

Corrigendum – 07**Tender No. WTL/CT/HW/13-14/002 Dated 08.07.13, Version – 2.0**

Sl. No.	Section No.	Clause No.	Page No.	Present Entry	Replace with
1	F	Point 5	33	Expected version of the Application server for hosting the Java based application on the new system : Oracle 11g , Web logic (10.3.x)	Expected version of the Application server for hosting the Java based application on the new system : Oracle 11g , Web logic (10.3.6 or higher)
2	F	Point 7	33	Application migration is within the scope of the work for the bidder : Yes	Application migration is within the scope of the work for the bidder : No
3	Table A1	3(i)	42	Memory >= 512 GB using on minimum 1333Mhz. Memory module	Memory >= 512 GB using on minimum 1066Mhz. Memory module
4	Table A1	3(viii)	42	DDR Freq. 10660 Minimum	DDR Freq. 1066 Minimum
5	Table A1/A2	13(i)	43,45	Min. 2 nos. of hot-swap power- supply	Min. 2 nos. of hot-swap/hot plug power- supply
6	Table A2	3(i)	44	Memory >= 192 GB using on minimum 1333Mhz. Memory module	Memory >= 192 GB using on minimum 1066Mhz. Memory module

Replies of Queries
Tender No. WTL/CT/HW/13-14/002 Dated 08.07.13, Version – 2.0

Sl. No.	Bidder Name	Section No.	Clause No.	Page No.	Queries	Remarks	Tender Committee Response
1	Wipro Ltd.	Table A1	3(i)	42	Memory>= 512 GB using on minimum 1333Mhz. Memory module	Request WTL to kindly change it to 1066Mhz	Refer to corrigendum No.7 Serial No. 3
2	Wipro Ltd.	Table A1	3(viii)	42	DDR Freq. 10660 Minimum	This looks like a typo error. Kindly change it to 1066Mhz	Refer to corrigendum No.7 Serial No. 4
3	Wipro Ltd.	Table A1/A2	5	43,44	Minimum 1 No. configured for dual-ported SAS drives, each with 512 MB battery / Flash backup cache, supporting RAID-0,1,10,5,50 supporting hot-swap & hot-spare devices	Request WTL to kindly change it to hot-swap/hot-plug, since both have same functionality and the SAS casing asked for is anyway hot swap/hot plug	No Change
4	Wipro Ltd.	Table A1/A2	13(i)	43,45	Min. 2 nos. of hot-swap power- supply	Kindly change it to hot swap/hot plug, since both have same functionality and different server OEMs term it in different ways	Refer to corrigendum No.7 Serial No. 5
5	Wipro Ltd.	Table A2	3(i)	44	i Memory>= 192 GB using on minimum 1333Mhz. Memory module	Request WTL to kindly change it to 1066Mhz	Refer to corrigendum No.7 Serial No. 6
6	Wipro Ltd.	Section I TABLE – A1, TABLE – A2	7	41, 42, 43	Please change it to "iii Dual ported casing/SmartDrive Carrier/Equivalent technology"	Better technology with SmartDrive Carrier in latest generation servers available. Request you to change the clause as "Dual ported Casing / SmartDrive Carrier / Equivalent Technology"	No Change

1	TCS	B	7	7	It is mentioned that Application replication should be implemented at storage level. However, in case of Weblogic deployments, the applications are deployed in the specific directory within the Weblogic installation directory which remains in the local hard disks. Moreover, clustering and replication in Weblogic is deployed in a different methodology. Hence, application replication through storage replication is not clear. In case the Weblogic installation and deployments are configured on SAN, then why high speed local HDDs are requested for Application servers? Request for clarity on this point.		Final deployment architecture will be decided later by NIC during project execution.
2	TCS	B	8	17 and 18	In point b, it is mentioned that application availability from DC and DR should be submitted on every week Monday. Since Oracle data guard is implemented without active data guard, hence application availability can only be tested during the DR drill as the DR application server will connect to the DR database. As per point 18, it is mentioned that DR drill should be conducted on quarterly basis or on the frequency decided by CTD. Is weekly DR drill expected? Clarification on this point is requested.		The successful bidder will be responsible for the DR drill quarterly or in the frequency as decided by the CTD.
3	TCS	B	8	19	Since the project belongs to CTD, hence it is requested that CTD will request the concerned authorities of SDC to permit the successful bidder to accomplish the work. The successful bidder will provide the required details for accessing the data center.		Access to WBSDC as per WBSDC guidelines. CTD will facilitate.
4	TCS	B	8	1 and 3	It is mentioned that NIC will migrate the applications and bidder has to configure the system as per NIC requirement. In that case, how the bidder will jointly help in testing the application as the bidder will have no idea on the application. Moreover, education of the bidder on the application(s) is also not mentioned and prior to the application testing, the installation will be commissioned by NIC to understand whether the requirement is fulfilled or not. It is requested to keep the application testing completely within the scope of NIC.		Bidder is expected to ensure the H/W and System S/W are properly configured and tuned and provide necessary infrastructure support during the entire testing phase.
5	TCS	B	5	4	Though it is the responsibility of the bidder to provide the required hardware and software for SMS service but no specific details are provided. No details are provided on the existing SMS service too. Request for clarity on the SMS service requirements.		No SMS service requirements from the bidder

6	TCS	D	20	19	Point 1 of the table: Since the application migration is the responsibility of NIC (referring page 8 "Responsibilities of NIC"), then how migration in all respect is the responsibility of the bidder (column "Installation Location"). The bidder will not be aware of the details of the applications under any circumstances. This must be the sole responsibility of NIC as they are migrating the application. Request for change.	All application will be migrated by NIC. Bidder to provide necessary infrastructure support.
7	TCS	D	20	19	What will be penalty clauses in case NIC is unable to migrate the applications within 75 days? In that case, the schedule has to be changed and it will be an impact on Go Live date. It will be a straight financial impact on the bidder as bidder has to pay extra for the additional number of days support to the OEMs as per the clause that 5 years support will start from the Go-Live date.	NIC will complete in 15 days. CTD and NIC will discuss internally on the terms & conditions. Bidder will not be penalized if delay, if any, can not be attributed to them.
8	TCS	D	20	19	Point 3 of the table: What migrations are expected in the creation of the DR site of the Central server infrastructure? It is expected that the DR will be created from the production where migration is already complete. Go Live of DR site - is it expected that a DR drill will be conducted on the first day? Request for clarity and necessary changes.	Decisions will be made during project execution phase.
9	TCS	D	20	19	Since all the activities have the same timeline, how it is possible to Go-Live of all systems (including DR drills) in a single day. Moreover, there will be few issues on the Go-Live day as nothing is perfect and it will be tested by users who are distributed across West Bengal. No pilot is also mentioned for such a large scale deployment. Request for modifications of the timelines.	Project activity and timeline details will be finalized between the successful bidder and CTD during project execution.
10	TCS	F	Point 7	33	"Existing Software Setup" table - as per page 8 Section B "Responsibilities of NIC", application migration falls under scope of NIC. However, it is mentioned here that it is the responsibility of the bidder. Request for modification.	Refer to corrigendum No.7 Serial No. 2
11	TCS	F	Point 5	33	Expected version of Weblogic is mentioned as 10.3.x - is this 10.3.6?	Refer to corrigendum No.7 Serial No. 1

12	TCS	B	10.b	7	Bidder also would assist NIC for migration and testing of the applications and database and provide post-installation maintenance support for the computing infrastructure" - No clarity is provided on the level of assistance required from the bidder. Request for defining the scope of work in a more specific and detailed way.		Bidder is expected to ensure the H/W and System S/W are properly configured and tuned and provide necessary infrastructure support during the entire project
13	TCS	D	40	23-24	In case the non-availability of the service is due to a poor migration (data and application) or some problem from the application end, it is understood that the bidder will not be penalized for that reason. It is requested to define the scope of the bidder in clearer terms and in details so that bidder's interest is protected under such circumstances.		Bidder will not be penalized if non-availability, if any, can not be attributed to them.
14	TCS	Table A10	1	56	In Previously floated tenders & corrigendums for same requirement you have asked EAL 4 + or higher complaint but same was deliute in current corrigendum-6. As the G2C application involves financial transaction over internet we would request you to consider (EAL4+) or higher level of security certification too. This is to avoid any kind security lapse.		No Change
15	TCS	Section - H	Bill of Material	39	DNS is not included in the Bill of Materials for Webserver though Oracle 11g R2 (latest version) RAC database is expected. Oracle recommends usage of SCAN for high availability and scalability. Implementation of SCAN (3 IPs with a single host name) requires a DNS in production setup. Please refer to http://www.oracle.com/technetwork/products/clustering/overview/scan-129069.pdf for more details.		No Change
16	TCS	Section - F	Additional Request	Additional Request	Why Oracle Weblogic is considered for the Application development and application deployment when the application concerned in Webserver tender is a purely Java based application. There are several other commercially cheaper and technically viable solutions which can host the Java Applications. For Java applications, migrations from one application server to another application server is technically always feasible. Java application development tools are almost similar and hence, with proper education and training, it is		No Change

					always feasible to switch to another technology providing the same performance/ functionality at a much cheaper price.		
17	TCS	Diagram - I	Additional Request	Additional Request	DBVISIT is a more cheaper solution but technically equally competent with Oracle Goldengate. Why Oracle Goldengate is considered if more commercially cheaper solution is available performing the same function? Please refer to http://www.dbvisit.com/content/pdfs/Replicate_vs_Streams_vs_GG.pdf for more details. Kindly specify the fuctionalities of replications required for this project.		No Change
18	TCS	D	20	19	Point 2 of the table: In case of replication of data, how migration is involved? Moreover, if the database is found to be not suitable for data replication using Goldengate (as database migration will be the responsibility of NIC and there are few basic database requirements to be fulfilled prior to the Goldengate replication implementation), then it is expected that NIC will make the necessary changes in the databases to accommodate data replication by Goldengate. In case, NIC is unable to incorporate the changes in the database required for Goldengate replication within the stipulated time, the timeline will be disturbed and Go-Live date will be postponed. In that case, how the bidder's interest will be protected and how CTD and WTL will take care of the loss from every aspect?		No Change

19	TCS	D	21	18	<p>In the Liquidated Damages clause request modifications as under: -</p> <p>(1) Liquidated damages to be payable only if the delay is solely attributable to the Contractor and not attributable directly or indirectly to any Force Majeure Event.</p> <p>(2) The Liquidated Damages rate mentioned in the tender document is excessive. Request LD to be computed @0.5% of the total value of the uncompleted portion of the work per week, subject to a maximum of 5 % of the total fees payable for the uncompleted portion of the work.</p> <p>(3) Request that the GoWB have the right to terminate the resultant contract in case of any material breach (arising due to reasons directly and solely attributable to the Contractor which remains uncured after a reasonable prior notice of 30 days). Further, if owing to any delay/default on the part of Contractor (arising due to reasons directly and solely attributable to it) the GoWB decides to engage the services of another vendor then in such case the Contractor's aggregate liability shall be limited to 10% of the cost of the unfinished/undelivered scope of work.</p>	No Change
20	TCS	D	22	19	<p>(1) Request insertion of a standard excuse clause stipulating that the Contractor shall not be liable for any delays arising due to reasons not solely attributable to it.</p> <p>(2) Request insertion of all standard exceptions taken into consideration in the calculation of uptime.</p> <p>(3) Further, request that the cumulative value of the penalties imposed on the Contractor under any Service Level Agreement signed by the parties as well as under the resultant contract does not exceed 1% of the contract price.</p>	No Change
21	TCS	D	23	19	<p>GoWB to give the Contractor reasonable prior notice of any suspension so as to minimize chances of any losses being incurred by the Contractor on account of such suspension. Delivery schedules should be extended in proportion to the time for which contract was suspended. Contractor to be reimbursed equitably for any losses incurred directly due to any unscheduled suspension.</p>	No Change

22	TCS	D	24	19	<p>In the Terms of Payment clause request the following additions:-</p> <p>(1) All invoices and bills will be raised by the Contractor as per the payment terms and will become due for payment within thirty (30) days of presentation.</p> <p>(2) The Contractor to have the right to levy an interest at the rate of 1.5 percent per month for all payments due for more than thirty (30) days on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest.</p> <p>(3) The Contractor to also have the right to withhold provision of Services in case of non-payment of payments within 30 days of receipt of invoice and any such withholding by the Contractor shall not be treated as breach of contract.</p>	No Change
23	TCS	D	25	19	<p>As regards the indemnity provision: -</p> <p>The only indemnity being provided by the Contractor herein is third party intellectual property infringement indemnity which is already covered herein in clause 26. Hence request deletion of all indemnity provisions in this clause.</p> <p>As regards the limitation of liability provision: -</p> <p>Request that the same be culled out and made the subject matter of a separate clause altogether so that it may apply to the entire tender document.</p>	No Change
24	TCS	D	26	20	<p>In the Patents & Copyright clause request the following modifications to capture the intent as under:-</p> <p>(1) Request inclusion of all standard exceptions, disclaimers and conditions to Contractor's Third Party Intellectual Property Rights Infringement Indemnity. In this regard request modifications in the provision on 'remedies'. All exclusions and disclaimers have not been included.</p> <p>(2) Need to insert a clause to protect the Contractor's pre-existing intellectual property rights.</p> <p>(3) GoWB to also provide the Contractor with reciprocal Third Party Intellectual Property Rights Infringement Indemnity in relation to materials/data/information/software etc. shared during performance under the contract.</p> <p>(4) All third party software shall be governed by relevant End User License Agreement conditions signed in this regard.</p>	No Change

25	TCS	D	30	20	In the Safety Measures clause request deletion of all indemnity provisions as the only indemnity being provided by the Contractor herein is the third party IP infringement indemnity. Contractor agrees to adhere to all reasonable safety requirements which are required by applicable laws in force for assignments such as the one being undertaken under the resultant contract.	No Change
26	TCS	D	33 & 34	21	In the Termination clauses request the following modifications to capture the intent as under:- (1) Request that if termination is for material breach then such material breach should be for reasons solely attributable to the Contractor. Request that provisions be inserted to give an identical right to the Contractor to terminate for material breach/default. (2) In the termination clause request deletion of all references to the invocation of the PBG for deficiency in service. Termination and imposition of Liquidated Damages (as per terms herein) to be the GoWB's exclusive remedies under this contract in addition to remedies available at law. (3) Request modifications to ensure that that in case of the Contractor's bankruptcy the GoWB have a right to terminate by a simple prior written notice. This shall be the GoWB exclusive remedy in such case. (4) The Contractor to have the right to receive payments for all services performed under the resultant contract till the effective date of the termination irrespective of the grounds of termination.	No Change
27	TCS	D	35	21	(1) Irrespective of the occurrence of a Force Majeure Event in clause 35 the Contractor to have the right to receive payments for all services rendered under the contract. (2) Either party to have the right to terminate in case the Force Majeure Event lasts for more than 30 continuous days.	No Change

28	TCS	D	39 & 40	22	<p>Request the following modifications: -</p> <p>(1) Request insertion of all standard warranty exclusions and disclaimers some of which have not been included.</p> <p>(2) Please note that all third party software will be subject to warranty provisions stipulated by the relevant 3rd party vendor(s)/OEM(s) in the relevant End User License Agreements signed in that respect.</p> <p>(3) Please modify the warranty provisions to stipulate expressly that the scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the GoWB. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against the mutually agreed specifications.</p>		No Change
29	TCS	D	48	24	<p>The Tax clause needs to be modified as follows: -</p> <p>All fees payable to the Contractor to be exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, the GoWB to be responsible to pay such taxes or reimburse the Contractor the amount of such taxes. Each party shall be responsible for its own income taxes, corporate taxes and franchise taxes. Any increase or decrease in the rate of any applicable taxes, duties or levies or any newly introduced taxes shall be to GoWB's account.</p>		No Change

30	TCS	D	63 & 69	26	<p>In the Acceptance Testing clause request the following additions:-</p> <p>(1) GoWB to provide the Contractor with a reasonable prior written notice prior to any inspection.</p> <p>(2) The Inspector appointed by the GoWB shall not be a competitor of the Contractor and shall agree to adhere to any security /confidentiality policies stipulated by the Contractor in this regard.</p> <p>(3) All acceptance testing, final certification, inspection (as applicable) costs if any to be borne by the GoWB.</p> <p>(4) Request that all acceptance testing, commissioning, final certification, inspection (as applicable) be conducted only against the mutually agreed specifications and parameters.</p> <p>(5) Items reported as defects that are not deviations from the immediate previously accepted baseline will be reported again as a fresh Change Request under the established Change Control/Management Procedure. Items reported through the Change Control/ Management Procedure will be dealt with separately.</p>		No Change
31	TCS	Additional Request	N/A	N/A	<p>There are no specific clauses on the following items in the Tender document. Request that specific clauses with respect to the following be included in the Tender document which can become part of the Contract (to be signed in relation to the current Project) in future: -</p> <p>(1) Indemnity by GoWB: specific clause delineating the scope of third party intellectual property rights infringement indemnity and general indemnity for loss to person and/or property of the Contractor being provided by GOWB/Directorate needs to be included in the tender document.</p> <p>(2) Mutual Confidentiality clause</p> <p>(3) Standard up-time commitment exclusions</p> <p>(4) Non-Solicitation Clause</p> <p>(5) Clause to Protect the CONTRACTOR's Pre-Existing Intellectual Property Rights</p> <p>(6) Clause on CONTRACTOR's right to terminate the contract for convenience and for material breach</p> <p>(7) Non- Exclusivity of CONTRACTOR clause</p> <p>(8) Dispute Resolution Clause</p>		No Change

32	TCS	Section - D (Instruction to the Bidder)	10 (EMD)	16	EMD to be submitted in form of a irrevocable bank guarantee from scheduled bank.		No Change
33	TCS	Section - D (Instruction to the Bidder)	N/A	N/A	No Period is mentioned in RFP. We suggest all invoices should be cleared within 30 days of submission and acceptance from customer after which interest will be levied at 12% pa.		No Change
34	TCS	Additional Request	N/A	N/A	Kindly define the scope of work of the bidder in clearer terms and in details so that bidder's interest is protected during the implementation and maintenance phases of the project. Several discrepancies are noted in the tender document in respect to responsibilities application and database migration and maintenance. Moreover the tender lacks clarity on the level of assistance expected from the bidder in terms of migration, data replication, testing and maintenance. Request for more clarity.		See earlier comments
1	HCL Infosystems & HP	Section I TABLE – A1, TABLE – A2	7	41, 42, 43	Please change it to "iii Dual ported casing/SmartDrive Carrier/Equivalent technology"	Better technology with SmartDrive Carrier in latest generation servers available. Request you to change the clause as "Dual ported Casing/SmartDrive Carrier/Equivalent Technology"	No Change
2	HCL Infosystems & HP	Section I TABLE – A4	2	46	b) 60 GB usable Read/Write cache. OS overhead shall not be done inside cache. Cache shall be dynamically managed for both Read and Write operations.	Please change this to "b) 60 GB usable Read/Write cache. OS overhead shall not be done inside cache. Cache shall be dynamically managed for both Read and Write operations." Normally servers are connected to the SAN Switch and therefore access of cache is via switch access and also cache can be different type for different vendors. Additionally cache should be dynamically managed for read and write operations.	No Change

3	HCL Infosystems & HP	Section I TABLE – A4	7	46	Please change to "a) 16 x 200GB SLC SSD"	All other capacity is with 7D + 1P however SSD quantity is 4 and cant be configured in the same ratio. Kindly change the quantity to 16 No to configure it in 7D + 1P format keeping two groups for parity calculation. Also as this is a central storage please make the disk as SLC SSD. Reason is MLC SSD spec'd to last for around 3K to 5K writes and for SLC SSD spec'd to last for around 100K writes. Therefore SLC SSD is 20 times better than MLC SSD. For higher reliability please ask for SLC SSD	No Change
4	HCL Infosystems & HP	Section I TABLE – A4 TABLE - A5	7	46, 47	Please change/modify the clause to "Thin provisioning, thin recalim and Storage Management software to be offered for full scalable capacity of the storage"	The storage has asked with thin provisioning however thin provisioning technology usage will be successful in case of thin recalim feature is used. Otherwise the thin provisioned volume will become thik over a period of time. Please include thin reclaim feature.	No Change
5	HCL Infosystems & HP	Section I TABLE – A4	8	47	a) Automated data tiering for both read & write data to move sub-LUN data blocks between solid state disks & spinning disks within Production disks based on activity level. Tiering should support in all three disk types proposed.	Tiering between SSD and Spinning disk means SSD to SAS to NL-SAS data movement. Just made elaboration for proper representation of the requirement.	No Change

6	HCL Infosystems & HP	Section I TABLE – A4 TABLE - A5	New Clause	New Clause	You have asked for processor/server benchmark. We would like to request you to include a storage benchmark from capability and stability prospective. SPC1 is widely accepted storage benchmark and therefore please include "The OEM should have atleast one SPC1 benchamrk published for the storage"	You have asked for processor/server benchmark. We would like to request you to include a storage benchmark also to understand the stability of the storage vendor. SPC1 is widely accepted storage benchmark and therefore please include "The OEM should have atleast one SPC1 benchamrk published"	No Change
7	HCL Infosystems & HP	Section I TABLE – A5	2	47	Please change it to "30 GB usable Read/Write DRAM cache with host servers having direct access to the total cache for Data."	FC Host port, Device Lanes, host conectivity is 50% DC capability, however cache asked with 25% capability. To make the whole configuration in parity with 50% capabillity of DC, please change to configure 30GB usable cache or 50% cache capability of DC at DRS Site.	No Change
1	Accel Frontline Ltd.	SECTION – D	15. EVALUATION CRITERIA, Techno Commercial Evaluation, D. Certification	18	It is mentioned that for CMM Level 5 the score is 5 marks, where as in Section -C Eligibility criteria, in page no. 11. Certificatio, under clause no. 11, the required eligibility is CMM level 3. Also in the SECTION - S DECLARATION OF ELIGIBILITY CRITERIA, page no. 80 clause no. 10 the required document asked for is CMMI Level 3.	We request to amend it to CMMI Level 3 only. For CMMI Level 3 the score should be 5 Marks.	No Change
2	Accel Frontline Ltd.	SECTION - I	TABLE – A4: Each Storage Device Minimum Specification, SL.No: 2; Item : Controller.	46	Description: b) 60 GB usable Read/Write DRAM cache with host servers having direct access to the total cache for Data.	We request to change the usable Cache to minimum 128GB.	No Change

3	Accel Frontline Ltd.	SECTION - I	TABLE – A4: Each Storage Device Minimum Specification, SL.No: 2; Item : Controller.	46	Since it has been asked for SSD,SAS SATA HDD combination; features like: Thin Provisioning, Dynamic Tiring, full scalability of Storage Management features; etc	To achieve all these features; changing of Cache to 128GB will help to get a better performance level of the Storage Array.	No Change
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