, Ubuntu, Fedora ect. So certification of Linux will serve the purpose.	The tender clause is changed to: %for OEM: ISO 9001 and 14001.For quoted Model: UL or FCC, Energy Star 5.0, DMI, RHEL+see the corrigendum for reference.
8	33	D	4.2.1.2 1	The Switching fabric should be minimum of 160 Gbps	Switching Fabric should be 88Gbps (In case of 2x10G ports apart from 24xGig ports) for full duplex non-blocking architecture. Switching Fabric 108Gbps (In case of 3x10G ports apart from 24xGig ports) for full duplex non-blocking architecture. Switching fabric figure more than the above value will never be utilized.	Very Specific for one OEM's specific model specification is mentioned in the tender specification neglecting normal industry standard as well normal mathematics calculations. That OEM's specified model is having that so we assume that is the reason the this nonrequired things are mentioned in the tender.	The tender clause remains unchanged.
9	58	D	29	OHSAS 18001 certification	THIS CERTIFICATION IS AVAILABLE ONLY WITH TWO OEMS, SO THIS CLAUSE IS FAVORING THEM THIS CLAUSE WILL LEAD TO UNFAIR COMPETITION	Clarify the same.	The tender clause is deleted and see corrigendum for details.
10	58	D	29	Safety Markings GS	this certification is available only One OEM, so this Clause is favoring them this clause will lead to unfair competition.	Clarify the same.	Safety markings GS is deleted and see the corrigendum for reference.